SPECIFICATIONS AND CONTRACT DOCUMENTS

DOWNTOWN STORMWATER CHANNEL IMPROVEMENTS
AT THE GOLF COURSE AND THE DITCH EAST OF GOLF COURSE
TO 9TH AVENUE SOUTH

CITY OF JACKSONVILLE BEACH
JACKSONVILLE BEACH, FLORIDA

CITY BID NO. 1718-18

Prepared For:
City of Jacksonville Beach

Prepared By:
Public Works Department
1460A Shetter Avenue
Jacksonville Beach, FL 32250

April 2018
DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

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SECTION 00010
INVITATION TO BID

CITY OF JACKSONVILLE BEACH
Jacksonville Beach, FL

Sealed bids in triplicate, subject to the terms and conditions specified in this invitation, will be received until 2:00 p.m., May 2, 2018, and then opened publicly by the Property and Procurement Division, 1460A Shetter Avenue, 1st Floor, Jacksonville Beach, Florida, 32250 for furnishing the following:

BID INVITATION NO: City Bid No: 1718-18 Downtown Stormwater Channel Improvements at the Golf Course and the Ditch East of the Golf Course to 9th Avenue South

Bid documents will also be available on the City of Jacksonville Beach’s website at: http://www.jacksonvillebeach.org/government/departments/finance/bidrfp-rfq-listings.

Please submit triplicate completed Bid Proposal Forms in one sealed envelope clearly marked with bid number and bid name. Place the sealed envelope within another sealed envelope clearly marked in the same manner as the first envelope. This is done to prevent accidental opening of the sealed bids.

A Mandatory Pre-Bid On-Site Meeting will be held on April 17, 2018 at 10:00 a.m. at the City’s golf course 605 South Penman Road, Jacksonville Beach, FL 32250. No verbal interpretations will be made of any bid documents. Requests for such interpretations shall be made in writing by April 20, 2018. Interpretation will be in the form of an addendum and issued to all bidders by April 25, 2018 on the City’s website.

If you require further information regarding this bid, please contact Luis F. Flores at 904-247-6226.

CITY OF JACKSONVILLE BEACH

Luis F. Flores
Property and Procurement Officer
ADDENDUM 1  
April 25, 2018

City Bid Number:  1718-18
Project Name:  DOWNTOWN STORMWATER CHANNEL IMPROVEMENTS AT THE GOLF COURSE AND THE DITCH EAST OF GOLF COURSE TO 9TH AVENUE SOUTH
Project Location: Jacksonville Beach, FL

This addendum forms part of the Bid Documents for the “DOWNTOWN STORMWATER CHANNEL IMPROVEMENTS AT THE GOLF COURSE AND THE DITCH EAST OF GOLF COURSE TO 9TH AVENUE SOUTH” Project, City Bid Number 1718-18. The original Bid Documents remain in full force and effect except as modified by the following:

CONSTRUCTION PLANS
Delete Sheet 1 and replace with new attached “Sheet 1 – Addendum No. 1”

SPECIFICATIONS
SECTION 00002  Table of Contents:
Delete in its entirety and substitute with the new attached “Table of Contents Addendum 1”

SECTION 0020  Advertisement for Bids:
Delete in its entirety and substitute with the new attached “Advertisement for Bids Addendum 1”

SECTION 0020  Instructions Available to Bidders:
Delete in its entirety and substitute with the new attached “Instructions Available to Bidders Addendum 1”

SECTION 0030  Bid Proposal Form:
Delete in its entirety and substitute with the new attached “Bid Proposal Form Addendum 1”

SECTION 0030-A  Scope of Services:
Delete in its entirety and substitute with the new attached “Scope of Services Addendum 1”

SECTION 01025  Measurement and Payment:
Delete in its entirety and substitute with the new attached “Measurement and Payment Addendum 1”

SECTION 02110  Clearing, Grubbing and Stripping:
Delete in its entirety and substitute with the new attached “Cleaning, Grubbing and Stripping Addendum 1”
The City of Jacksonville Beach is inviting qualified contractors to bid for the construction of the Downtown Stormwater Channel Improvements at the Golf Course (Base Bid) and the Ditch East of the Golf Course to 9th Avenue South (Alternate No. 1).

The Base Bid work includes: setting two (2) benchmarks, staking out the 100-foot drainage right-of-way, preparing topographic survey, using invert elevations of the existing box culverts at Fairway Lane and the golf course bridge to establish ditch bottom, providing cross-sections of the ditch at 50-feet intervals, providing contours at one-foot intervals, clearing the bottom, north and south banks of approximately 1,375 feet of the 100-foot wide drainage right-of-way, cutting off trees 6 inches and smaller in the banks 6-inches or less above grade, removing and disposing of trees, removing and disposing of selected trees greater than 6-inch diameter and underbrush, removing and disposing of all trees and root-balls in bottom of ditch, removing and disposing on-site of approximately 1,600 C.Y. of accumulated silt, re-establishing the existing ditch bottom, regrading the wash-out areas, erosion control measures, hydro-seeding disturbed ditch banks, golf course restoration allowance (by others), repair of damaged irrigation system, a laydown area (100’ x 100’), access from Roberts Drive, performance and payment bonds, insurance and furnishing all labor, equipment and materials for the work.

The Alternate No. 1 work includes: setting one (1) benchmark, staking out the approximate 40-foot wide drainage ditch, preparing topographic survey, preparing cross-sections of the ditch at 50-feet intervals, providing contours at one-foot intervals, clearing the bottom, east and west banks of approximately 1,310 feet of the 40-foot wide ditch, cutting off trees 6 inches and smaller in the banks 6-inches or less above grade, removing and disposing of trees, removing and disposing of selected trees greater than 6-inch diameter and underbrush, removing and disposing of all trees and root-balls in bottom of ditch, removing and disposing on-site of the approximately 500 C.Y. of accumulated silt, re-establishing the existing ditch bottom, regrading wash-out areas, erosion control measures, hydro-seeding disturbed ditch banks, golf course restoration allowance (by others), repair of damaged irrigation system, proving a laydown area (100’ x 100’), access from Roberts Drive, performance and payment bonds, insurance, and furnishing all labor, equipment and materials for the work.

Bids shall be submitted to the Property & Procurement Agent for the City of Jacksonville Beach, on BID forms furnished for that purpose in accordance with the contract documents, drawings and specifications. Drawings and specifications will also be available through the City of Jacksonville Beach’s website at http://www.jacksonvillebeach.org/government/departments/finance/bidrfp-rfq-listings.

Drawings, Specifications and Contract Documents may be examined at the Public Works Department, 1460A Shetter Avenue, Jacksonville Beach, Florida, 32250.

Deadline for the receipt of sealed bids has been set for May 2, 2018 at 2:00 p.m. Send sealed bids by mail to Property & Procurement Division, 1460A Shetter Avenue, 1st Floor, Jacksonville Beach, Florida 32250. No bid will be considered unless sealed and filed with the City of Jacksonville Beach, Purchasing & Procurement Division, prior to the time set forth above and accompanied by the bidders bond, payable to the City of Jacksonville Beach, Florida for five percent (5%) of the amount of the bid; to be forfeited as liquidated damages in the event that the bid is accepted and the bidder fails to
enter promptly into a written contract and furnish the required performance bond and insurance certificates. Bids arriving after the designated time will be returned unopened.

No bids shall be withdrawn for a period of ninety (90) days after the opening of bids. The owner reserves the right to reject any or all bids and to waive any informality in any bid and to re-advertise for bids.

**BIDS** must be submitted in a sealed envelope and be marked on the outside of the envelope:

**SEALED BID**

**FOR:** City Bid No: 1718-18 Downtown Stormwater Channel Improvements at the Golf Course and the Ditch East of the Golf Course to 9th Avenue South  
City of Jacksonville Beach, FL

**BID OPENING DATE:** May 2, 2018
1.1 PROJECT DESCRIPTION

The work of this project consists of furnishing all labor, materials, equipment, tools, transportation, services and incidentals and of performing all work necessary for the construction of:

The Base Bid work includes: setting two (2) benchmarks, staking out the 100-foot drainage right-of-way, preparing topographic survey, using invert elevations of the existing box culverts at Fairway Lane and the golf course bridge to establish ditch bottom, providing cross-sections of the ditch at 50-feet intervals, providing contours at one-foot intervals, clearing the bottom, north and south banks of approximately 1,375 feet of the 100-foot wide drainage right-of-way, cutting off trees 6-inches and smaller in the banks 6-inches or less above grade, removing and disposing of trees, removing and disposing of selected trees greater than 6-inch diameter and underbrush, removing and disposing of all trees and root-balls in bottom of ditch, removing and disposing on-site of approximately 1,600 C.Y. of accumulated silt, re-establishing the existing ditch bottom, regrading the wash-out areas, erosion control measures, hydro-seeding disturbed ditch banks, golf course restoration allowance (by others), repair of damaged irrigation system, a laydown area (100’ x 100’), access from Roberts Drive, performance and payment bonds, insurance and furnishing all labor, equipment and materials for the work.

The Alternate No. 1 work includes: setting one (1) benchmark, staking out the approximate 40-foot wide drainage ditch, preparing topographic survey, preparing cross-sections of the ditch at 50-feet intervals, providing contours at one-foot intervals, clearing the bottom, east and west banks of approximately 1,310 feet of the 40-foot wide ditch, cutting off trees 6 inches and smaller in the banks 6-inches or less above grade, removing and disposing of trees, removing and disposing of selected trees greater than 6-inch diameter and underbrush, removing and disposing of all trees and root-balls in bottom of ditch, removing and disposing on-site of the approximately 500 C.Y. of accumulated silt, re-establishing the existing ditch bottom, regrading wash-out areas, erosion control measures, hydro-seeding disturbed ditch banks, golf course restoration allowance (by others), repair of damaged irrigation system, a laydown area (100’ x 100’), access from Roberts Drive, performance and payment bonds, insurance, and furnishing all labor, equipment and materials for the work.

All work shall be in accordance with the Drawings and Specifications prepared by the City of Jacksonville Beach Public Works Department and entitled:

Bid No: 1718-18 Downtown Stormwater Channel Improvements at Golf Course and the Ditch East of the Golf Course to 9th Avenue North

A. The project is located in Jacksonville Beach.

1.2 DEFINED TERMS

A. Terms used in the Instruction to Bidders are defined and have the meanings assigned to them in the General Conditions.

1.3 COPIES OF BIDDING DOCUMENTS

A. Only complete sets of Bidding Documents will be issued and shall be used in preparing Bids. Neither the CITY nor the ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

B. Completed sets of Bidding Documents may be obtained in the manner and at the location stated in the Advertisement for Bids. The deposit is non-refundable.

1.4 QUALIFICATIONS OF BIDDERS

A. Each bid must contain either evidence of the Bidder’s qualifications to do business in the area where the projects are located or covenant to obtain such qualifications prior to award of Contract.
SECTION 00200
INSTRUCTIONS AVAILABLE TO BIDDERS (ADDENDUM NO. 1)

B. To demonstrate his qualifications to perform the Work, each bidder will be required to provide evidence as to his previous successful contractual and technical experience in similar work including references, description, and volume of present commitments, evidence of possession of, or covenant to obtain prior to award of Contract, valid state, county, and local licenses covering all operations and all areas of political jurisdiction involved in the Work of this project and such other data as may be requested by the CITY. The apparent low Bidder may be required to provide evidence as to his financial status prior to the project being awarded by the city council.

C. Contractor must be able to exhibit to the City of Jacksonville Beach that he can perform a minimum of 30% of the total contract work with their own labor work force.

1.5 DISQUALIFICATIONS OF BIDDERS

A. One Proposal: Only one Proposal from an individual firm, partnership or corporation under the same or under different names will be considered. If it is believed that a Bidder is interested in more than one Proposal for the work involved, all Proposals in which such a Bidder is interested will be rejected.

B. Collusion Among Bidders: If it is believed that collusion exists among the Bidders, the Proposals of all participants in such collusion will be rejected and no participants in such collusion will be considered in future Proposals for the same work.

1.6 EXAMINATION OF SITE CONDITIONS

A. Each Bidder, by and through the submission of his Bid, agrees that he shall be held responsible for having theretofore examined the site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character and location of the site, the nature of the ground, surface and subsurface, the water elevations, location of buried utilities and any other conditions surrounding and affecting the work, any obstructions, the nature of any existing construction, and all other physical characteristics of the job, in order that he may include in the prices which he bids all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation, or replacement of any objects or obstruction which may be encountered in doing the proposed work.

B. Any records of contours, obstructions, and other subsurface investigations shown on the Drawings or included hereinafter, were made solely for design purposes for the work; and the CITY and his ENGINEER do not warrant, guarantee or represent that said data is correct with respect to actual subsurface conditions; therefore, the Bidder, by and through the submission of his Bid, affirms that he has made, or has caused to be made, his own test holes and/or other investigations of such subsurface conditions, and/or that he has otherwise satisfied himself with respect to such conditions; and, should the Bidder be awarded the Contract, he agrees that he will make no claims against the CITY or his ENGINEER if, in carrying out the work, he finds that the actual conditions do not conform to those indicated. The CITY will, upon request, provide each Bidder with reasonable access to the site to conduct such tests and investigations, as each Bidder deems necessary for submission of his Bid. If a Bidder obtains such access he shall restore the site to the condition existing prior to conducting said tests and investigations.

C. The Bidder, in preparing his Bid, shall take into consideration that work by other contractors may be in progress at or near the site during the performance of the work to which the bid relates and that he will be expected, should he be awarded a Contract, to avoid interference with work done by such other contractors and to coordinate his work with other contractors at the site.

1.7 EXAMINATION OF CONTRACT DOCUMENTS

A. Each Bidder shall carefully examine the Drawings and Specifications and other contract documents, and inform himself thoroughly regarding any and all conditions and requirements, including the construction
schedule, that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

B. Should a Bidder find discrepancies or ambiguities in, or omissions from, the Drawings or Specifications, or should he be in doubt as to their meaning, he shall at once notify the ENGINEER.

1.8 INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents. Any inquiry or request for interpretation received by January 22, 2018 will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be sent by available means to all known prospective Bidders prior to the established bid opening date. Each Bidder shall acknowledge receipt of such addenda in the space provided therefor in the Proposal form. In case any Bidder fails to acknowledge receipt of such addenda or addendum, his Bid will nevertheless be construed as though it had been received and acknowledged and the submission of his Bid will constitute acknowledgement of the receipt of same. All addenda are a part of the Contract Documents and each Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each Bidder to verify that he has received all addenda issued before Bids are opened.

1.9 INTERPRETATION OF QUANTITIES

In the case of unit price items, the quantities of work to be done and the materials to be furnished under this Contract, as given in the Proposal, are to be considered as approximate only and are to be used solely for the comparison of Bids received. The CITY and/or his ENGINEER do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate or quantities or of the character, location, or other conditions pertaining to the work. Payment to the CONTRACTOR will be made only for the actual quantities of work performed or material furnished in accordance with the Drawings and other Contract Documents, and it is understood that the quantities may be increased or diminished as provided in the General Conditions without in any way invalidating any of the unit or lump sum prices bid.

1.10 ALTERNATES

When certain items of equipment and/or materials are specified and/or described as the product of a particular manufacturer together with any required additional information such as model number, size or catalog number, only such specific items may be used in preparing the Bid.

1.11 GOVERNING LAWS AND REGULATIONS

A. The Bidder is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

B. The Bidder shall include in his bid prices all sales, consumer, use and other taxes required to be paid in accordance with the law of the place of the project.

1.12 PREPARATION OF BIDS

A. Signature of the Bidder: The Bidder must sign the Proposal forms in the space provided for the signature. If the Bidder is an individual, the words “doing business as ___________” or “Sole Owner” must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words “Member of the Firm” should be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the Proposal on behalf of the corporation must be stated and evidence of his authority to sign the Proposal must be submitted. The Bidder shall state in the Proposal the name and address of each person interested therein.
B. Basis for Bidding: The price bid for each item shall be on a lump sum or unit price basis according to the form of the Proposal. The bid prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered.

C. Price Bid: The total price bid for the work shall be the aggregate of the lump sum prices bid and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the Proposal Form. In the event that there is a discrepancy on the Proposal Form due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

1.13 SUBMISSION OF BIDS

A. Each Proposal bid must be submitted on the Proposal Form as furnished, together with a suitable bid security as herein described.

B. The Proposal and bid security, if required, must be submitted in a sealed envelope, which shall be marked so as to clearly indicate its contents and the name of the Bidder. If forwarded by mail, the above mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Advertisement for Bids, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to the same address. Proposals will be received until the date and hour stated in the Advertisement for Bids.

C. Each Bidder must submit with his Proposal an accompanying letter in which he shall list the names and addresses of his major subcontractors together with the services they will supply. These subcontractors will be subject to review as to their competency by the CITY prior to award of Contract and shall be one of the considerations in determining the successful Bidder. After award of Contract, no change in subcontractors shall be made unless approved by the CONTRACTOR, which shall include the reasons for such request.

D. Each Bidder shall submit with his Proposal the required evidence of his qualifications and experience as outlined in Article 1.4. The apparent low Bidder may be required to provide evidence as to his financial status, previous successful contractual and technical experience in similar work including references, description, and volume of present commitments, evidence of possession of, or covenant to obtain prior to award of Contract, valid state, county, and local licenses covering all operations and all areas of political jurisdiction involved in the Work of this project and such other data as may be requested by the CITY.

1.14 BID SECURITY

A. Each Proposal must be accompanied by a cashier’s check or Bid Bond in an amount not less than five percent (5%) of the amount of the Bid. The bid security of all Bidders will be returned within ten (10) days after the CITY and the accepted Bidder have executed the written Contract and the accepted Bidder has filed an acceptable bond. If ninety (90) days have passed after the date of the receipt of the Bids and no Contract has been awarded, the bid security of any Bidder will be returned on demand, provided that the Bidder has not been notified of the acceptance of his Bid.

B. Attorneys-in-Fact who sign Bid Bonds must file with such bonds a certified copy of their Power of Attorney to sign said Bonds.

C. Failure of the accepted Bidder to execute a Contract and file acceptable bonds as provided herein within ten (10) days after a written Notice of Award has been given shall be just cause for the annulment of the award and forfeiture of the bid security to the CITY, which forfeiture shall be considered not as a penalty, but in liquidations of damages sustained. Award may then be made to another Bidder or all Bids may be rejected.

1.15 WITHDRAWAL OF BID
A. Any Bid may be withdrawn prior to the time scheduled in the Advertisement for Bids for the opening thereof. A Bid may also be withdrawn ninety (90) days after the date of the opening of the Bids, provided that the Bidder has not been notified that his Bid has been accepted.

1.16 MODIFICATION OF BIDS

A. Written bid modification will be accepted from Bidders if addressed to the entity and address indicated in the Advertisement for Bids and received prior to Bid due time and date.

B. A Bidder may modify his Bid by telegraphic communication at any time prior to the scheduled closing time for receipt of Bids, provided such telegraphic communication is received prior to the closing time, and provided further, that CITY is satisfied that a written communications of the telegraphic modification over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed Bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

1.17 RECEIPT AND OPENING OF BIDS

A. Bids will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in the Advertisement for Bids. The person whose duty is to open them will decide when the specified time has arrived and no Bids received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present.

1.18 DETERMINATION OF SUCCESSFUL BIDDER

A. For the purpose of award, the correct summation of the lump sum prices and/or of the products of the estimated quantities shown in the Proposal and the unit prices will be considered the Bid. The amounts then will be compared and the results of such comparison made available to the public. Until the final award of the Contract, the CITY does not bind himself to accept the minimum Bid stated herein, but reserves the right to reject any and all Bids and to waive technical errors and irregularities as may be deemed best for the interests of the CITY. Bids, which contain modifications, are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the Instructions to Bidders, and the Contract Documents, may be rejected at the option of the CITY. In project bids that have multiple parts and/or alternates, Bidders must submit a price for all parts/alternates within the bid proposal. The CITY may elect to award the contract based on the base bid and any alternate(s) in the best interest of the CITY.

1.19 AWARD OF CONTRACT

A. The CITY reserves the right to reject any or all Bids, or any part of any Bid and/or alternate(s), to waive any informality in any Bid, or to re-advertise for all or part of the work contemplated. The CITY reserves the right, prior to award of Contract, to delete from the scope of the project any item or any combination of items from the total bid price for the project. If Bids are found to be acceptable by the CITY, written notice will be given to the lowest responsible Bidder of the acceptance of his Proposal and of the award of the Contract to him.

B. If a Bidder to whom a Contract is awarded forfeits his bid security and the award of the Contract is annulled, the CITY may then award the Contract to another Bidder or the work may be re-advertised or may be constructed by day labor as the CITY decides.

C. The Contract will be awarded to the lowest responsible qualified Bidder complying with the applicable conditions of the Contract Documents. The Contract will be awarded to one (1) bidder for the Base Bid and/or the Alternate No. 1 work, whichever is in the best interest of the City pending funding availability.
D. The ability of a Bidder to obtain a performance bond shall not be regarded as the sole test of such Bidder’s competence or responsibility.

E. The CITY also reserves the right to reject the Proposal of a Bidder who has previously failed to perform properly or to complete Contracts of a similar nature on time.

1.20 EXECUTION OF CONTRACT

A. The Bidder to whom a Contract is awarded will be required to return to the CITY, three (3) executed counterparts of the prescribed Contract together with the required Performance and Payment Bonds and the required Certificates of Insurance within ten (10) days from the date of Notice of Acceptance of the Bidder’s Proposal.

1.21 PERFORMANCE AND PAYMENT BONDS

A. Simultaneously with his delivery of the executed Contract to the CITY, a Bidder to whom a Contract has been awarded must deliver to the CITY executed Performance and Payment Bonds on the prescribed forms each in an amount of one-hundred percent (100%) of the total amount of the accepted Bid, as security for the faithful performance of his Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in the county in which the project is located. The Attorney-in-Fact, or other officer who signs the Performance and Payment Bonds for a surety company must file with such bonds a certified copy of his Power-of-Attorney authorizing him to do so.

B. The Performance and Payment Bonds shall remain in force for one (1) year from the date of final acceptance of the work as a protection to the CITY against losses resulting from latent defects in materials or improper performance of work under Contract, which may appear or be discovered during that period.

C. Qualification of Sureties shall be as described in the General Conditions.

1.22 CERTIFICATES OF INSURANCE

Simultaneously with his delivery of the executed Contract to the CITY, the Bidder to whom a Contract has been awarded shall deliver to the CITY the required Certificate of Insurance and endorsements on the prescribed form certifying insurance coverage in amounts not less than the limits of liability and coverages provided in Section 500: Contract Agreement, or required by law, whichever is greater.
Existing Conditions: Existing aerial and other drawings have been provided insofar as information is reasonably available: however, it will be the Contractor's responsibility to preserve the properties adjacent to the ditches during construction whether shown on the Drawings or not.

END OF SECTION
SECTION 00300
BID PROPOSAL FORM (ADDENDUM NO. 1)

Date: ________________

Proposal of Bidder: ____________________________________________________________

Business Address: _____________________________________________________________

Project Name:  City Bid No: 1718-18 Downtown Stormwater Channel Improvements at the Golf Course and the Ditch East of the Golf Course to 9th Avenue South

To:  City of Jacksonville Beach
     Purchasing Department
     1460A Shetter Avenue
     Jacksonville Beach, Florida 32250

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

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he has made sufficient test holes and/or other subsurface investigations to fully satisfy himself that such site is a correct and suitable one for this work and he assumes full responsibility therefor; that he has examined the Drawings and Specifications for the work and from his own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he has examined the other Contract Documents and all addenda relating thereto, and that he has satisfied himself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Jacksonville Beach, Florida, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the City for additional costs to the City resulting from the work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the City of the award of the Contract, and the undersigned agrees that in case of failure on his part to execute the said Contract and Performance and Payment Bonds within the ten consecutive calendar days after the award of the Contract, the bid guarantee accompanying his bid and the money payable thereon shall be paid to the City as liquidation of damages sustained by the City; otherwise, the bid guarantee shall be returned to the undersigned after the Contract is signed and the Performance and Payment Bonds are filed.

The undersigned agrees to accept in full compensation for completion of the project in full compliance with the Contract Documents, the total of the lump sum prices and extended unit prices for the items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the specifications.

00300- 1

Bidder

City Bid No: 1718-18

Jacksonville Beach Specification Revision 4-3-18
SECTION 00300
BID PROPOSAL FORM (ADDENDUM NO. 1)

Bidder’s General Contractor’s License No.___________________________________________

Bidder’s Underground Utility License No.___________________________________________

Authorized Company Representative Signature: ______________________________________

Name and Address of Surety or Sureties who will sign Bonds:

Performance Bond

__________________________________________

Payment Bond

__________________________________________

For authorized addition or deletion of quantities of work items to/from those indicated by the contract documents, the above unit prices shall apply.

Acknowledgement is hereby made of the following Addenda received since issuance of Plans and Specifications:

Addendum No._________ Dated:________        Addendum No.__________    Dated:_________

Addendum No._________ Dated:________        Addendum No.__________    Dated:_________

Addendum No._________ Dated:________        Addendum No.__________    Dated:_________

Bid Document Checklist: The following documents are to be completed, signed and submitted as part of the Project Bid Proposal Documents. Failure to provide the listed documents may be cause for rejection of the submitted bid.

• [  ] Section 00301–A Subcontractor Listing
• [  ] Section 00301–B Required Disclosure
• [  ] Section 00301-C Letter of Compliance with the Florida Trench Safety Act
• [  ] Section 00301-D Bid Award Notice
• [  ] Section 00301-E Signed Drug-free Workplace Compliance Form
• [  ] Section 00301-F Non-Bankruptcy Affidavit
• [  ] Section 00410 - Bid Bond
• [  ] Section 00480 - Signed Non-collusion Affidavit
• [  ] Copy of Occupational License
• [  ] Completed and Signed W-9 Form – may be obtained on line from www.irs.gov
• [  ] Documentation to demonstrate his qualifications to perform the work as required in Section 00200 – Instructions Available to Bidders, Section 1.4 – Qualifications Of Bidders, Paragraph B.

Please check off each document and attach to the Bid Proposal Form.
**BID SCHEDULE**

**Downtown Stormwater Channel Improvements at the Golf Course and the Ditch East of the Golf Course to 9th Avenue South**

**BASE BID**

<table>
<thead>
<tr>
<th>No.</th>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Clearing Ditch Bottom and North/South Banks (All trees &lt; 6-Inch and underbrush)</td>
<td>1,375</td>
<td>LF</td>
<td>___________</td>
<td>_____________</td>
</tr>
<tr>
<td>2.</td>
<td>Cut-off/Remove/Dispose (Trees &gt; 6-Inch and &lt; 12-Inch)</td>
<td>35</td>
<td>EA</td>
<td>___________</td>
<td>_____________</td>
</tr>
<tr>
<td>3.</td>
<td>Cut-off/Remove/Dispose (Trees &gt; 12-Inch and &lt; 24-Inch)</td>
<td>45</td>
<td>EA</td>
<td>___________</td>
<td>_____________</td>
</tr>
<tr>
<td>4.</td>
<td>Cut-off/Remove/Dispose (Trees &gt; 24-Inch)</td>
<td>7</td>
<td>EA</td>
<td>___________</td>
<td>_____________</td>
</tr>
<tr>
<td>5.</td>
<td>Initial Survey (2 site Benchmarks, locate/set Lot corners, stakeout ditch width at 100’ stations)</td>
<td>1</td>
<td>LS</td>
<td>___________</td>
<td>_____________</td>
</tr>
<tr>
<td>6.</td>
<td>Final Survey (topographic drawing indicating trees/ utilities, cross sections at 50’ stations, 1’ contours)</td>
<td>1</td>
<td>LS</td>
<td>___________</td>
<td>_____________</td>
</tr>
<tr>
<td>7.</td>
<td>Remove and Dispose of Silt On-Site</td>
<td>1,600</td>
<td>CY</td>
<td>___________</td>
<td>_____________</td>
</tr>
<tr>
<td>8.</td>
<td>Laydown Area (100’x100’)</td>
<td>1</td>
<td>LS</td>
<td>___________</td>
<td>_____________</td>
</tr>
<tr>
<td>9.</td>
<td>Golf Course Restoration Allowance (By Others)</td>
<td>LS</td>
<td>$ 55,562.25</td>
<td>$55,562.25</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Performance/Payment Bonds (1.5% Max.)</td>
<td>1</td>
<td>___________</td>
<td>_____________</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL BID PRICE – BASE BID (Items Nos. 1-10) (In Words)**

$55,562.25
### ALTERNATE NO. 1:

<table>
<thead>
<tr>
<th>No.</th>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Clearing Ditch Bottom and East/West Banks (All trees &lt; 6-Inch and underbrush)</td>
<td>1,310</td>
<td>LF</td>
<td>_________</td>
<td>_____________</td>
</tr>
<tr>
<td>2.</td>
<td>Cut-off/Remove/Dispose (Trees &gt; 6-Inch and &lt; 12-Inch)</td>
<td>55</td>
<td>EA</td>
<td>_________</td>
<td>_____________</td>
</tr>
<tr>
<td>3.</td>
<td>Cut-off/Remove/Dispose (Trees &gt; 12-Inch and &lt; 24-Inch)</td>
<td>14</td>
<td>EA</td>
<td>_________</td>
<td>_____________</td>
</tr>
<tr>
<td>4.</td>
<td>Cut-off/Remove/Dispose (Trees &gt; 24-Inch)</td>
<td>2</td>
<td>EA</td>
<td>_________</td>
<td>_____________</td>
</tr>
<tr>
<td>5.</td>
<td>Initial Survey (1 site Benchmark, locate/set Lot corners, stakeout ditch width at 100’ stations)</td>
<td>1</td>
<td>LS</td>
<td>_________</td>
<td>_____________</td>
</tr>
<tr>
<td>6.</td>
<td>Final Survey (topographic drawing indicating trees/utilities, 50’ stations, 1’ contours)</td>
<td>1</td>
<td>LS</td>
<td>_________</td>
<td>_____________</td>
</tr>
<tr>
<td>7.</td>
<td>Remove and Dispose of Silt On-Site</td>
<td>500</td>
<td>CY</td>
<td>_________</td>
<td>_____________</td>
</tr>
<tr>
<td>8.</td>
<td>Golf Course Restoration Allowance 1 LS $32,580.00 (By Others)</td>
<td></td>
<td></td>
<td>$32,580.00</td>
<td>$32,580.00</td>
</tr>
<tr>
<td>9.</td>
<td>Performance/Payment Bonds (1.5% Max.)</td>
<td></td>
<td></td>
<td>_________</td>
<td>_____________</td>
</tr>
</tbody>
</table>

**TOTAL BID PRICE—**

**ALTERNATE NO. 1**

(Items Nos. 1-9)

(In Words)
Any additional or deletions of trees will be determined based on the unit prices established below:

<table>
<thead>
<tr>
<th>Description</th>
<th>EA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cut-off/Remove/Dispose of Trees (&gt; 6-Inch and &lt; 12-Inch)</td>
<td>_______</td>
</tr>
<tr>
<td>Cut-off/Remove/Dispose of Trees (&gt; 12-Inch and &lt; 24-Inch)</td>
<td>_______</td>
</tr>
<tr>
<td>Cut-off/Remove/Dispose of Trees (&gt; 24-inch)</td>
<td>_______</td>
</tr>
</tbody>
</table>

TOTAL BID PRICE – BASE BID (Items Nos. 1-10 PLUS ALTERNATE NO. 1 (Items Nos. 1-9))
(In Words) ____________________________________________________________

---

Bidder ___________________________

Jacksonville Beach Specification Revision 4-3-18
City Bid No: 1718-18
PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. This Contract comprises the Downtown Stormwater Channel Cleaning as shown on the Drawings and specified herein. The work consists of furnishing all labor, equipment and materials, but not limited to, the following:

1. Base Bid work includes: setting two (2) benchmarks, staking out the 100-foot drainage right-of-way, preparing topographic survey, using invert elevations of the existing box culverts at Fairway Lane and the golf course bridge to establish ditch bottom, providing cross-sections of the ditch at 50-feet intervals, providing contours at one-foot intervals, clearing the bottom, north and south banks of approximately 1,375 feet of the 100-foot wide drainage right-of-way, cutting off trees 6 inches and smaller in the banks 6-inches or less above grade, removing and disposing of trees, removing and disposing of selected trees greater than 6-inch diameter and underbrush, removing and disposing of all trees and root-balls in bottom of ditch, removing and disposing on-site of approximately 1,600 C.Y. of accumulated silt, re-establishing the existing ditch bottom, regrading the wash-out areas, erosion control measures, hydro-seeding disturbed ditch banks, golf course restoration allowance (by others), repair of damaged irrigation system, a laydown area (100’ x 100’), access from Roberts Drive, performance and payment bonds, insurance and furnishing all labor, equipment and materials for the work.

2. Alternate No. 1 work includes: setting one (1) benchmark, staking out the approximate 40-foot wide drainage ditch, preparing topographic survey, preparing cross-sections of the ditch at 50-feet intervals, providing contours at one-foot intervals, clearing the bottom, east and west banks of approximately 1,310 feet of the 40-foot wide ditch, cutting off trees 6 inches and smaller in the banks 6-inches or less above grade, removing and disposing of trees, removing and disposing of selected trees greater than 6-inch diameter and underbrush, removing and disposing of all trees and root-balls in bottom of ditch, removing and disposing on-site of the approximately 500 C.Y. of accumulated silt, re-establishing the existing ditch bottom, regrading wash-out areas, erosion control measures, hydro-seeding disturbed ditch banks, golf course restoration allowance (by others), repair of damaged irrigation system, a laydown area (100’ x 100’), access from Roberts Drive, performance and payment bonds, insurance, and furnishing all labor, equipment and materials for the work.

B. The Contractor shall furnish all labor, equipment, tools, services and incidentals to complete all Work required by these Specifications and as shown on the Drawings.

C. The Contractor shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.

D. All materials, equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.

E. The Contractor shall comply with all Municipal, County, State, Federal, and other codes which are applicable to this Project.

1.02 CONTRACTOR’S USE OF PREMISES

The Contractor shall assume full responsibility for the protection and safekeeping of products and materials at the job site. If additional storage or work areas are required, they shall be obtained by the Contractor at no additional cost to the Owner.
1.03 WORK SEQUENCE

The Contractor shall establish his work sequence based on the use of sufficient crews to facilitate completion of construction and testing within the allotted Contract Time.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION
SECTION 00301-A
SUBCONTRACTOR LISTING

List proposed Subcontractors to be used for this Project regardless of racial or gender grouping in accordance with Section 00200 – Instructions Available To Bidders: Paragraph 1.13 – Submission of Bids. C. Of the City Jacksonville Beach Specifications.

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Address and Telephone number</th>
<th>Trade</th>
<th>Estimate Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

* Use additional sheets if necessary. END OF SECTION
SECTION 00301-B
REQUIRED DISCLOSURE

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) bidder, (2) any business entity related to or affiliated with bidder, or (3) any present or former owner of bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a bidder whose stock is publicly owned and traded:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Signed: _______________________________ Title: _______________________________

Contractor: __________________________

END OF SECTION
SECTION 00301-C
LETTER OF COMPLIANCE WITH
THE FLORIDA TRENCH SAFETY ACT

NAME OF BIDDER: ____________________________________________________________

TO: ___________________________________________________________’ OWNER

RE:  City Bid No: 1718-18 Downtown Stormwater Channel Improvements
     (Contract Title)

GENTLEMEN:

This letter is written to give assurances that as Contractor for the above-noted construction, we will comply with the applicable trench safety standards during the Work of this Contract.

We have considered the costs per linear foot for Trench Safety Measures and the cost per square foot for special shoring requirements, and have incorporated these costs into the various items on the Bid Form.

Consistent with the Florida, “Trench Safety Act”, the following are separately-stated components of the various items:

<table>
<thead>
<tr>
<th>Trench Safety Measure Description</th>
<th>Unit of Price</th>
<th>Quantity</th>
<th>Unit of Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In case quantities for Trench Safety Measures are understated, we shall provide the required quantities paid for by the margin already built into the Contract price, and in case quantities are overstated we will retain the excess amount and add it to changes in our margin. This provision shall in no way affect the Conditions of Contract relating to changes in the work or adjustments for differences between estimated Quantities in the Bid Form and measure-in-place completed work.

In case we subcontract any portion of the Work, which is subject to the “Trench Safety Act”, we will be responsible for obtaining cost data and assurances of compliance with applicable trench safety standards from the subcontractor.

NAME OF BIDDER: ____________________________________________________________

Sincerely,

__________________________________________________________, CONTRACTOR

__________________________________________________________

(Authorized Signature)
SECTION 00301-D
BID AWARD NOTICE FORM

******************************************************************************
ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH
******************************************************************************

NOTICE: Items 1 to 6 are to be completed by the Bidder. The Bidder to submit the form to the City along with the Bid Documents.

1. ________________________________________________________________
   Company Name

2. ________________________________________________________________
   Address Name

3. ________________________________________________________________
   City, State and Zip

4. Attention: _______________________________________________________

5. Phone: ___________________________  Fax: ___________________________

6. E-mail address: __________________________________________________
   PLEASE PRINT CLEARLY

Bids were received and awarded for Bid No. 1718-18 per attached award memorandum and Bid tabulation sheet(s).

If awarded Bid please do not proceed with any orders or services prior to receiving an official City of Jacksonville Beach Purchase Order.

Thank you for your bid.

Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division
IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

__________________________________________
Vendor’s Signature

(Word/Drug Free)
STATE OF _____________________________

SS

COUNTY OF ____________________________

______________________________ is an officer and member of the
firm of ____________________________, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.

2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on
this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida,
considers such action on the part of the affiant to constitute good cause for denial, suspension,
revocation, disqualification, or rejection of the bid for City Bid No: 1718-18 Downtown
Stormwater Channel Improvements, City of Jacksonville Beach, FL.

3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy
in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has
filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal
of a firm which has filed for bankruptcy in the past seven (7) years.

______________________________

Affiant Signature

______________________________

Sworn to before me this _____ day of ____________, 20____ by _______________.
(Name of affiant)

He/She is personally known to me or has produced ______________________ as identification.

______________________________

Signature of Notary

______________________________

Notary’s Printed Name

Expiration of Notary’s Commission

Affix Seal Here:
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Principal, and as Surety, are hereby held and firmly bound unto the City of Jacksonville Beach as City in the penal sum of, (5 percent of the Contract Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of ______________________, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the City of Jacksonville Beach,

**City Bid No: 1718-18 Downtown Stormwater Channel Improvements, City of Jacksonville Beach, FL**

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said principal shall not withdraw said bid within ninety (90) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be no way impaired or affected by an extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this _____day of __________, A.D., ________________________, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Cityship or Partnership, two (2) Witnesses required.)
(If Corporation, Secretary only will attest and affix seal.)

PRINCIPAL:

WITNESSES:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Signature of Authorized Officer (Affix Seal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>--------------</td>
<td>--------------------------------------------</td>
</tr>
</tbody>
</table>

Title

Business Address
SECTION 00410
BID BOND

SURETY:

WITNESS:

Corporate Surety

Attorney-in-Fact
(Affix Seal)

Business Address

City State

Name of Local Insurance Agency

I, ____________________________________________________________, certify that I am the Secretary of the Corporation named as Principal in the within bond; that ____________________________ who signed the said bond on behalf of the Principal, was then ________________________ of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

(Corporate Secretary Seal)

STATE OF FLORIDA )

COUNTY OF ) ss

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _________________ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the ____________________________ and that he has been authorized by _________________ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City, the ____________________________

Subscribed and sworn to before me this _______ day of _____________, 20__, A.D.

(Attach Power-of-Attorney to original Bid Bond)

________________________
Notary Public
State of Florida-at-Large
My Commission Expires: ______________

END OF SECTION
STATE OF )
SS
COUNTY OF )

__________________________, being first duly sworn deposes and says that:

1. He (it) is the __________________________, of
   the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent
   circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employee, 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 communication,
   or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other
   Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in 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;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any 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 his affidavit.

By: ________________________________

Sworn and subscribed to before me this ______ day of ____________________

20___, in the State of__________________________, County of__________________________

__________________________Notary Public

My Commission Expires: ______________________________

END OF SECTION
CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ___ day of 2018 by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipality organized and existing under the laws of the State of Florida, hereinafter called CITY, and ______, hereinafter called CONTRACTOR:

WITNESSETH:

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1: Scope of Work

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

City Bid No: 1718-18 DOWNTOWN STORMWATER CHANNEL IMPROVEMENTS

FOR

THE CITY OF JACKSONVILLE BEACH, FLORIDA.

All Work shall be performed in accordance with the Specifications titled “DOWNTOWN STORMWATER CHANNEL IMPROVEMENTS”. Services shall be for all materials, equipment and services, including labor to perform the installation, of which the requirements and scope of services is detailed in:

Exhibit “A”, “Bid Form, Project Plans and Specifications, “DOWNTOWN STORMWATER CHANNEL IMPROVEMENTS”.

Article 2: CITY’S Responsibility

Access to Work Area: The CITY shall provide the CONTRACTOR access to all areas in which services are to be performed.

Article 3: Terms of Agreement

The CONTRACTOR shall complete the Base Bid contract within thirty (30) consecutive calendar days after Notice to Proceed is given. The CONTRACTOR shall complete the Alternate No. 1 Bid within thirty (30) consecutive calendar days after Notice to Proceed is
given. The CONTRACTOR shall complete the Base Bid and Alternate No. 1 contracts within sixty (60) consecutive calendar days after Notice to Proceed is given.

It is mutually agreed that time is of the essence and should the CONTRACTOR fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the CONTRACTOR, and the CITY will retain the amount of Five Hundred Dollars ($500) per calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the CITY will have sustained by failure of the CONTRACTOR to complete the work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the CITY in the event of such default by the CONTRACTOR.

Article 4: Nonexclusive Contract

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict the CITY from acquiring similar, equal or like goods and/or services from other entities or sources.

Article 5: Payment to Contractor

The CONTRACTOR agrees to provide services as described in the CONTRACT DOCUMENTS and comply with the terms therein.

5.1 For Basic Services: CITY shall pay CONTRACTOR for Contractual Services performed or furnished under the

Exhibit “A”, “Bid Form, Project Plans and Specifications, “DOWNTOWN STORMWATER CHANNEL IMPROVEMENTS”.

5.2 For Additional Services: Notwithstanding the scope of work enumerated in

Exhibit “A”, “Bid Form, Project Plans and Specifications, “DOWNTOWN STORMWATER CHANNEL IMPROVEMENTS”,

The CONTRACTOR will, upon written request from the CITY, provide any and all other services normally falling within the services offered by the CONTRACTOR. In advance of performance of additional services, CITY and CONTRACTOR shall agree in writing to the additional services and negotiated price, consistent with the type of services requested.
5.3 Invoices.

A. Preparation of Invoices: Invoices will be prepared by CONTRACTOR in triplicate on AIA Documents G702 and G703 and submitted to CITY by CONTRACTOR unless otherwise agreed. The amount billed in each invoice will be calculated as set forth herein. Ten percent (10%) retainage will be withheld until such time as the project has been 50% completed at which time, the retainage will be reduced to 5% until all As-Built plans, Release of Liens and all other required close-out documents are provided to and approved by the CITY.

B. Payment of Invoices: Invoices are due and payable within 30 days of receipt.

C. Disputed Invoices: In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4 Payment Upon Termination: In the event of termination, CONTRACTOR will be entitled to be paid for all services performed or furnished through the effective date of termination.

5.5 Records of CONTRACTOR’S cost: Records of CONTRACTOR’S cost pertinent to CONTRACTOR’S compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. Upon the CITY’S request, copies of such records will be made available by the CONTRACTOR to the CITY, at no cost to the CITY.

Article 6: Standards of Performance

CONTRACTOR and CITY shall comply with applicable Laws, Regulations, and CITY -mandated standards. This Agreement is based on these requirements as of its Effective Date and includes the attached:

Exhibit “A”, “Bid Form, Project Plans and Specifications, “DOWNTOWN STORMWATER CHANNEL IMPROVEMENTS”.

Changes to these requirements after the Effective Date may be the basis for modifications to CONTRACTOR’S scope of work, times of performance, or compensation.

Article 7: Contractor as Independent Contractor

It is expressly agreed and understood that the CONTRACTOR is in all respects, an independent contractor as to the WORK and is in no respect an agent, servant, or employee of the CITY. This Agreement specifies the WORK to be done by the CONTRACTOR, but the method to be employed to accomplish the WORK shall be the responsibility of the
Article 8: Subcontracting

CONTRACTOR may subcontract services to be performed hereunder with prior approval of the CITY. No such approval will be construed as making the CITY a party of or to such subcontract, or subjecting the CITY to liability of any kind to any subcontract. No subcontract shall, under any circumstances, relieve the CONTRACTOR of its liability and obligation under this Agreement; and despite any such subcontracting, the CITY shall deal through the CONTRACTOR, and subcontractors will be dealt with as workers and representatives of the CONTRACTOR.

Article 9: Authorized Project Representatives

Upon the execution of this Agreement, CONTRACTOR and CITY shall designate specific individuals to act as representatives with respect to the services to be performed or furnished by CONTRACTOR and responsibilities of CITY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the WORK on behalf of each respective party.

Article 10: Inspection of Work

The CONTRACTOR shall furnish the CITY or the CITY’S representative with every reasonable opportunity for determining whether or not the WORK is performed in accordance with the requirements of this Agreement. The CITY may appoint persons to inspect the CONTRACTOR’S operations, equipment, and performance, and the CONTRACTOR shall permit these persons to make such inspections.

Article 11: Right to Require Performance

The failure of either the CITY or CONTRACTOR at any time to require performance by the other party of any provisions hereof shall in no way affect the right of the performing party thereafter to enforce the same. Nor shall waiver by such party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

Article 12: Extraordinary Occurrences

It is agreed that in no event shall the CITY or CONTRACTOR be liable or responsible to each other or to other persons for damages resulting from deficiencies or delays in the work
Article 13: Insurance

13.1 Hold Harmless: The CITY shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the CONTRACTOR, unless such claims are a result of the CITY’S sole negligence.

13.2 Payment on Behalf of the CITY: The CONTRACTOR agrees to pay on behalf of the CITY, the CITY’S legal defense, for all claims described herein. Such payment on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY’s exclusive remedy.

13.3 Loss Control/Safety: Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, employees, and property. The CONTRACTOR shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

13.4 Proof of Carriage of Insurance & Naming CITY as Additional Insured. The CONTRACTOR shall furnish the City with satisfactory proof of carriage of insurance required herein. The CONTRACTOR shall name the City of Jacksonville Beach (CITY) as additional insured on the CONTRACTOR’s, and any sub-consultant’s or subcontractor’s Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the CONTRACTOR or its sub-consultant’s or subcontractor’s. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the CITY.

13.5 Insurance Requirements. Basic Coverage’s Required: During the term of this contract, the CONTRACTOR shall procure and maintain the following-described insurance and/or self-insurance except for coverage’s specifically waived by the CITY. All policies and
insurers must be acceptable to the CITY.

These insurance requirements shall not limit the liability of the CONTRACTOR. The CITY does not represent these types of amounts of insurance to be sufficient or adequate to protect the CONTRACTOR’S interests or liabilities, but are merely minimums.

A. **Workers Compensation Coverage is required.**

The CONTRACTOR and all subcontractors shall purchase and maintain worker’s compensation insurance for all workers compensation obligations imposed by state law with employers’ liability limits of at least $100,000 each accident, $100,000 each employee and $500,000 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverage’s required by law for the benefit of employees.

B. **General Liability Coverage is required for all Contractors and Subcontractors.**

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and **is required**

Coverage C, medical payments **is not required**

Amounts: Bodily Injury: $1,000,000 each occurrence $1,000,000 aggregate

Property Damage: $1,000,000 each occurrence $1,000,000 aggregate

C. **Products and Completed Operations are required for Contractor and all Subcontractors.**

Amounts: $1,000,000 aggregate
D. Business Auto Liability Coverage is required for Contractor and all Subcontractors.

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance, or use of any vehicle, including owned, non-owned and hired vehicles, and employee non-ownership use.

Amounts:  
- Bodily Injury: $1,000,000 each occurrence  
- Property Damage: $1,000,000 each occurrence

E. Professional Liability is not required.

F. Pollution Liability required of all Contractors and Subcontractors.

The CITY requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability:  
- $1,000,000 each pollution event limit
- $1,000,000 aggregate policy limit

G. Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage.

H. Claims Made Coverage – No Gap

If any of the required liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of a claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

I. Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least thirty (30) calendar days in advance of cancellation, non-renewal, or adverse change.

New Certificates of Insurance are to be provided to the CITY at least fifteen (15) calendar days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR’s insurance policies, forms, and endorsements.

For Commercial General Liability coverage, the CONTRACTOR shall at the option of the CITY, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage. NOTE: Any sub-contractors approved by the CITY shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverage’s shall name the CITY as “additional insured”.

Receipt of certificates or other documents of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the CONTRACTOR’s obligation to fulfill the insurance requirements herein.

**Article 14: Termination**

The obligation to provide further services under this Agreement may be terminated:

14.1 *For cause.* By either the CITY or CONTRACTOR upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

14.2 *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY’S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council.

**Article 15: Indemnification**

A: **General Indemnity.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, indemnify and pay on behalf of the CITY, CITY’s officers, directors, partners, agents, contractors, and employees from and against any and all costs, losses, and damages, including claims for bodily injury, disease, death,
personal injury and damage to property or loss of use resulting therefrom, and for professional liability, (including, but not limited to all fees and charges of contractors, architects, attorneys, and other professionals, and all court, arbitration, or other resolution costs) caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR’s officers, directors, partners, agents, contractors, employees, and CONTRACTOR’s consultants, agents, and contractors in the performance and furnishing of CONTRACTOR’s services under this Agreement, unless such claims are a result of the CITY’s sole negligence. Such payments on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY’s exclusive remedy.

**B: Copyright and Intellectual Property Rights.** At CONTRACTOR’s expense as described herein, CONTRACTOR shall indemnify, defend and hold CITY and its affiliates and their respective directors, officers, employees, and contractors and agents harmless from and against any claims that any of the professional services allegedly infringe a patent, copyright, trademark, trade secrets or other intellectual property right by defending against such claim and paying all amounts that a court awards or that CONTRACTOR agrees to in settlement of such claim. CONTRACTOR shall also reimburse the CITY for all reasonable expenses incurred by the CITY in respect of each claim. To qualify for such defense and payment, CITY must: (i) give CONTRACTOR prompt written notice of such claim; and (ii) allow CONTRACTOR to control, and fully co-operate with CITY in the defense and all related negotiations. CONTRACTOR’s obligation under this Section in conditional upon CITY’s agreement that, if the professional services become, or in CONTRACTOR’s opinion (as stated in writing to CITY by CONTRACTOR) is likely to become the subject of an infringement claim, then CITY shall permit CONTRACTOR, at CONTRACTOR’s expense, either to procure the right for CITY to continue to use such intellectual property contained in the professional services or to replace or modify it so that it becomes non-infringing and retains in all material respects comparable functionality in the CITY’s environment. CONTRACTOR shall have no obligation with respect to any claim to the extent it is based on (i) CITY’s use of the intellectual property contained in the professional services in violation of this Agreement; (ii) modifications or user controlled features not authorized by CONTRACTOR; (iii) custom programming for which CONTRACTOR does not develop the specifications or where the code at issue is supplied by CITY. This subsection states CONTRACTOR’s entire obligation regarding intellectual property right infringement.

**Article 16: Notices**
Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon date of receipt.

Article 17: Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

Article 18: Severability

Any provision or part of the agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY and CONTRACTOR, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article 19: Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Article 20: Headings

The headings used in this Agreement are for general reference only and do not have special significance.

Article 21: Contract Documents

The Contract Documents which comprise the entire Agreement between the CITY and CONTRACTOR consist of the following, which are made a part thereof:


21.3 **Attachment “B”:** Bid Proposal Packet submitted by Contractor in response to Exhibit “A”, “Bid Form, Project Plans and Specifications, “DOWNTOWN STORMWATER CHANNEL IMPROVEMENTS”, including, but not limited to:

A. Addendum numbers through inclusive.

B. Change Orders, Field Orders or written amendments duly delivered after execution of Agreement.


There are no Contract Documents other than those listed above in this Article 21. The Contract Documents may only be altered, amended, or repealed in accordance with the Terms and Conditions.

**Article 22: Governing Law**

This agreement shall be governed by the laws of the State of Florida. Both parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this agreement. In the event of litigation arising out of this agreement, the prevailing party shall be entitled to the award of attorney’s fees and costs at both the trial and appellate level.

**Article 23: Materials and Services**

The professional fees for the CONTRACTOR’s services are set forth on the “Fee Schedule” as contained in the CONTRACTOR’s submitted proposal and made part hereof.

Expenses for all work and services performed as provided within this Agreement will be estimated in advance and submitted to the City for approval prior to performance. Furthermore, any expenses above the initial estimated expenses must be approved in advance by the City.

**Article 25: General Terms**

The Contractor shall hold harmless and defend the City, its officers, agents, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description and all costs, including attorney fees, arising under this Agreement, including claims for property damage and claims for injury to or
death of persons arising out of or occurring as a result of any act or omission of the City, its officers, agents, or employees in the performance of its obligation to the City, other than claims arising from the intentional or negligent acts or omissions of the City, its officers, agents, or employees.

The Contractor without exception shall indemnify and hold harmless the City, its officers, agents, and employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this Agreement, including use by the City.

It is agreed that all materials and information furnished to the Contractor by the City or to the City by the Contractor shall remain confidential, except to the extent that such materials and information have become a matter of public record, and such materials and information shall not be divulged except as required under this Agreement or by the Laws of the State of Florida.

Article 26. Public Records Law Chapter 119 Florida Statutes

The Parties acknowledge that the CITY is a governmental entity subject to the Florida Public Records Law, as governed by Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF JACKSONVILLE BEACH, CITY CLERK’S OFFICE:

TELEPHONE NUMBER: 904-247-6250 EXT # 10
EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET
MAILING ADDRESS: 11 NORTH THIRD STREET
JACKSONVILLE BEACH, FL 32250

The CONTRACTOR must keep and maintain public records required by the CITY to perform the service. The CONTRACTOR acknowledges that upon request from the CITY, the CONTRACTOR must provide the CITY with a copy of the requested records or allow the record to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided
by law. The CONTRACTOR must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if The CONTRACTOR does not transfer the records to the CITY. Upon completion of the contract, The CONTRACTOR shall transfer, at no cost to the CITY, all public records in their possession OR keep and maintain all public records required by the CITY to perform the service contemplated herein. If The CONTRACTOR transfers all public records to the CITY upon completion of the contract, The CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If The CONTRACTOR keeps and maintains the public records upon completion of the contract, The CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY, in a format that is compatible with the CITY’s information technology systems.

The CONTRACTOR acknowledges that a request to inspect or copy public records relating to a CITY’s contract for services must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify The CONTRACTOR of the request, and The CONTRACTOR must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. If The CONTRACTOR fails to provide the public records to the CITY within a reasonable time it may be subject to penalties under s. 119.10, Florida Statutes. The CONTRACTOR acknowledges its potential liability pursuant to Section 119.0701(4), Florida Statutes, if the CITY has to seek legal action to compel The CONTRACTOR to produce public records relating to a CITY’s contract for services.

**Article 27: Dispute Resolution**

27.1 CITY and CONTRACTOR agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under other provisions of this Agreement, or under law.

27.2 This Section shall survive completion or termination of this Agreement.
IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Document have been signed or identified by CITY and CONTRACTOR on their behalf.

This agreement will be effective on ________________.

CITY: CITY OF JACKSONVILLE BEACH, FLORIDA

BY: ________________________________
   William C. Latham, Mayor

BY: ________________________________
   George D. Forbes, City Manager

ATTEST: ________________________________  Date Signed: ________________
   Laurie Scott, City Clerk

CONTRACTOR: ________________________________

BY: ________________________________

PRINTED NAME: ________________________________

TITLE: ________________________________

(CORPORATE SEAL)

ATTEST: ________________________________  Date Signed: ________________

PRINTED NAME: ________________________________
## SECTION 00500
### CITY/CONTRACTOR CONTRACT AGREEMENT

CONTRACT AGREEMENT for City Bid No. 1718-18
City of Jacksonville Beach, Property and Procurement

**TITLE:** DOWNTOWN STORMWATER CHANNEL IMPROVEMENTS

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### AGENT FOR SERVICE OF PROCESS

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**Designated Representative (Article 9):**

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STATE OF FLORIDA )
COUNTY OF )

KNOW ALL MEN BY THESE PRESENTS that ____________________________________________
as Principal, hereinafter called CONTRACTOR, ___________________________
as Surety, hereinafter called Surety, are held and firmly bound unto the CITY of
Jacksonville Beach as Obligee, hereinafter called CITY, in the amount of _____
Dollars ($__________) equal to 100% of the total contract price, for the payment whereof CONTRACTOR and Surety
bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, CONTRACTOR has by written agreement dated ____________, 20__, entered into
a Contract with CITY for:

CITY OF JACKSONVILLE BEACH
City Bid No: 1718-18 Downtown Stormwater Channel Improvements

in accordance with Drawings and Specifications prepared by City of Jacksonville Beach, Florida, which Contract is
by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall
in all respects promptly and faithfully perform and comply with the terms and conditions of said Contract and his
obligations thereunder and shall indemnify the CITY and the Consulting Engineer and save either or all of them
harmless against and from all costs, expenses and damages arising from the performance of said Contract or the repair
of any work thereunder, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect,
in accordance with the following terms and conditions:

A. The Principal and Surety jointly and severally agree to pay the CITY any difference between the sum to
which the said Principal would be entitled on the completion of the Contract, and that sum which the CITY
may be obliged to pay for the completion of said work by Contract or otherwise, and any damages, direct or
indirect or consequential, which the said CITY may sustain on account of such work, or on account of the
failure of said CONTRACTOR to properly and in all things, keep and execute all of the provisions of said
Contract.

B. And this Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance
of the project by the CITY and shall provide that the CONTRACTOR guarantees to repair or replace for said
period of one (1) year all work performed and materials and equipment furnished that were not performed or
furnished according to the terms of the Contract, and shall make good, defects thereof which have become
apparent before the expiration of said period of one (1) year. If any part of the project, in the judgment of
the CITY, for the reasons above stated needs to be replaced, repaired or made good during that time, the
CITY shall so notify the CONTRACTOR in writing. If the CONTRACTOR refuses or neglects to do such
work within five (5) days from the date of service of such Notice, the CITY shall have the work done by
others and the cost thereof shall be paid by the CONTRACTOR or his Surety.

C. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Contract or to the work to be performed thereunder or the
specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby
waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the
work or to the Specifications.

D. All Bonds shall be in the form prescribed by the Contract Documents or other form approved by Owner. All
else notwithstanding, the terms of all Payment Bonds shall be substantially in the form prescribed by Chapter
255, Florida Statutes. All Bonds shall be executed by Contractor and a Surety licensed to transact such
business in the State of Florida and named on the current list of “Companies Holding Certificates of Authority
as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular
Number 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the
SECTION 00610  
PERFORMANCE BOND

Treasury. The Surety shall have an A.M. Best Financial Performance rating of no less than “A-.” Contractor will cause the Bonds to be recorded with the Clerk of the Circuit Court in the county in which the Work is to be performed. Failure of the Contractor to deliver required Bonds in the form prescribed may constitute an event justifying termination for cause. The expense for all Bonds shall be Contractor’s responsibility.

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this ___ day of ______________, 20__, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole CITYship or Partnership, two (2) Witnesses required).  
(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

__________________________

(signature of authorized officer)

WITNESSES:

__________________________

Title

__________________________

Business Address

__________________________

CITY State

SURETY:

__________________________

Corporate Surety

WITNESS:

__________________________

(Affix Attorney-in-Fact Seal)

Business Address

__________________________

CITY State

Name of Local Insurance Agency
CERTIFICATES AS TO CORPORATE PRINCIPAL

I, ____________________________, certify that I am the Secretary of the Corporation named as Principal in the within bond; that ___________________ who signed the said bond on behalf of the Principal, was then __________________ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

______________________
Secretary (Corporate Seal)

STATE OF FLORIDA 
COUNTY OF

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared __________________________ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the __________________________ and that he has been authorized by __________________________ to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the_______________________.

Subscribed and sworn to before me this _____ day of ___________________________, 20___, A.D.

(Attach Power of Attorney)

Notary Public
State of Florida-at-Large
My Commission Expires: ________
STATE OF FLORIDA) ss
COUNTY OF )

KNOW ALL MEN BY THESE PRESENTS that
__________________________ as Principal, hereinafter called CONTRACTOR, and
__________________________ as Surety, hereinafter called Surety, are held
and firmly bound unto CITY of Jacksonville Beach, as Obligee, hereinafter called CITY, in the amount of

Dollars ($_) in lawful money of the United States, equal to one hundred percent (100%) of the total Contract price for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated__________________________, 2018, entered into a Contract with CITY for:

CITY OF JACKSONVILLE BEACH
City Bid No: 1718-18 Downtown Stormwater Channel Improvements
in accordance with Drawings and Specifications prepared by City of Jacksonville Beach, Florida, which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall promptly make payments to all claimants, as herein below defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

A. A claimant is defined as any person supplying the Principal with labor, material and supplies, used directly or indirectly by the said Principal or any subcontractor in the prosecution of the work provided for in said Contract, and is further defined in Section 713.01 of the Florida Statutes.

B. The above named Principal and Surety hereby jointly and severally agree with the CITY that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The CITY shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this bond for protection.

2. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefor.

3. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

4. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in
D. The Principal and the Surety jointly and severally, shall repay the CITY any sum which the CITY may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.

E. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.

F. All Bonds shall be in the form prescribed by the Contract Documents or other form approved by Owner. All else notwithstanding, the terms of all Payment Bonds shall be substantially in the form prescribed by Chapter 255, Florida Statutes. All Bonds shall be executed by Contractor and a Surety licensed to transact such business in the State of Florida and named on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular Number 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. The Surety shall have an A.M. Best Financial Performance rating of no less than “A-.” Contractor will cause the Bonds to be recorded with the Clerk of the Circuit Court in the county in which the Work is to be performed. Failure of the Contractor to deliver required Bonds in the form prescribed may constitute an event justifying termination for cause. The expense for all Bonds shall be Contractor’s responsibility.

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this ______________ day of ______________ 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL:

__________________________________________________________
Signature of Authorized Officer (Affix Seal)

WITNESSES:

__________________________________________________________
Title

__________________________________________________________
Business Address

__________________________________________________________
CITY State

SURETY:

__________________________________________________________
Corporate Surety

__________________________________________________________
Attorney-in-Fact (Affix Seal)

WITNESS:

__________________________________________________________

Jacksonville Beach Specification 4-5-18

City Bid No: 1718-18

00620-2
CERTIFICATES AS TO CORPORATE PRINCIPAL

I, ______________________, certify that I am the Secretary of the Corporation named as Principal in the within bond; that __________________ who signed the said bond on behalf of the Principal, was then ________________ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary (Corporate Seal)

STATE OF FLORIDA      )
ss
COUNTY OF             )

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared ______________________ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the_____________________________ and that he has been authorized by ______________________ to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the______________________.

Subscribed and sworn to before me this _____day of ____________, 20__, A.D.

(Attach Power of Attorney)

Notary Public
State of Florida-at-Large

My Commission Expires: ______________________
INSURANCE REQUIREMENTS

GENERAL PROVISIONS

Hold Harmless: The City shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Contractor, unless such claims are a result of the City’s sole negligence.

Payment on Behalf of the City: The Contractor agrees to pay on behalf of the City, the City’s legal defense, for all claims described herein.

Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered to be the City’s exclusive remedy.

Loss Control/Safety: Precaution shall be exercised at all times by the Contractor for the protection of all persons, employees, and property. The Contractor shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required herein. The Contractor shall name the City of Jacksonville Beach (City) as additional insured on the Contractor’s, and any sub-consultant’s or sub-contractor’s Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Contractor or its sub-consultant’s or sub-contractor’s. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the Organization.

INSURANCE REQUIREMENTS:

Insurance Requirements:

Basic Coverages Required: During the term of this contract, the Contractor shall procure and maintain the following-described insurance and/or self-insurance except for coverage’s specifically waived by the City. All policies and insurers must be acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types of amounts of insurance to be sufficient or adequate to protect the Contractor’s interests or liabilities, but are merely minimums.

All insurers must carry a current A M Best rating of at least A-.

Worker's Compensation Coverage is required.

The CONTRACTOR shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and employers liability limits of at least $100,000.00 each accident, $100,000.00 each employee and $500,000.00 policy limit for disease.

The CONTRACTOR shall also purchase any other coverages required by law for the benefit of employees.
General Liability Coverage is required for Contractors and all subcontractors.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and is required.

Coverage C, medical payments is not required.

Amounts:
- Bodily Injury: $1,000,000 Each Occurrence
  $1,000,000 Aggregate
- Property Damage: $1,000,000 Each Occurrence
  $1,000,000 Aggregate

Products and Completed Operations are required.

Amounts: $1,000,000 Aggregate

Business Auto Liability Coverage is required.

Business Auto Liability Coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Amounts:
- Bodily Injury: $1,000,000 Each Occurrence
  $1,000,000 Aggregate
- Property Damage: $1,000,000 Each Occurrence
  $1,000,000 Aggregate

Professional Liability Not required.

Professional liability coverage shall include liability for the providing or failure to provide professional services.

Pollution Liability Required of Contractors and all subcontractors

The City requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability: $1,000,000 Each Pollution Event Limit
$1,000,000 Aggregate Policy Limit

Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

Limits of Liability: $1,000,000 Each Occurrence
$1,000,000 Aggregate
SECTION 00630
INSURANCE REQUIREMENTS

Claims Made Coverage – No Gap

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of a claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

Certificates of Insurance.

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Contractor shall at the option of the City, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage. NOTE: Any sub-contractors approved by the City shall be required to provide proof of insurance identical in amounts as required by the contact to perform related services. All coverages shall name the City as “additional insured”.

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful proposer(s)’ obligation to fulfill the insurance requirements herein.

END OF SECTION
ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

**Addenda:** Written or graphic instruments issued prior to the opening of Bids, which clarify, correct or change the bidding documents or the Contract Documents.

**Agreement:** The written agreement between CITY and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

**Application for Payment:** The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

**Bid:** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**Bidding Documents:** The Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

**Bonds:** Bid, performance and payment bonds and other instruments of security.

**Change Order:** A document which is signed by CONTRACTOR and CITY and directs or authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

**Contract Documents:** The Bidding Documents, Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

**Contract Price:** The moneys payable by CITY to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1, in the case of Unit Price Work).

**Contract Time:** The number of days (computed as provided in paragraph 16.2) or the date stated in the Agreement for the completion of the Work.

**CONTRACTOR:** The person, firm or corporation with whom CITY has entered into the Agreement.

**Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion in accordance with paragraph 14.8 or 14.10).

**Drawings:** The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

**Effective Date of the Agreement:** The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered.
ENGINEER: The person, firm or corporation named as such in the Agreement, or as otherwise designated by the CITY.

Field Order: A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or Contract Time.

General Requirements: Sections of Division 1 of the Specifications.

Laws and Regulations; Laws or Regulations: Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award: The written notice to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, CITY will sign and deliver the Agreement.

Notice to Proceed: A written notice given to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

CITY: The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

Partial Utilization: Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project: The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Project Manual: The title of the bound documentary information prepared for a construction project and includes bidding requirements, conditions of contract and product specifications.

Resident Project Representative: The authorized representative of ENGINEER or CITY who is assigned to the site or any part thereof.

Shop Drawings: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion: The point at which, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, that it can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Supplementary Conditions: The part of the Contract Documents which amends or supplements these General Conditions.

Supplier: A manufacturer, fabricator, supplier, distributor, materialman or vendor.
Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

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

Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the act of and results of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Work Directive Change: A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement 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 as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.22. A Work Directive Change may not change the Contract Price 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 Price or Contract Time as provided in paragraph 10.2.

Written Amendment: A written amendment of the Contract Documents, signed by CITY and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to CITY, CONTRACTOR shall also deliver to CITY such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. CITY shall furnish to CONTRACTOR up to five copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time shall commence to run on the date indicated in the Notice to Proceed. In no event will the starting date included in the Notice to Proceed be later than the seventy-fifth day after the Effective Date of the Agreement.

Starting the Project:

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before
proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to CITY or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1. an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2. a preliminary schedule of Shop Drawing submissions; and

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work, which will be confirmed in writing by CONTRACTOR at the time of submission.

2.7 Before any Work at the site is started, CONTRACTOR shall deliver to CITY, with a copy to ENGINEER, certificates showing the existence of insurance (and other evidence of insurance required by CITY and/or the Contract Documents) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4.

Preconstruction Conference:

2.8 Before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

Finalizing Schedules:

2.9 At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submission. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3 - CONTRACT DOCUMENTS, INTENT, AMENDING, REUSE

Intent:

3.1 The Contract Documents comprise the entire agreement between CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 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 (or, on
the Effective Date of the Agreement if there were no 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 CITY, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provision of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4. The Agreement shall take precedence over all Contract Documents. The various Contract Documents shall be given precedence, in case of conflicts, error or discrepancy as follows: Agreement Modifications, Agreement, Technical Specifications, Supplementary Conditions, General Conditions, and Drawings. In the event of inconsistencies in the same order of precedence, the more expensive and/or stringent will be required. Full size details shall take precedence over scale drawings and large scale drawings shall take precedence over small scale drawings. Dimensions given in figures shall take precedence over scaled dimensions. Actual job dimensions shall take precedence over scale and figure dimensions on the drawings.

3.3 If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and, before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to CITY or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

Amending and Supplementing Contract Documents:

3.4 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1 a Written Amendment,

3.4.2 a Change Order (pursuant to paragraph 10.4), or

3.4.3 a Work Directive Change (pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

3.5 In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.5.1 a Field Order (pursuant to paragraph 9.5),

3.5.2 ENGINEER's approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or

3.5.3 ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.6 Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with CITY shall have or acquire any title to or CITYship rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of CITY and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS
Availability of Lands:

4.1 CITY shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by CITY, unless otherwise provided in the Contract Documents. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions:

4.2.1 Explorations and Reports:

Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes including means, methods, techniques, sequences and procedures of construction. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures:

Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions:

If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify CITY and ENGINEER in writing about the inaccuracy or difference.

4.2.4 ENGINEER's Review:

ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise CITY in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

4.2.5 Possible Document Change:

If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences or the
inaccuracy of difference.

4.2.6 Possible Price and Time Adjustments:

In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If CITY and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 11 and 12.

Physical Conditions -- Underground Facilities:

4.3.1 Shown or Indicated:

The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to CITY or ENGINEER by the CITYs of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1 CITY and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the CITYs of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated:

If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the CITY of such Underground Facility and give written notice thereof to that CITY and to CITY and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraphs 6.20.

Reference Points:

4.4 CITY will provide engineering surveys to establish reference points for construction as indicated on the Drawings which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements, Division I), shall protect and preserve the established reference points and shall make no changes or relocations without prior written approval of CITY. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grade or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:
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5.1 CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the Contract Documents.

5.1.1 The following requirements shall be met by all surety companies furnishing bid, performance, payment or other type of bonds:

5.1.1.1. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York, 10038.

5.1.1.2. The Surety shall be listed on the U. S. Department of Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570 (latest Revision) entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", and be authorized to do business in the state where the Project is located.

5.1.1.3. All Surety Companies are subject to approval and may be rejected by the CITY without cause, in the same manner that bids may be rejected.

5.1.2 Limitations: Bonding Limits or Bonding Capacity refer to the limit or amount of Bond acceptable on any one risk.

5.1.2.1. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).

5.1.3 Requirements:

5.1.3.1. Policy Holders Surplus is required to be five (5) times the amount of any one bond.

5.1.3.2. The Agent countersigning the bond shall be resident in the County where the Project is located and/or other counties that are acceptable to the CITY.

5.2 If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to CITY.

Contractor's Liability Insurance:

5.3 CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

5.3.1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

5.3.2 Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

5.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any CONTRACTOR's employees;
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5.3.4 Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;

5.3.5 Claims for damages other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

5.3.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the CITYship, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days' prior written notice has been given to CITY and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish CITY with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4 The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.30 and 6.31.

Property Insurance:

5.5 Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of CITY, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER's consultants in the Work, all of whom shall be listed as insured's or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

5.6 CONTRACTOR shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of CITY, CONTRACTOR, Subcontractors, ENGINEER AND ENGINEER's consultants in the Work, all of whom shall be listed as insured or additional insured parties.

5.7 All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.5 and 5.6 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to CITY by certified mail and will contain waiver provisions in accordance with paragraph 5.10.2.
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5.8 CITY shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.9 If CITY requests in writing that other special insurance be included in the property insurance policy, CONTRACTOR shall, if possible, include such insurance and cost thereof will be charged to CITY by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, CONTRACTOR shall in writing advise CITY whether or not such other insurance has been procured by CONTRACTOR.

Waiver of Rights:

5.10.1 CITY and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs 5.5 and 5.6 and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, ENGINEER, ENGINEER's consultants and all other parties named as insured's in such policies for losses and damages so caused. As required by paragraph 6.11, each subcontract between CONTRACTOR and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of CITY, CONTRACTOR, ENGINEER, ENGINEER's consultants and all other parties named as insureds.

5.10.2 CITY and CONTRACTOR intend that any policies provided in response to paragraphs 5.5 and 5.6 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insured’s or additional insured’s, and if the insurers require separate waiver forms to be signed by ENGINEER or ENGINEER's consultant, CITY will obtain the same, and if such waiver forms are required of any Subcontractor, CONTRACTOR will obtain the same.

Acceptance of Insurance:

5.11 If CITY has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR on the basis of its not complying with the Contract Documents, CITY shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to CITY in accordance with paragraph 2.7. CONTRACTOR shall provide to the CITY such additional information in respect of insurance provided as the CITY may reasonably request. Failure by CITY to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the CONTRACTOR as complying with the Contract Documents.

Partial Utilization - Property Insurance:

5.12. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and
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procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, methods, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to CITY and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3 CONTRACTOR shall provide competent, suitably 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 will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without CITY's written consent given after prior written notice to ENGINEER.

6.4 Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all 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.

6.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by 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 instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty of authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

Adjusting Progress Schedule:

6.6 CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provision of the General Requirements applicable thereto.

Substitutes or "Or-Equal" Item:

6.7.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to 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 state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for
use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with CITY for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute.

6.7.2 If a specific means, method, technique, sequence or 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 ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER and as may be supplemented in the General Requirements.

6.7.3 ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. CITY may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse CITY for the charges of ENGINEER and ENGINEER's consultants for evaluating each proposed substitute.

Concerning Subcontractors, Suppliers and Others:

6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to CITY and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom CITY or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to CITY in advance of the specified date prior to the Effective Date of the Agreement for acceptance by CITY and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, CITY's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by CITY or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of CITY or ENGINEER to reject defective Work.

6.9 CONTRACTOR shall be fully responsible to CITY 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. Nothing in the Contract Documents shall create any contractual relationship between CITY or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of CITY or ENGINEER to pay or to see to the payment of any money's due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.
6.10 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of CITY and ENGINEER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.5 and 5.6.

Patent Fees and Royalties:

6.12 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of CITY or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the Contract Documents. CONTRACTOR shall indemnify and hold harmless CITY and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys’ fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

6.13 Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. CITY 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, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility CITY's for connections to the Work, and CITY shall pay all charges of such utility CITY's for capital costs related thereto such as plant investment fees.

Laws and Regulations:

6.14.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither CITY nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Taxes:

6.15 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project, which are applicable during the performance of the Work.

Use of Premises:
6.16 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area or to the CITY or occupant thereof on any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against CITY or ENGINEER by any such CITY or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold CITY and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against CITY or ENGINEER to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

6.17 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18 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.

Record Documents:

6.19 CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for CITY. Final acceptance of the project will be withheld until delivery of the documents is made to the ENGINEER.

Safety and Protection:

6.20 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:

6.20.1 all employees on the Work and other persons and organizations who may be affected thereby:

6.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3 other property at the 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 notify CITY's of adjacent property and of Underground Facilities and utility CITY's when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed
by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be
remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to
the acts or omissions of CITY or ENGINEER or anyone employed by either of them or anyone for whose acts
either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence
of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall
continue until such time as all the Work is completed and ENGINEER has issued a notice to CITY and
CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly
provided in connection with Substantial Completion).

6.21 CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of
accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by
CONTRACTOR to CITY.

Emergencies:

6.22 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto,
CONTRACTOR, without special instruction or authorization from ENGINEER or CITY, is obligated to act to
prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if
CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have
been caused thereby. If ENGINEER determines that a change in the Contract Documents 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 variations.

Shop Drawings and Samples:

6.23 After checking and verifying all field measurements and after complying with applicable procedures specified in
the General Requirements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance
with the accepted schedule of Shop Drawings submissions (see paragraph 2.9), or for other appropriate action if so
indicated in the Supplementary Conditions, eight copies (unless otherwise specified in the General Requirements)
of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied
CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission.
Shop Drawings submitted without this stamp or specific written indication will be returned without action. All
submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete
with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to
enable ENGINEER to review the information as required.

6.24 CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no
delay in Work, all samples required by the Contract Documents. All samples will have been checked by and
accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities
under the Contract Documents with respect to the review of the submission and will be identified clearly as to
material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1 Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified
all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog
numbers, and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample
with other Shop Drawings and samples and with the requirements of the Work and the Contract
Documents.

6.25.2 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each
variation that the Shop Drawings or samples may have from the requirements of the Contract Documents,
and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to
ENGINEER for review and approval of each such variation.

6.26 ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER's
review and approval will be only for conformance with the design concept of the Project and for compliance with
the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences
or procedures of construction (except where a specific means, method, technique, sequence or procedure of
construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals. Shop Drawings and submittal data will be reviewed two times, thereafter all further review time will be charged to the CONTRACTOR.

6.27 ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28 Where a Shop Drawing or sample is required by Specifications, any related Work performed prior to ENGINEER's review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.29 CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with CITY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and CITY may otherwise agree in writing.

Indemnification:

6.30 To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless CITY and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

6.31 In any and all claims against CITY or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers’ or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32 The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

ARTICLE 7 - OTHER WORK

Related Work at Site:

7.1 CITY may perform other work related to the Project at the site with CITY's own forces, have other work performed by utility CITY's or let other direct contracts therefor which shall contain General Conditions similar to these. If
the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work.

7.2 CONTRACTOR shall afford each utility CITY and other contractor who is a party to such a direct contract (or CITY, if CITY is performing the additional work with CITY's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility CITYs and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between CITY and such utility CITYs and other contractors.

7.3 If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility CITY (or CITY), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

Coordination:

7.4 If CITY contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither CITY nor ENGINEER shall have any authority or responsibility in respect of such coordination.

ARTICLE 8 - CITY'S RESPONSIBILITIES

8.1 CITY shall issue all communications to CONTRACTOR through ENGINEER.

8.2 CITY shall furnish the data required of CITY under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.3 CITY's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to CITY's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.4 CITY is obligated to execute Change Orders as indicated in paragraph 10.4.

8.5 CITY's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.6 In connection with CITY's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with CITY's right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

CITY's Representative:

9.1 ENGINEER will be CITY's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as CITY's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of CITY and ENGINEER.
Visits to Site:

9.2 ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in substantial accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for CITY a greater degree of confidence that the Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep CITY informed of the progress of the Work and will endeavor to guard CITY against defects and deficiencies in the Work.

Project Representation:

9.3 If CITY and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If CITY designates another agent to represent CITY at the site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Supplementary Conditions.

Clarifications and Interpretations:

9.4 ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Authorized Variations in Work:

9.5 ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on CITY, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

Rejecting Defective Work:

9.6 ENGINEER will have authority to disapprove or reject Work, which ENGINEER believes to be defective (see 13.14) and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed. ENGINEER shall notify the CONTRACTOR in writing of any disapproval and/or rejection.

Shop Drawings, Change Orders and Payments:

9.7 In connection with ENGINEER's responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.28 inclusive.

9.8 In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.9 In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Article 14.
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Determination for Unit Prices:

9.10 ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decisions thereon will be final and binding upon CITY and CONTRACTOR, unless, within ten days after the date of any such decision, either CITY or CONTRACTOR delivers to the other party to the Agreement and to ENGINEER written notice of intention to appeal from such a decision.

Decisions on Disputes:

9.11 ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12 When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to CITY or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by CITY or CONTRACTOR of such rights 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.

Limitations on ENGINEER's Responsibilities:

9.13 Neither Engineer's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14 Whenever in the Contract Documents the term "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 and 9.16.

9.15 ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.16 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change
10.2 If CITY and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefor as provided in Article 11 or Article 12.

10.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22.

10.4 CITY and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1 changes in the Work which are ordered by CITY pursuant to paragraph 10.1, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties;

10.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11; provided that, in lieu of executing any such Change Order (or Written Amendment), an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11 - CHANGES OF THE CONTRACT PRICE

11.1 The Contract Price 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 his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) 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. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if CITY and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit price to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through
11.9.2, inclusive).

11.3.2 By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.1).

11.3.3 On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

Cost of the Work:

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise, and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by CITY.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to CITY. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to CITY who will then determine, with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Cost of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements, approved by CITY with the advise of ENGINEER, and the costs of transportation, loading, unloading, installation,
dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work. Rental of Contractor's or other's equipment at the site shall be for hours used only.

11.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of CITY. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5 The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

11.5.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and
CONTRACTOR's Fee:

11.6 The CONTRACTOR's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2 a fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1 for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's Fee shall be fifteen percent;

11.6.2.2 for costs incurred under paragraph 11.4.3, the CONTRACTOR's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

11.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5, and 11.5;

11.6.2.4 the amount of credit to be allowed by CONTRACTOR to CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4 inclusive.

11.7 Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8 It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER. CONTRACTOR agrees that:

11.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2 CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Unit Price Work:

11.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by
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CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10

11.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

ARTICLE 12 - CHANGE OF CONTRACT TIME

12.1 The Contract Time may only be changed by a Change Order or a Written Amendment. 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 and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) 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. All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if CITY and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by CITY or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall exclude recovery for damages for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1 CONTRACTOR warrants and guarantees to CITY that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2 ENGINEER and ENGINEER's representatives, other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with CITY's or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by CITY (unless otherwise specified).
13.5 All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to CITY and CONTRACTOR (or by ENGINEER if so specified).

13.6 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7 Neither observations by 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.

Uncovering Work:

13.8 If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observations and replaced at CONTRACTOR's expense.

13.9 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, if required (including but not limited to fees and charges of engineers, architects, attorneys and other professionals).

CITY May Stop the Work:

13.10 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, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11 If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

One Year Correction Period:

13.12 If within one year after the date of Substantial Completion 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 or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY's written instructions, either correct such defective Work, or, if it has been rejected by CITY, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.
Acceptance of Defective Work:

13.13 If, instead of requiring correction or removal and replacement of defective Work, CITY prefers to accept it, CITY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to CITY's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to CITY.

CITY May Correct Defective Work:

13.14 If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraphs 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, CITY may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, CITY may exclude CONTRACTOR from all or part of the site, take possession of the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees such access to the site as may be necessary to enable CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of CITY in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1 The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

14.2 At least twenty days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that CITY has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other
arrangements to protect CITY's interest therein, all of which will be satisfactory to CITY. The amount of retainage with respect to progress payments will be 10 percent except as otherwise provided in the Supplementary Conditions.

**CONTRACTOR's Warranty of Title:**

14.3 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to CITY no later than the time of payment free and clear of all Liens.

**Review of Applications for Progress Payment:**

14.4 ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to CITY, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by CITY to CONTRACTOR.

14.6 ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to CITY that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7 ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to CITY. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect CITY from loss because:

14.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,

14.7.2 the Contract Price has been reduced by Written Amendment or Change Order,

14.7.3 CITY has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or

14.7.4 of ENGINEER's actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

CITY may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, including liability for liquidated damages payable by the CONTRATOR, but CITY must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action.

**Substantial Completion:**

14.8 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify CITY and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to CITY a tentative certificate of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CITY shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes
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GENERAL CONDITIONS

that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to CITY notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of CITY's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to CITY and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from CITY. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to CITY and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless CITY and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on CITY and CONTRACTOR until final payment.

14.9 CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but CITY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.10 Use by CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which CITY, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by CITY without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1 CITY at any time may request CONTRACTOR in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to CITY and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify CITY and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CITY and CONTRACTOR in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2 CITY may at any time request CONTRACTOR in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter CITY, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to CITY and ENGINEER that such part of the Work is not ready for separate operation by CITY, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with
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GENERAL CONDITIONS

the requirements of paragraph 5.14 in respect of property insurance.

Final Inspection:

14.11 Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by CITY, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY or CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to CITY to indemnify CITY against any Lien.

Final Payment and Acceptance:

14.13 If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to CITY for payment. Thereupon ENGINEER will give written notice to CITY and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by CITY to CONTRACTOR.

14.14 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, CITY shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.15 CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance
of a certificate of Substantial Completion, nor any payment by CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CITY, nor any act of acceptance by CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.16).

Waiver of Claims:

14.16 The making and acceptance of final payment will constitute:

14.16.1 a waiver of all claims by CITY against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by CITY of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.16.2 a waiver of all claims by CONTRACTOR against CITY other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

CITY May Suspend Work:

15.1 CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

CITY May Terminate:

15.2 Upon the occurrence of any one or more of the following events:

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

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

15.2.3 if CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4 if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

15.2.5 if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment
15.2.7 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8 if CONTRACTOR disregards the authority of ENGINEER; or

15.2.9 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

CITY may, after giving CONTRACTOR (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as CITY may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to CITY. Such costs incurred by CITY will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph CITY shall not be required to obtain the lowest price for the Work performed.

15.3 Where CONTRACTOR's services have been so terminated by CITY, the termination will not affect any rights or remedies of CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by CITY will not release CONTRACTOR from liability.

15.4 Upon seven days' written notice to CONTRACTOR and ENGINEER, CITY may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court costs).

CONTRACTOR May Stop Work or Terminate:

15.5 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by CITY or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or CITY fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to CITY and ENGINEER, terminate the Agreement and recover from CITY payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or CITY has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to CITY and ENGINEER stop the Work until payment of all amounts then due. The provision of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with CITY.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:
16.2.1 When any period of 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 on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.2.2 A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

General:

16.3 Should CITY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

16.4 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to CITY and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.
1.1 NOTICES

A. In conformance with the requirements of the General Conditions all notices or other papers required to be delivered by the CONTRACTOR to the CITY shall be delivered to the office of the Dennis Dupries, Construction Project Manager, Public Works Department, 1460A Shetter Ave, Jacksonville Beach, Florida (32250).

1.2 LAYING OUT THE WORK

A. Prior to commencement of construction the Engineer will have established horizontal control throughout the site, which the CONTRACTOR shall use in laying out the work. The CONTRACTOR shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida.

B. The CONTRACTOR shall provide all labor and instruments and stakes, templates, and other materials necessary for marking and maintaining all lines and grades. The lines and grades shall be subject to any checking the CITY or Engineer may decide necessary.

C. No separate cost item is provided for laying out the work, the cost of which shall be included in the unit prices for items in the Proposal.

1.3 CONTRACTOR'S OFFICE - N/A

A. The CONTRACTOR shall provide and maintain an office with telephone facilities where he or a responsible representative of his organization may be reached at any time while work is in progress.

1.4 OBSTRUCTIONS

A. All water pipes, sanitary sewer pipes, storm drains, forcemains, gas or other pipe, telephone or power cables or conduits, curbs, sidewalks, all house services and all other obstructions, whether or not shown, shall be temporarily removed from, or supported across utility line excavations. Where it is necessary to temporarily interrupt house or business services, the CONTRACTOR shall notify the CITY or occupant, both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the CONTRACTOR shall obtain permission from the CITY, or shall make suitable arrangements for their disconnection by the CITY. The CONTRACTOR shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, power and telephone installations along the route of new pipelines or in the vicinity of new work are shown, but must be verified in the field by the CONTRACTOR. The CONTRACTOR shall uncover these pipes, ducts, cables, etc., carefully by hand, prior to installing new utility lines. Any discrepancies or necessary changes may be made to permit installation of new pipe. These conditions are supplemental to general requirements elsewhere in these specifications. Where fences, walls or other man-made obstructions exist illegally in the public right-of-way, the CITY shall have them removed upon adequate prior notice by the CONTRACTOR.

1.5 DAMAGE TO EXISTING STRUCTURES AND UTILITIES

A. The CONTRACTOR shall be responsible for and make good all damage to pavement beyond the limits of this Contract, buildings, telephone or other cables, water pipes, sanitary pipes, survey monuments or other structures which may be encountered, whether or not shown on the Drawings.

B. Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the Engineer. This information is not guaranteed, however, and it shall be the CONTRACTOR's responsibility to determine the location, character and depth of any existing utilities. He shall assist the utility companies, by every means possible to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities.
C. The CONTRACTOR shall be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work.

D. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the work, whether or not shown on the Drawings, and the removal, relocation and reconstruction of such items called for on the drawings or specified shall be included in the various Contract Items and no separate payments will be made therefor.

E. CONTRACTOR is expressly advised that the protection of buildings, structures, tunnels, tanks, pipelines, etc., and related work adjacent and in the vicinity of his operations, wherever they may be, is solely his responsibility.

F. Conditional inspection of buildings or structures in the immediate vicinity of the project which may reasonably be expected to be affected by the Work shall be performed by and be the responsibility of the CONTRACTOR.

G. CONTRACTOR shall, before starting operations, make an examination of the interior and exterior of the adjacent structures, buildings, facilities, etc., and record by notes, measurements, photographs, etc., conditions which might be aggravated by open excavation and construction shall be made to the satisfaction of the CITY and to the satisfaction of the Engineer. This does not preclude conforming to the requirements of the insurance underwriters. Copies of surveys, photographs, reports, etc., shall be given to the Engineer.

1.6 ADJUSTMENTS OF UTILITY CASTINGS, COVERS AND BOXES

A. All existing utility castings, including valve boxes, junction boxes, manholes, hand holes, pull boxes, inlets and similar structures in the areas of construction that are to remain in service shall be adjusted by the CONTRACTOR to bring them flush with the surface of the finished work.

1.7 TESTS

A. The CONTRACTOR will pay for all required tests including pressure leakage tests. Generally, tests will be concrete, LBR proctors, compaction and density tests, and pressure leakage tests. On pipe, the manufacturer's or supplier's certificate that the material meets the requirements of the specification will be accepted subject to verification by the CITY's Engineer. Water required for leakage tests shall be furnished and paid for by the CONTRACTOR.

1.8 RECORD DRAWINGS

A. During the entire construction operation, the CONTRACTOR shall maintain records of all deviations from the Drawings and Specifications and shall prepare therefrom "record" drawings showing correctly and accurately all changes and deviations from the work made during construction to reflect the work as it was actually constructed. These drawings shall conform to recognized standards of drafting, shall be neat and legible. Upon completion of the project, the “record” drawings shall be submitted to the Engineer on Auto-CAD 2010 or latest version. All inverts and locations shall be certified by a Land Surveyor registered in Florida. Final As-builts which have been reviewed and approved by the Engineer shall be submitted to the Jacksonville Beach Public Works Department in the following formats:

   1 Disk in Auto-Cad, 2010 or latest version

   2 sets of blue-line drawings (full size)-signed/sealed

   2 copies of PDF’s.

1.9 SUBSURFACE INVESTIGATION
A. The CONTRACTOR shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the ground water conditions, the character of equipment and facilities needed preliminary to and during execution of the work, the general and local conditions and all other matters which can in any way affect the work under this contract. The prices established for the work to be done will reflect all costs pertaining to the work. Any claims for extras based on substrata or ground water table conditions will not be allowed.

1.10 WORK SCHEDULES AND OVERTIME

A. No work shall be done between the hours of 8:00 p.m. and 8:00 a.m., nor on Saturday, Sunday, or legal holidays observed by the CITY in any case, without the CITY's written approval.

1.11 CITY'S PROJECT REPRESENTATIVE

A. A CITY’s Project Representative will be assigned to all utility projects.
B. The Project Representative shall inspect all construction and materials, and shall inspect preparation, fabrication or manufacture of components, and materials and supplies.
C. The Project Representative is not authorized to revoke, alter or waive any requirements of the specifications, but is authorized and expected to call to the attention of Engineer and/or CONTRACTOR any failure of work or materials to conform to the Drawings and Specifications. Inspectors shall have no authority to permit deviation from or to modify any of the provisions of the Drawings or Specifications without the written permission or instruction of the CITY with the concurrence of the Engineer, or to delay the CONTRACTOR by failure to observe the materials and work with reasonable promptness.
D. The Project Representative shall have the authority to reject materials or suspend the work until questions of issue can be resolved to the CITY’s satisfaction.
E. The Project Representative shall in no case act as foreman, give advice or perform other duties for the CONTRACTOR nor interfere with the management of the work.
F. Project Representative will make routine passes to inspect such items as thrust blocks, materials on site, and clearances between conflicting lines. Scheduled inspections are also required for jacking and boring operations, stream or ditch crossings and any time a connection is to be made to the CITY’s system.

1.12 SURFACE RESTORATION

A. Disturbed surfaces shall be restored to equal or better condition than the original. Where detailed, the Drawings show minimum requirements.
B. For driveways and public roads, restoration to the CITY's highway standards is the minimum requirement.

1.13 NOTIFICATION TO LOCAL RESIDENTS

A. At least five (5) days before the start of construction, the CONTRACTOR shall notify local residents along the route of the project of the work to be performed by distributing a flyer describing the work to be performed.

1.14 MODIFICATIONS TO THE GENERAL CONDITIONS, SECTION 00700

A. Article 1:

1. Whenever the term ENGINEER is used it is construed to mean ARCHITECT/ENGINEER where the contract involves a building.
SECTION 00800
SPECIAL CONDITIONS

2. CITY'S REPRESENTATIVE: A person appointed by the CITY to observe the work performed and the materials furnished by the CONTRACTOR. Unless otherwise stated, the person will be an employee of the CITY, not the ENGINEER.

3. PROJECT REPRESENTATIVE: Same as CITY'S REPRESENTATIVE.

B. Article 2:

1. Amend paragraph 2.8 to read as follows:

Before CONTRACTOR starts the Work at the site, a conference attended by CITY, CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

C. Article 6:

1. Amend paragraph 6.7.3 to read as follows:

ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. CITY will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without CITY's prior written acceptance, which will be evidenced by either a Change Order or an approved Shop Drawing. CITY may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not CITY accepts a proposed substitute, CONTRACTOR shall reimburse CITY for the charges of ENGINEER and ENGINEER's consultants for evaluating each proposed substitute.

END OF SECTION
SECTION 00844
APPLICATION FOR PAYMENT

The Application for Payment shall be made on an original AIA Document G702. Contractor shall attach supporting documentation to this form as necessary.
CITY OF JACKSONVILLE BEACH
APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: CITY OF JACKSONVILLE BEACH
1460 SHETTER AVE, 2ND FLOOR
JACKSONVILLE BEACH, FL 32250

FROM CONTRACTOR: Contractor's Name & Address

APPLICATION NO.:
PERIOD TO:
PROJECT NO.:

DOWNTOWN STORMWATER CHANNEL IMPROVEMENTS

CONTRACTORS APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract.

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<td>1. ORIGINAL CONTRACT SUM</td>
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<td>2. Net change by Change Orders</td>
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<td>3. CONTRACT SUM TO DATE (LINE 1 + 2)</td>
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<td>4. TOTAL COMPLETED &amp; STORED TO DATE</td>
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<td>5. RETAINAGE:</td>
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<td>a. _____% of Completed Work</td>
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<td>Total Retainage (Line 5a + 5b)</td>
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<td>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</td>
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<td>8. CURRENT PAYMENT DUE</td>
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<td>9. BALANCE TO FINISH, INCLUDING RETAINAGE</td>
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CHANGE ORDER SUMMARY

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<th>ADDITIONS</th>
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Attach a Schedule of Values which includes a description of work completed along with any supporting documentation.

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

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

By: ___________________________  Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work: The work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all work included in this Contract and as described in Section 00300A Scope of Services.

B. Work Includes:

1. The CONTRACTOR shall furnish all labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the work. The CONTRACTOR shall obtain and pay for all necessary local building permits. The CONTRACTOR shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Construction Manager, and in strict accordance with the Contract Documents. The CONTRACTOR shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

2. The cost of incidental work described in these General Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.

3. The CONTRACTOR shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The CONTRACTOR shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the Construction Manager notwithstanding.

4. The CONTRACTOR shall restore all City and private property, damaged by construction, to its original condition as soon as practical. In addition, access to businesses located adjacent to the project site must be maintained at all times.

5. The CONTRACTOR shall make exploratory excavations at all intersections of proposed work and existing utilities. If there is a potential conflict, the CONTRACTOR is to notify the Engineer immediately. Information on the obstruction to be furnished by the CONTRACTOR shall include: location, elevation, utility type, material and size.

6. The CONTRACTOR shall pay for all inspections during the progress of the Work required and provided by the CITY of all existing public utilities paralleling or crossing the Work, as shown on the Drawings. All such inspection fees shall be considered as part of the general cost of doing the Work and shall be included in the lump sum price as provided in the bid form for the Contract.

C. Public Utility Installations and Structures:

1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes and all other appurtenances and facilities pertaining thereto whether owned or controlled by the CITY, other governmental bodies or privately owned by individuals, firms or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water or other public or private property which may be affected by the work shall be deemed included hereunder.

2. The Contract Documents contain data relative to existing public utility installations and structures
above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the CONTRACTOR to make his own investigations to inform himself fully of the character, condition and extent of all such installations and structures as may be encountered and as may affect the construction operations.

3. The CONTRACTOR shall protect all public utility installations and structures from damage during the work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the CONTRACTOR at his expense. All existing public utilities damaged by the CONTRACTOR shall be repaired by the CONTRACTOR, at his expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.

4. Public utility installations or structures owned or controlled by the CITY or other governmental body which are shown on the Drawings to be removed, relocated, replaced or rebuilt by the CONTRACTOR shall be considered as a part of the general cost of doing the work and shall be included in the prices bid for the various contract items. No separate payment shall be made therefore.

5. Where public utility installations of structures owned or controlled by the CITY or other governmental body are encountered during the course of the work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction, or such work may be ordered, in writing by the Engineer, for the CONTRACTOR to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously and the CONTRACTOR shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the CONTRACTOR, it will be paid for as extra work as provided in the Agreement.

6. The CONTRACTOR shall, at all times in performance of the work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage or destruction of public utility installations and structures; and shall, at all times in the performance of the work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the CITY’s thereof to that end.

7. The CONTRACTOR shall give written notice to CITY and other governmental utility departments and other CITY’s of public utilities of the location of his proposed construction operations, at least forty-eight (48) hours in advance of breaking ground in any area or on any unit of the work. This can be accomplished by making the appropriate contact with the following utility companies:

City of Jacksonville Beach
Construction Coordination
Number: (904) 509-0268

Water & Sewer
City of Jacksonville Beach
Department of Public Works
Number: (904) 247-6273

American Telephone & Telegraph Co.
Jogie Marquez (904) 256-3225
Locates: 800-432-4770
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Cable
Comcast Cable
Larry Winburn Number: (904) 759-2981

Electric
City of Jacksonville Beach-Beaches Energy
Number: (904) 247-6280

Ferrellgas Company
Number: (904) 246-7316

TECO Peoples Gas
Number: (904) 739-1211

8. The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the CONTRACTOR as herein provided, shall be done by methods approved by the CITY’s of such utilities.

1.2 DRAWINGS AND PROJECT MANUAL

A. Drawings: When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large scale drawings in preference to small scale drawings.

B. Copies Furnished to CONTRACTOR:

1. After the Contract has been executed, the CONTRACTOR will be furnished with one (1) complete set of reproducible mylar sepias (24 inches by 36 inches) and three (3) reproducible copy of Project Manuals (including Contract Requirements and Specifications), all Addenda and one (1) CD Disk with all project documents in PDF format.

2. The CONTRACTOR shall furnish each of the subcontractors, manufacturers, and material suppliers such copies of the Contract Documents as may be required for their work. All copies of the Contract Documents shall be printed from the reproducible sets furnished to the CONTRACTOR. All costs of reproduction and printing shall be borne by the CONTRACTOR.

C. Supplementary Drawings:

1. When, in the opinion of the Engineer, it becomes necessary to explain more fully the work to be done or to illustrate the work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer and the CONTRACTOR will be furnished with one (1) complete set of reproducible mylar sepias (24 inches by 36 inches) and one (1) reproducible copy of the Project Manual.

2. The Supplementary Drawings shall be binding upon the CONTRACTOR with the same force as the Contract Drawings. Where such Supplementary Drawings require either less or more than the estimated quantities of work, credit to the CITY or compensation therefor to the CONTRACTOR shall be subject to the terms of the Agreement.

D. CONTRACTOR to Check Drawings and Data:

1. The CONTRACTOR shall verify all dimensions, quantities, and details shown on the Drawings, Supplementary Drawings, schedules, Specifications, or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the CONTRACTOR of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of
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any errors or omissions, as full instructions will be furnished by the Engineer, should such errors or
omissions be discovered.

2. All schedules are given for the convenience of the Engineer and the CONTRACTOR and are not
guaranteed to be complete. The CONTRACTOR shall assume all responsibility for the making of
estimates of the size, kind, and quality of materials and equipment included in work to be done under
the Contract.

E. Specifications: The Technical Specifications consist of three (3) parts: General, Products and Execution.
The General part of a section contains General Requirements, which govern the work. Products and
Execution Parts modify and supplement the General Requirements by detailed requirements for the work
and shall always govern whenever there appears to be a conflict.

F. Intent:

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

2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a
detailed description concerning any work to be done and materials to be furnished, shall be regarded
as meaning that only the best general practice is to prevail and that only material and workmanship
of the best quality is to be used, the interpretation of these Specifications shall be made upon that
basis.

1.3 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. The names of proposed manufacturers, material suppliers and dealers who are to furnish materials,
fixtures, equipment, appliances or other fittings shall be submitted to the Engineer for approval, as
early as possible, to afford proper investigation and checking. Such approval must be obtained before
Shop Drawings will be checked. No manufacturer will be approved for any materials to be furnished
under this Contract unless he shall be of good reputation and have a plant of ample capacity. He
shall, upon the request of the Engineer, be required to submit evidence that he has manufactured a
similar product to the one specified and that it has been previously used for a like purpose for a
minimum of five (5) years to demonstrate its satisfactory performance.

2. All transactions with the manufacturers or subcontractors shall be through the CONTRACTOR,
unless the CONTRACTOR shall request and at the Engineer's option, that the manufacturer or
subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the
CONTRACTOR from his full responsibility under this Contract.

3. Any two (2) or more pieces of material or equipment of the same kind, type or classification, and
being used for identical types of service, shall be made by the same manufacturer.

4. Major pieces of equipment are listed in the Bid Proposal and are required to be named as part of said
Bid Proposal.

B. Delivery:

1. The CONTRACTOR shall deliver materials in ample quantities to insure the most speedy and
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uninterrupted progress of the work so as to complete the work within the allotted time.

2. The CONTRACTOR shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related CONTRACTOR.

C. Tools and Accessories:

1. The CONTRACTOR shall, unless otherwise stated in the Contract Documents, furnish with each type, kind or size of equipment, one complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.

2. Spare parts shall be furnished as specified herein and as recommended by the manufacturer necessary for the operation of the equipment, not including materials required for routine maintenance.

3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight and principal rate data.

D. Service of Manufacturer’s Engineer:

1. The Contract prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the CONTRACTOR, when required, to install, adjust, test and place in operation, the equipment in conformity with the Contract Documents.

2. After the equipment is placed in permanent operation by the CITY, the CONTRACTOR shall make all adjustments and tests required by the Engineer to prove that such equipment is in proper and satisfactory operating condition, and shall instruct operating personnel as may be designated by the CITY in the proper operation and maintenance of such equipment.

1.4 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the CONTRACTOR, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the Engineer as a prerequisite for the acceptance of any material or equipment.

2. If, in the making of any test of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract Documents, the CONTRACTOR will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the CITY.

3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.

4. The CONTRACTOR shall be fully responsible for the proper operation of equipment during tests and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the CITY formally takes over the operation thereof.
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B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the CONTRACTOR, unless otherwise expressly specified.

2. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the CONTRACTOR and such costs shall be deemed to be included in the Contract price.

3. Materials and equipment submitted by the CONTRACTOR as the equivalent to those specifically named in the Contract may be tested by the CITY for compliance. The CONTRACTOR shall reimburse the CITY for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Inspection of Materials:

1. The CONTRACTOR shall give notice in writing sufficiently in advance of his intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the CITY will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials or he will notify the CONTRACTOR that the inspection will be made at a point other than the point of manufacture.

2. The CONTRACTOR must comply with these provisions before shipping any material. Such inspection shall not release the CONTRACTOR from the responsibility for furnishing materials meeting the requirements of the Contract Documents.

D. Certificate of Manufacture:

1. When inspection is waived or when the CITY so requires, the CONTRACTOR shall furnish to him authoritative evidence in the form of Certificate of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents.

2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

E. Shop Tests:

1. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents.

2. No such equipment or materials shall be shipped to the work site until the Engineer notifies the CONTRACTOR, in writing, that the results of such tests are approved.

3. Five (5) copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company and/or independent laboratory, shall be submitted to the Engineer for approval.

4. The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the CONTRACTOR.
F. Start Up Tests:

1. As soon as conditions permit, the CONTRACTOR shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.

2. If the start-up tests disclose any equipment furnished under this Contract, which does not comply with the requirements of the Contract Documents, the CONTRACTOR shall, prior to demonstration tests, make all changes, adjustments and replacements required. The furnishing CONTRACTOR shall assist in the start-up tests as applicable.

G. Demonstration Tests:

1. Upon completion of the work and prior to final payment, all equipment and piping installed under this Contract shall be subjected to demonstration tests as specified or required to provide compliance with the Contract Documents.

2. The CONTRACTOR shall furnish labor, fuel, energy, water and all other materials, equipment and instruments necessary for all demonstration tests, at no additional cost to the CITY. The furnishing CONTRACTOR shall assist in the demonstration tests as applicable.

H. Final Inspection: During such final inspections, the work shall be clean and free from standing water. In no case will the final estimate be prepared until the CONTRACTOR has complied with all requirements set forth and the Engineer and CITY have made their final inspection with the CONTRACTOR of the entire work and are satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract Documents.

1.5 TEMPORARY STRUCTURES

A. Temporary Fences: If during the course of the work, it is necessary to remove or disturb any fence or part thereof, the CONTRACTOR shall provide a suitable temporary fence at his own expense.

B. Responsibility for Temporary Structures: In accepting the Contract, the CONTRACTOR assumes full responsibility for the sufficiency and safety of all temporary structures or work and for any damage which may result from their failure or their improper construction, maintenance or operation and will indemnify and save harmless the CITY from all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provisions.

1.6 TEMPORARY SERVICES

A. Accident Prevention:

1. Precautions shall be exercised at all times for the protection of person and property. The safety provisions of applicable laws, building and construction codes shall be observed.

2. The CONTRACTOR shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596), and under Section 107 of the contract work. Hours and Safety Standards Act (PL 91-54), except where state and local safety standards have been approved by the Secretary of Labor in accordance with provisions of the Occupational Safety and Health Act, shall be complied with.

B. First Aid: The CONTRACTOR shall keep upon the site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times when persons are employed on the work.
1.7 LINES AND GRADES

A. Grade:

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the CONTRACTOR.

2. The Engineer will establish bench marks and base line controlling points. Reference marks for lines and grades as the work progresses will be located by the CONTRACTOR to cause as little inconvenience to the prosecution of the work as possible. The CONTRACTOR shall so place excavation and other materials as to cause no inconvenience in the use of the reference marks provided. He shall remove any obstructions placed by him contrary to this provision.

B. Surveys:

1. The CONTRACTOR shall furnish and maintain, at his own expense, stakes and other such materials.

2. The CONTRACTOR shall check such reference marks by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies.

3. The CONTRACTOR shall, at his own expense, establish all working or construction lines and grades as required from the reference marks set by the survey, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review by the Engineer.

C. Safeguarding Marks:

1. The CONTRACTOR shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points; stakes and marks.

2. The CONTRACTOR shall safeguard all existing and known property corners, monuments and marks adjacent to but not related to the work and, shall bear the cost of re-establishing them if disturbed or destroyed.

1.8 ADJACENT STRUCTURES AND LANDSCAPING

A. Responsibility:

1. The CONTRACTOR shall also be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work.

2. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the work, whether or not shown on the Drawings, and the removal, relocation and reconstruction of such items called for on the Plans or specified shall be included in the various Contract items and no separate payments will be made therefor.

3. CONTRACTOR is expressly advised that the protection of buildings, structures, tunnels, tanks, pipelines, etc. and related work adjacent and in the vicinity of his operations, wherever they may be, is solely his responsibility.
4. Conditional inspection of buildings or structures in the immediate vicinity of the project which may reasonably be expected to be affected by the Work shall be performed by and be the responsibility of the CONTRACTOR.

5. CONTRACTOR shall, before starting operations, make an examination of the interior and exterior of the adjacent structures, buildings, facilities, etc., and record by video tape, conditions which might be aggravated by open excavation and construction. Repairs or replacement of all conditions disturbed by the construction shall be made to the satisfaction of the CITY. This does not preclude conforming to the requirements of the insurance underwriters. Copies of surveys, photographs, reports, etc., shall be given to the CITY.

6. Prior to the beginning of any excavations the CONTRACTOR shall advise the Engineer of all buildings or structures on which he intends to perform work or which performance of the project work will affect.

B. Protection of Trees: All trees and shrubs shall be adequately protected by the CONTRACTOR with boxes or otherwise in accordance with ordinances governing the protection of trees. No excavated materials shall be placed so as to injure such trees or shrubs. Trees or shrubs destroyed by the CONTRACTOR or his employees shall be replaced by him with new stock of similar size and age, at its proper season and at the sole expense of the CONTRACTOR.

C. Lawn Areas: Lawn areas shall be left in as good condition as before the starting of the work. Where sod is to be removed, it shall be carefully removed, and later replaced, or the area where sod has been removed shall be restored with new sod. Before beginning construction, CONTRACTOR shall prepare a video tape along the path of construction showing the date, time, and right-of-way conditions for submission to the Engineer.

D. Restoration of Fences:
   1. Any fence, or part thereof, that is damaged or removed during the course of the work shall be replaced or repaired by the CONTRACTOR and shall be left in as good a condition as before the starting of the work.
   2. The manner in which the fence is repaired or replaced and the materials used in such work shall be subject to the approval of the CITY.
   3. The cost of all labor, materials, equipment, and work for the replacement or repair of any fence shall be deemed included in the appropriate Contract item or items, or if no specific item is provided therefore, as part of the overhead cost of the work, and no additional payment will be made therefor.

E. Restoration of Irrigation Sprinkler Systems:
   CONTRACTOR shall contact each property along the route of new piping and construction and locate any existing irrigation/sprinkler systems. CONTRACTOR shall be responsible for the repair/replacement of any damaged irrigation/sprinkler systems on private property or City R/W’s due to work being performed by CONTRACTOR or subcontractors. The CONTRACTOR shall have three (3) working days to repair the damaged irrigation/sprinkler system from the date of damage. If the irrigation/sprinkler system has not been repaired within the three (3) working days, the Engineer/City will notify the CONTRACTOR in writing that the CONTRACTOR has five (5) additional days in which to repair the damaged irrigation/sprinkler system or the City will authorize the property CITY of said damage area to have the system repaired by an independent irrigation/sprinkler company and that cost will be deducted from the CONTRACTOR’s final contract price.
1.9 PROTECTION OF WORK AND PUBLIC

A. Barriers and Lights:

1. During the prosecution of the work, the CONTRACTOR shall install and maintain at all times such barriers and lights as will effectually prevent accidents.

2. The CONTRACTOR shall provide suitable barricades, red lights, "danger" or "caution" or "street closed" signs and safety personnel at all places where the work causes obstructions to the normal traffic or constitutes in any way a hazard to the public.

B. Noise:

1. The CONTRACTOR shall eliminate noise to as great an extent as practicable at all times. Air compressing plants shall be equipped with silencers and the exhaust of all gasoline motors or other power equipment shall be provided with mufflers. The CONTRACTOR shall construct sound barriers as necessary to eliminate noise.

2. In the vicinity of hospitals and schools, special care shall be used to avoid noise or other nuisances. The CONTRACTOR shall strictly observe all local regulations and ordinances covering noise control.

3. Except in the event of an emergency, no work shall be done between the hours of 8:00 p.m. and 8:00 a.m., or on Sundays or legal holidays without written permission of the CITY. If the proper and efficient prosecution of the work requires operations during the night, the written permission of the CITY shall be obtained before starting such items of the work.

C. Access to Public Services: Neither the materials excavated nor the materials or plant used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves, manholes, etc.

D. Dust Prevention: The CONTRACTOR shall prevent dust nuisance from his operations or from traffic by keeping the roads clean and/or construction areas sprinkled with water at all times.

1.10 CUTTING AND PATCHING:

A. The CONTRACTOR shall do all cutting, fitting or patching of his portion of the work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the Engineer and in accordance with the Drawings and Specifications.

B. The work must be done by competent workmen skilled in the trade required by the restoration.

1.11 CLEANING

A. During Construction:

1. During construction of the work, the CONTRACTOR shall, at all times, keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the CITY, such material, debris, or rubbish constitutes a nuisance or is objectionable.

2. The CONTRACTOR shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops. CONTRACTOR shall be responsible and liable for all
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spillage and incur all associated costs including, but not limited to, costs related to repair and maintenance resulting from damages thereof.

B. Final Cleaning:

1. At the conclusion of the work, all erection plant, tools, temporary structures and materials belonging to the CONTRACTOR shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.

2. The CONTRACTOR shall thoroughly clean all equipment and materials installed by him and shall deliver such materials and equipment undamaged in a bright, clean, polished and new operation condition.

1.12 MISCELLANEOUS

A. Protection Against Siltation and Bank Erosion:

1. The CONTRACTOR shall arrange his operations and construct erosion control devices to minimize siltation and bank erosion on construction sites and on existing or proposed water courses and drainage channels.

2. The CONTRACTOR, at his own expense, shall remove any siltation deposits and correct any erosion problems as directed by the Engineer, which results from his construction operations.

B. Protection of Wetland Areas:

1. The CONTRACTOR shall properly dispose of all surplus material, including soil, in accordance with local, state and federal regulations.

2. Under no circumstances shall surplus material be disposed of in wetland areas as defined by the Florida Department of Environmental Protection, or the St. Johns River Water Management District.

C. Existing Facilities: The work shall be so conducted to maintain existing facilities in operation insofar as is possible.

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

E. Cooperation with Other Contractors and Forces:

1. During progress of work under this Contract, it may be necessary for other Contractors and persons employed by the CITY to work in or about the project.

2. The CITY reserves the right to put such other Contractors to work and to afford such access to the Site of the Work to be performed hereunder at such times as the CITY deems proper.

3. The CONTRACTOR shall not impede or interfere with the work of such other Contractors engaged in or about the work and shall so arrange and conduct his work that such other Contractors may complete their work at the earliest date possible.

F. Construction shall be conducted and shall result in construction of the improvements of this project in full accordance with the conditions of the Permits granted for the Project.
G. The work of others may interface with the work by the CONTRACTOR. The CONTRACTOR is responsible to meet and coordinate this work with that of others so that the CITY obtains a safe, efficient, timely completion of all work constructed. No additional time or compensation will be granted for this coordination of efforts.

PART 2- PRODUCTS (NOT USED)

PART 3- EXECUTION (NOT USED)

END OF SECTION
1.1 GENERAL

A. The CONTRACTOR shall receive and accept the compensation provided in the Proposal and the Contract as full payment for furnishing all materials, labor, tools and equipment, for performing all operations necessary to complete the work under the Contract, and also in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the Engineer, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the CITY.

B. The prices stated in the proposal include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Drawings and specified herein. The basis of payment for an item at the unit price shown in the proposal shall be in accordance with the description of that item in this Section.

C. The CONTRACTOR's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the CONTRACTOR feel that the cost for any item of work has not been established by the Bid Form or Payment Items, he shall include the cost for that work in some other applicable bid item, so that his bid for the project reflects his total price for completing the work in its entirety.

1.2 MEASUREMENT

The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the CITY, in accordance with the applicable method of measurement therefore contained herein. A representative of the CONTRACTOR shall witness all field measurements. Tree size shall be measured at 4.5 feet above grade.

1.3 PAYMENT ITEMS

A. Construction Photographs: Measurement for construction photographs will not be made and payment shall be included in the price of other bid items.

B. Maintenance of Traffic: No additional payment will be made for maintenance of traffic (MOT). All costs associated with MOT shall be included in the payments for other bid items completed and accepted. An MOT plan shall be submitted to the City for approval prior to the construction of the work.

B. Any construction or restoration outside the limits shown on the Drawings or specified elsewhere will be at the Contractor’s expense.

C. Clearing Ditch Bottom and Banks: Measurement will be based on the actual number of linear feet of ditch bottom and banks cleared based on the initial and selective clearing and grubbing indicated in Section 02110. Work shall include, but not limited to, cut-off of all trees 6-inch diameter and less at 6-inches above grade in ditch banks, remove all trees, stumps, underbrush in ditch bottom, cutting selected trees greater than 6 inch diameter, removal and disposal of trees, re-establishing the existing ditch bottom, remove and dispose of silt on-site, regrading side slopes, erosion control measures, hydro-seeding disturbed ditch banks, repair of damaged golf course areas allowance (by others), repair of damaged golf course irrigation system, and insurance. Payment will be based on the unit price and shall include all labor, materials and equipment necessary to perform the work.

D. Cut/Remove/Dispose of Trees: Measurement will be based on the number and sizes of trees cut, removed and disposed of. Payment will be based on the unit price and shall include all labor, materials and equipment necessary to perform the work.

E. Initial Survey: Measurement will include setting benchmarks, locating and setting lot corners, staking out the drainage right-of-way and ditch at 100-foot stations. Payment will be based on the lump sum unit
price and shall include all labor, materials and equipment necessary to perform the work.

F. Final Survey: Measurement will include preparation of a topographical survey drawing indicating trees and utilities, ditch cross-sections at 50-feet stations, and contours at one-foot intervals. Payment will be based on the lump sum unit price and shall include all labor, materials and equipment necessary to perform the work.

G. Remove and Dispose of Silt On-Site: Measurement will be based on the number of cubic yards of silt removed and disposed of on-site. Payment will be based on the unit price and shall include all labor, materials, and equipment necessary to perform the work.

H. Laydown Area: Measurement will be based on the removal and replacement of approximately 250 linear feet of green vinyl coated, aluminum coated steel chain link fence, installation of a 16-foot wide commercial double swing gate, 6-inch (min.) gate posts, 2-inch mesh (9 gauge min.), 6-foot high, extruded green vinyl coating, green slats, removal and disposal of six $>6'' <12''$ and five $>12'' <24''$ trees including root-balls, and clearing and grubbing. Gate fence shall be designed to withstand the current wind load. Payment will be based on the lump sum unit price and include all labor, materials, and equipment necessary to perform the work.

I. Golf Course Restoration Allowance (By Others): Measurement shall be the Lump Sum unit price and shall include all work necessary for stripping damaged turf, finish grading, sodding, laser leveling of tees and concrete cart path removal and replacement. Payment will be based on the unit prices established by the golf course contractor.

END OF SECTION
PART I - GENERAL

1.1 DESCRIPTION

A. Scope of Work: Provide and pay for field engineering service for Project.
   1. Survey work required in execution of Project.
   2. Civil, structural or other professional engineering services specified or required to execute Contractor's construction methods.
   3. The method of field staking for the construction of the work shall be at the option of the Contractor. The City has provided the drawings necessary to establish reference points which are necessary to enable the Contractor to proceed with his work.
   4. The accuracy of any method of staking shall be the responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
   5. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has established such points, marks, lines and elevations as may be necessary for the prosecution of the Work.
   6. The Contractor shall retain the services of a registered land surveyor licensed in the State of Florida to identify existing control points and maintain a survey during construction.

B. Related Requirements Described Elsewhere:
   2. Scope of Services: Section 00300A.
   3. Project Record Documents: Section 01720.

1.2 QUALIFICATIONS OF SURVEYOR OR ENGINEER

A. Qualified engineer or registered land surveyor, acceptable to the Owner and the Engineer.

B. Registered professional engineer of the discipline required for the specific service on the Project, currently licensed in the State of Florida.

1.3 SURVEY REFERENCE POINTS

A. Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.
   1. Make no changes or relocations without prior written notice to the Engineer.
   2. Report to the Engineer when any reference point is lost or destroyed, or requires relocation.
because of necessary changes in grades or locations.

3. Require surveyor to replace Project control points which may be lost or destroyed at no additional cost to the Owner. Establish replacement based on original survey control.

1.4 PROJECT SURVEY REQUIREMENTS

A. Establish a minimum of two (2) permanent bench marks on site for the Base Bid and one (1) permanent benchmark for Alternate No. 1, referenced to data established by survey control points.

1. Record locations, with horizontal and vertical data, on Project Record Documents.

B. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means:

1. Site improvements:
   a. Stakes for grading, fill and topsoil replacement.
   b. Utility slopes and invert elevations.

2. Batter boards for structure.

3. Building foundation, column locations and floor levels.

4. Controlling lines and levels required for mechanical and electrical trades.

C. From time to time, verify layouts by same methods.

1.5 RECORDS

A. Maintain a complete, accurate log of all control and survey work as it progresses.

B. At the end of the project, submit a certified site survey at 1 inch equals 30 feet scale on reproducible tracing sheets 24 inch by 36 inch, indicating the building corners and location of all structures.

C. At the end of the project, submit a certified survey at the same scale as the Engineer's line drawings indicating elevations and stationing at 100 foot pipe increments and at all valve and fitting locations.

1.6 SUBMITTALS

A. Submit name and address of Surveyor and Professional Engineer to the Engineer.

B. On request of the Engineer, submit documentation to verify accuracy of field engineering work.

C. Submit certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance with the Contract Documents, or if not in conformance, certify as to variances from the Contract Documents.

D. Submit drawings showing locations of all structures constructed. This drawing shall be included with the Project Record Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01050-2
PART 1 - GENERAL

A. The Contractor shall obtain and pay for all permits and licenses related to his work, including but not limited to, Duval County Permitting and the City of Jacksonville Beach, as provided for in Section 00700: General Conditions except as otherwise provided herein.

B. Permits by Owner: The Owner prior to the advertisement of the project has applied for permits with the following agencies:

N/A

(Refer to Table 01065A for permit information.)

C. Dewatering Permit: Within fourteen (14) calendar days of issuance of Notice to Proceed, the Contractor shall submit a dewatering plan for construction. This plan will be used in support of the Contractor's application for a permit from St. Johns River Water Management District (SJRWMD) for said project and shall outline means of dewatering for construction, water control and disposal, water quality protection, the means and methods of construction for the project, restoration of the site, and other pertinent information that may be required by SJRWMD. Consult with SJRWMD and include their requirements for additional information in the dewatering plan.

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<th>Permit</th>
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END OF SECTION
SECTION 01100
SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.1 PUBLIC NUISANCE

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

B. Sound levels measured by the Engineer or CITY’s personnel shall not exceed 80 dBA from 8:00 a.m. to 8:00 p.m. This sound level shall be measured at the exterior of the nearest exterior wall of the nearest residence. Levels at the equipment shall not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the work halted until equipment can be quieted to these levels. Work stoppage by the Engineer or CITY for excessive noise shall not relieve the CONTRACTOR of the other portions of this specification including, but not limited to, completion dates and bid amounts.

C. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.

1.2 SUSPENSION OF WORK

During inclement weather, all work, which might be damaged or rendered inferior by such weather conditions, shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather or otherwise; and, if the Engineer shall so direct, rubbish and surplus materials shall be removed.

1.3 SPECIAL REQUIREMENTS

The following requirements shall govern:

A. No additional payment will be made for pumping or other difficulties encountered due to ground water.

B. The CONTRACTOR shall, prior to interrupting a utility service (water, sewer, etc.) for the purpose of making cut-ins to the existing lines or for any other purposes, contact the CITY and make arrangements for the interruption, which will be satisfactory to the CITY.

C. All equipment delivered to the job site shall be properly protected from dirt, dust, dampness, water and any other condition detrimental to the life of the equipment from the date of delivery to the time that control of the equipment is assumed by the CITY. If any equipment is delivered to the job site before any building thereon is enclosed, it shall be housed in a temporary, structurally rigid, watertight, climate controlled enclosure.

D. Certain information regarding the reputed presence, size, character and location of existing underground structures, pipes and conduits have been shown on the Contract Drawings. There is no certainty of the accuracy of this information, and the location of underground structures shown may be inaccurate and other obstructions than those shown may be encountered. The CONTRACTOR hereby distinctly agrees that the CITY and Engineer are not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; and that consideration for equitable compensation will be made for conditions materially different from those shown on the Drawings, as determined by the CITY/Engineer.

1.4 PUMPING

A. The CONTRACTOR, with his own equipment, shall do all pumping necessary to prevent floatation of any part of the structures during construction operations.

B. The CONTRACTOR shall, for the duration of the contract and with his own equipment, pump out water and wastewater, which may seep or leak into the structures. Operating areas shall be kept dry at all times. The extent of pumping required in non-operating areas will be determined by the Engineer.

1.5 FLORIDA DEPARTMENT OF TRANSPORTATION RIGHTS-OF-WAY
SECTION 01100
SPECIAL PROJECT PROCEDURES

A. The CONTRACTOR shall strictly adhere to the requirements of the Florida Department of Transportation where construction work is in a right-of-way under the jurisdiction of the State of Florida.

B. The CONTRACTOR shall take care to avoid any unreasonable traffic conflicts due to the work in the road rights-of-way.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work:

1. The CONTRACTOR shall submit to the Engineer for review and approval, such Working Drawings, Shop Drawings, Test Reports and Data on materials and equipment (hereinafter in this Section called Data), and material samples (hereinafter in this Section called Samples) as are required for the proper control of work, including but not limited to those Working Drawings, Shop Drawings, Data and Samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

2. Within thirty (30) calendar days after the Effective Date of the Agreement, the CONTRACTOR shall submit to the Engineer a complete list of preliminary Data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way expressed or implied relieve the CONTRACTOR from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.

3. The CONTRACTOR is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the CITY and the Engineer. This log should include the following items:

   a. Submittal-Description and Number assigned.
   b. Date to Engineer.
   c. Date returned to CONTRACTOR (from Engineer).
   d. Status of Submittal (Approved as Noted, Rejected/Resubmit).
   e. Date of Re-submittal and Return (as applicable).
   f. Date material release (for fabrication).
   g. Projected date of fabrication.
   h. Projected date of delivery to site.
   i. Status of O&M manuals submittal.
   j. Specification Section.
   k. Drawings Sheet Number.

1.2 CONTRACTOR'S RESPONSIBILITY

A. It is the duty of the CONTRACTOR to check all drawings, Data and Samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and Data shall bear the CONTRACTOR's stamp showing that they have been so checked. Shop Drawings submitted to the Engineer without the CONTRACTOR's stamp will be returned to the CONTRACTOR for conformance with this requirement. Shop Drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the CONTRACTOR takes exception to the specifications, the CONTRACTOR shall note the exception in the letter of transmittal to the Engineer.

B. Determine and verify:

   1. Field measurements.
   2. Field construction criteria.
   3. Catalog numbers and similar Data.
   4. Conformance with Specifications.

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

D. The CONTRACTOR shall not begin any of the work covered by a Shop Drawing, Data, or a Sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.

E. The CONTRACTOR shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.

F. All submittals shall be accompanied with a transmittal letter prepared in duplicate containing the following information:

1. Date.
2. Project Title and Number.
3. CONTRACTOR's name, address, phone and fax numbers.
4. The number of each Shop Drawing, Project Data, and Sample submitted.

G. The CONTRACTOR shall submit four (4) copies of descriptive or product Data submittals to complement Shop Drawings for the Engineer plus the number of copies which the CONTRACTOR requires returned. The Engineer will retain four (4) sets. All blueprint Shop Drawings shall be submitted with one (1) set of Mylar reproducibles and four (4) sets of prints. The Engineer will review the blueprints and return to the CONTRACTOR the set of marked-up Mylar reproducibles with appropriate review comments.

H. The CONTRACTOR shall be responsible for and bear all costs of damages, which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by the Engineer of the necessary Shop Drawings.

I. The CONTRACTOR shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertains to his own work and any work affected under other parts, headings, or divisions of drawings and specifications.

1.3 ENGINEER'S REVIEW OF SHOP DRAWINGS

A. The Engineer's review of Shop Drawings, Data and Samples submitted by the CONTRACTOR will cover only general conformity to the Specifications, external connections, and dimensions, which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown.

B. The review of drawings and schedules will be general, and shall not be construed:

1. As permitting any departure from the Contract requirements.

2. As relieving the CONTRACTOR of responsibility for any errors, including details, dimensions, and materials.

3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

C. If the drawings or schedules as submitted describe variations per Paragraph 1.02A. herein, and show a departure from the Contract requirements which the Engineer finds to be in the interest of the CITY and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings without noting an exception.
D. When reviewed by the Engineer, each of the Shop Drawings will be identified as having received such review being so stamped and dated. Shop Drawings stamped "REVISE AND RESUBMIT" and with required corrections shown will be returned to the CONTRACTOR for correction and re-submittal.

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

F. If the CONTRACTOR considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the CONTRACTOR shall give written notice thereof to the Engineer.

G. Shop Drawings and submittal Data shall be reviewed by the Engineer for each original submittal and first and second re-submittal; thereafter review time for subsequent re-submittals shall be charged to the CONTRACTOR in accordance with the terms of the Engineer's Agreement with the CITY.

H. When the Shop Drawings have been completed to the satisfaction of the Engineer, the CONTRACTOR shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

I. No partial submittals will be reviewed. Submittals not complete will be returned to the CONTRACTOR for re-submittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:

2. Processes.
3. As indicated in specific Specifications Sections.

All drawings, schematics, manufacturer's product Data, certifications and other Shop Drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.4 SHOP DRAWINGS

A. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean CONTRACTOR's plans for materials and equipment, which become an integral part of the project. These drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required Shop Drawings as defined above. As used herein, the term "manufactured" applies to standard units usually mass-produced; and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements.

B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information, which is not applicable to the Work by striking or cross-hatching.

C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the CONTRACTOR's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the CONTRACTOR for resubmission.

D. Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
SECTION 01340
SHOP DRAWINGS, WORKING DRAWINGS, AND SAMPLES

1. Project Title and Number.
2. Name of project building or structure.
3. Number and title of the Shop Drawing.
4. Date of Shop Drawing or revision.
5. Name of CONTRACTOR and subCONTRACTOR submitting drawing.
6. Supplier/manufacturer.
7. Separate detailer when pertinent.
8. Specification title and number.
10. Application Contract Drawing Number.

E. If Shop Drawings show variations from Contract requirements because of standard shop practice or for other reasons, the CONTRACTOR shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the CONTRACTOR fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.

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

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

H. Only the Engineer will utilize the color "red" in marking Shop Drawing submittals.

1.5 WORKING DRAWINGS

A. When used in the Contract Documents, the term "Working Drawings" shall be considered to mean the CONTRACTOR's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and falsework; for underpinning; and for such other work as may be required for construction but does not become an integral part of the Project.

B. Copies of Working Drawings as noted in Paragraph 1.05A. above, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.

C. Working Drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such work, Working Drawings must have been reviewed without specific exceptions by the Engineer, which review will be for general conformance and will not relieve the CONTRACTOR in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the CONTRACTOR; the CITY and Engineer shall have no responsibility therefore.

1.6 SAMPLES

A. The CONTRACTOR shall furnish, for the approval of the Engineer, Samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The CONTRACTOR shall prepay all shipping charges on Samples. Materials or equipment for which Samples are required shall not be used in work until approved by the Engineer.

B. Samples shall be of sufficient size and quantity to clearly illustrate:
1. Functional characteristics of the product, with integrally related parts and attachment devices.

2. Full range of color, texture and pattern.

3. A minimum of two (2) Samples of each item shall be submitted.

C. Each Sample shall have a label indicating:

   1. Name of Project.
   2. Name of CONTRACTOR and SubCONTRACTOR.
   3. Material or Equipment Represented.
   4. Place of Origin.
   5. Name of Producer and Brand (if any).
   6. Location in Project.

   (Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

D. The CONTRACTOR shall prepare a transmittal letter in triplicate for each shipment of Samples containing the information required in paragraph 1.06B. above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer. Approval of a Sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.

E. Approved Samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Approved Samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved Samples. Samples, which failed testing or were not approved, will be returned to the CONTRACTOR at his expense, and if so requested at time of submission.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)
PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work: Provide temporary facilities required which may include but are not necessarily limited to the following:

1. By CONTRACTOR:
   a. Telephone
   b. Temporary water service.
   c. Temporary sanitary facilities.
   d. Temporary electrical service.

1.2 TEMPORARY WATER

A. Furnish and Install Temporary Water Service for use Throughout Construction Period.

1. Water for construction purposes.

2. Water for other purposes.

   a. Testing.
   b. Temporary sanitary facilities.
   c. Cleaning.

B. Maintain Adequate Volume of Water for All Purposes.

C. Water Source:

   1. Potable water may be obtained from the City of Jacksonville Beach water distribution system. Potable water used shall be separately metered and protected with approved back flow prevention devices. Potable water used will be billed to the CONTRACTOR at the rate established by the CITY.

D. Maintain Strict Supervision of use of Temporary Services.

   1. Enforce conformance with applicable codes and standards.
   2. Enforce sanitary practices.
   3. Prevent waste of water.
   4. Prevent the abuse of services.

E. Costs of Installation and Operation: Pay costs for water used by all trades, including costs of installation, maintenance, and removal of pipe and equipment.

F. Requirements of Regulatory Agencies:

   1. Obtain, pay for permits, fees, deposits required by governing authorities.
   2. Comply with federal, state and local codes.

1.3 TEMPORARY ELECTRICITY

A. Furnish and Install Temporary Electric Power Service for Construction needs Throughout Construction Period.
1. Power centers for miscellaneous tools and equipment used in construction work.
   a. Locate so that power is available at any desired point with no more than 100 feet extension.
   b. Provide weatherproof distribution box with grounded outlets.
   c. Provide circuit breaker protection for all outlets.
   d. Provide equipment grounding continuity for entire system.
   e. Users shall provide grounded, Underwriters Laboratories, Inc. (UL) approved extension cords from power center to point of operations.

2. Power for Construction Equipment.

3. Power for testing and checking equipment.

4. Power for welding units and for other equipment having special power requirements.

B. Capacity:

1. Adequate electrical service for construction use by all trades during construction period.

2. Notify Power Company if unusually heavy loads such as welding, and other special power requirements, will be connected.
   a. Provide special circuits for heavy load requirements.
   b. Do not overload any circuit.

C. Power Source:

1. Supplier: City of Jacksonville Beach.

2. Provide power of correct voltage, phase and frequency, as required, to project site.

D. Maintain Strict Supervision of use of Temporary Services.

1. Enforce conformance with applicable standards.

2. Enforce safe practices.

3. Prevent abuse of services.

E. Costs of Installation and Operation: Pay costs of temporary electrical power used, including costs of installation, meter, maintenance, and removal of temporary services from point of connection.

F. Requirements of Regulatory Agencies:

1. Obtain and pay for permits as required by governing authorities.

2. Comply with applicable codes.
   d. Federal, state and local codes and utility company regulations.

1.4 TEMPORARY SANITARY FACILITIES
SECTION 01500
TEMPORARY FACILITIES

A. Provide Temporary Sanitary Facilities at the Job Site. The location of the temporary facilities shall be agreeable to the City of Jacksonville Beach and shall not create a public nuisance.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General:
   1. Materials may be new or used, but must be adequate for purpose required, sanitary and must not violate requirements of applicable codes.

2.2 ELECTRICITY

A. Provide Required Facilities, Including Transformers, Conductors, Poles, Conduits, Raceways, Breakers, Fuses and Switches.

B. Provide Appropriate Enclosures for Environment in which used, in Compliance with NEMA Standards.

2.3 TEMPORARY SANITARY FACILITIES

A. Toilet Facilities
   1. Portable chemical toilets.
   2. Toilet Tissue: Provide at each toilet, on suitable dispenser.

PART 3 - EXECUTION

3.1 GENERAL

A. Install work in a neat and orderly manner.

B. Make structurally sound throughout.

C. Maintain to provide continuous service.

D. Modify and extend service as work progress requires.

3.2 TEMPORARY WATER

A. Locate piping and outlets.
   1. Provide service convenient to work stations.
   2. Avoid interference with:
      a. Traffic and work areas.
      b. Materials handling equipment.
      c. Storage areas.

B. Do not run piping on floor or on ground.

C. When necessary to maintain pressure, provide temporary pumps, tanks, and compressors.

3.3 TEMPORARY ELECTRICITY
A. Service and distribution may be overhead or underground. Contractor shall coordinate with Beaches Energy Services the installation of temporary electrical service.

B. Locate to avoid interference with:
   1. Traffic and work areas.
   2. Cranes.
   3. Material handling equipment.
   4. Storage areas.

C. Do not run branch circuits on floor or on ground.

D. Wire all safety devices specified for final operation of equipment.

E. Check operation of safety devices.

3.4 TEMPORARY SANITARY FACILITIES

A. Portable Toilets:
   1. Erect securely, and anchor to prevent dislocation.
   2. Service as often as necessary to prevent accumulation of wastes, and creation of unsanitary conditions.

B. Washing Facilities: Provide faucet and drain facilities.

3.5 REMOVAL

A. Completely remove temporary materials and equipment upon completion of construction.

B. Clean and repair damage caused by installation and restore to specified, or original condition.

END OF SECTION
PART 1 - GENERAL

1.1 DESCRIPTION

A. SCOPE OF WORK:
   1. Execute cleaning, during progress of the Work and at completion of the Work as required by Section 00700: General Conditions.

B. RELATED REQUIREMENTS DESCRIBED ELSEWHERE:
   2. Each Specification Section: Cleaning for specific Products or Work.

1.2 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION

A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations or personal activities.

B. Provide on-site containers for the collection of waste materials, debris and rubbish.

C. Remove waste materials, debris and rubbish from the site as needed and dispose of at legal disposal areas away from the site.

3.2 DUST CONTROL

A. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until paint is finished.

B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.3 FINAL CLEANING

A. Employ skilled workmen for final cleaning.
SECTION 01710
CLEANING

B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

C. Prior to final completion, or CITY occupancy, CONTRACTOR shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify that the entire Work is clean.

END OF SECTION
PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work: Maintain at the site for the CITY one (1) record copy of:
   Drawings.
   Specifications.
   Addenda.
   Change Orders and other modifications of the Contract.
   Engineer’s Field Orders or written instructions.
   Approved Shop Drawings, Working Drawings and Samples.
   Field Test Records.
   Construction photographs.

B. Related Requirements Described Elsewhere:
   Shop Drawings, Working Drawings and Samples: Section 01340.

1.2 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in CONTRACTOR’s field office apart from documents used for
   construction.
B. Provide files and racks for storage of documents.
C. Provide locked cabinet or secure storage space for storage of samples.
D. File documents and samples in accordance with CSI format with section numbers as provided herein.
E. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record
   documents for construction purposes.
F. Make documents and samples available at all times for inspection by the Engineer.
G. As a prerequisite for Progress payments, the CONTRACTOR is to exhibit the currently updated “Record
   Documents” for review by the Engineer and CITY.

1.3 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Engineer.

1.4 RECORDING

A. Label each document “PROJECT RECORD” in neat large printed letters.
B. Record information concurrently with construction progress. Do not conceal any work until required
   information is recorded.
C. Drawings: Legibly mark to record actual construction:
D. 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.
E. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and
   accessible features of the structure.
F. Field changes of dimension and detail.
G. Changes made by Change Order.
H. Details not on original Contract Drawings.
I. Equipment and piping relocations.
J. Specifications and Addenda: Legibly mark each section to record:
K. Manufacturer, trade name, catalog number of Supplier of each product and item of equipment actually
   installed.
L. Changes made by Change Order.
M. Shop Drawings (after final review and approval): Provide five (5) sets of record drawings for each process equipment, piping, electrical system and instrumentation system.

1.5 SUBMITTAL

A. At Contract closeout, after review by the engineer and the city staff, the CONTRACTOR shall deliver Record Documents to the Engineer for the CITY, the following:

B. The record as-built drawings shall be submitted to the Engineer on Auto-CAD, Release 2010 or latest version, one (1) disk in ACAD 2010 and two (2) sets of blue-line drawings (full size)-signed and sealed, and (2) copies of disks in PDF format.

C. Accompany submittal with transmittal letter in duplicate, 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)
PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work:
   1. Compile specified warranties and bonds, as in Article 5 and 13 of Section 00700: General Conditions and as specified in these Specifications.
   2. Co-execute submittals when so specified.
   3. Review submittals to verify compliance with Contract Documents.
   4. Submit to the Engineer for review and transmittal to CITY.

B. Related Work Described Elsewhere:
   1. Instruction to Bidders: Bid Bonds.
   3. General Conditions: Section 00700.
   4. Special Project Procedures: Section 01100.

1.2 SUBMITTAL REQUIREMENTS

A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two (2) each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
   1. Product of work item.
   2. Firm, with name of principal, address and telephone number.
   4. Date of beginning of warranty, bond or service and maintenance contract.
   5. Duration of warranty, bond or service maintenance contract.
   6. Provide information for CITY’s personnel:
      a. Proper procedure in case of failure.
      b. Instances, which might affect the validity of warranty or bond.
   7. CONTRACTOR, name of responsible principal, address and telephone number.

1.3 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:
SECTION 01740
WARRANTIES AND BONDS

1. Size 8-1/2 inches by 11 inches, punch sheets for standard three-post binder. Fold larger sheets to fit into binders.

2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
   a. Title of Project.
   b. Name of CONTRACTOR.

C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of two (2) inches.

1.4 WARRANTY SUBMITTALS REQUIREMENTS

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the CONTRACTOR's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the CITY.

B. The CONTRACTOR shall be responsible for obtaining certificates for equipment warranty for all major equipment specified under Divisions 11: Equipment; and 15: Mechanical; and which has at least a 1 hp motor or which lists for more than $1,000. The Engineer reserves the right to request warranties for equipment not classified as major. The CONTRACTOR shall still warrant equipment not considered to be "major" in the CONTRACTOR's one-year warranty period even though certificates of warranty may not be required.

C. The CITY shall incur no labor or equipment cost during the guarantee period.

D. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work: This section describes the work included in clearing, grubbing, stripping, and tree removal otherwise preparing the project site for construction operations.

B. Initial Clearing: All live or dead trees, shrubs, bushes, limbs and other vegetative growth 6-inches and smaller including root balls and stumps located within the bottom of the outfall ditches shall be removed and disposed of off-site. All live or dead trees, shrubs, bushes, limbs and other vegetative growth 6-inches and smaller located within the banks of the outfall ditches shall be cut off to no more than 6-inches above grade and shall be removed and disposed of off-site. Protect trees, shrubs, vegetative growth, and fencing, which are not designed for removal. Clearing operations shall be conducted so as to prevent damage to existing structures and installations.

C. Selective Clearing: Clearing of additional trees shall commence after the initial clearing is completed and the debris has been removed from the bottom of the ditches and its banks. All trees selected to be removed during this phase of construction shall be cut off to no more than 6-inches above grade and shall be removed and disposed of off-site. Protect trees, shrubs, vegetative growth, and fencing, which are not designed for removal. Clearing operations shall be conducted so as to prevent damage to existing structures and installations.

D. Restoration: All depressions and wash-outs shall be refilled with suitable materials and compacted to a density conforming to the surrounding ground surface. The bank slopes shall be re-established by the projection of the existing side slopes to the ditch bottom. The disturbed banks shall be stabilized by hydro-seeding.

PART 2 - MATERIALS

2.1 GENERAL

A. Trees and Shrubbery: Existing trees, shrubbery, and other vegetative material may not be shown on the Drawings. Inspect the site as to the nature, location, size, and extent of vegetative material to be removed or preserved, as specified herein. Preserve, in place, trees that are specifically marked and not designated to be removed.

B. Preservation of Trees, Shrubs, and Other Plant Material:

1. All plant materials (trees, shrubbery, and plants) beyond the limits of clearing and grubbing shall be saved and protected from damage resulting from the work. No filling, excavating, trenching, or stockpiling of materials will be permitted within the drip line of these plant materials. The drip line is defined as a circle drawn by extending a line vertically to the ground from the outermost branches of a plant or group of plants. To prevent soil compaction within the drip line area no equipment will be permitted within this area.

2. When trees are close together, restrict entry to area with drip line by fencing. In areas where no fence is erected, the trunks of all trees 2 inches or greater in diameter shall be protected by encircling the trunk entirely with boards held securely by 12-gauge wire and staples. This protection shall extend from ground level to a height of 6 feet. Cut and remove tree branches where such cutting is necessary to affect construction operation. Remove branches other than those required to affect the work to provide a balanced appearance of any tree. Scars resulting from the removal of branches shall be treated with a tree sealant.
PART 3 - EXECUTION

3.1 GENERAL

A. Clearing and Grubbing Limits: All excavation and embankment areas associated with the existing ditches shall be cleared and grubbed.

B. Disposal of Clearing and Grubbing Debris: Do not burn combustible materials. Remove all cleared and grubbed material from the work site and dispose of in accordance with all local laws, codes, and ordinances.

END OF SECTION
Downtown Stormwater Channel Improvements
Aerial Location Map
Addendum No. 1
See Sheet 2

Duval Map

See Sheet 4

Base Bid

Existing COJ GIS Contour Map

April 3, 2018

Sheet 3

Source: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri
Alternate No. 1
Existing COJ GIS Contour Map

April 3, 2018

Sheet 4

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GeoEye, i-cubed, NPS, USGS, Kadaster NL, Ordnance Survey, Esri
Alternate No. 1
Existing COJ GIS Contour Map

April 3, 2016

Sheet 5

See Sheet 6

See Sheet 4

1:1,128

0.0075 0.0015 0.003 mi

0 0.015 0.03 0.06 km

Sources: Esri, HERE, Geomini, Intermap, InCREMENT P, Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri
Duval Map

Alternate No. 1
Existing COJ GIS Contour Map

April 3, 2018

See Sheet 5

Sheet 6

Sources: Esri, HERE, Geonetraphy, Intermap, i-cubed, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri

1:11,128

0.0075 0.015 0.03 0.06 km

0 0.015 0.03 0.06 mi
STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

NATURE OF THE CONSTRUCTION ACTIVITY:
1. LOOKOUT EAST EXTENSION
2. EXISTING WATERSTAGE INCREASES

INTENDED SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:
1. LOOKOUT EAST EXTENSION
2. EXISTING WATERSTAGE INCREASES

EXISTING DATA DESCRIBING THE SOIL FROM THE SITE:
- CITY OF JACKSONVILLE BEACH
- SCHOOL SURVEYOR FOR DRAINAGE

Erosion and Sedimentation Control Practices:
- SITE CLEARANCE
- SOIL PROTECTION
- TEMPORARY SEDIMENTATION CONTROLS
- DOMESTIC WASTE DISPOSAL
- CONSTRUCTION HABITS
- TRENCH PROTECTION
- TEMPORARY RETAINING WALLS
- DRAINAGE SYSTEMS
- TEMPORARY SEDIMENTATION CONTROLS
- DOMESTIC WASTE DISPOSAL
- CONSTRUCTION HABITS
- TRENCH PROTECTION
- TEMPORARY RETAINING WALLS
- DRAINAGE SYSTEMS

STRUCTURAL ANALYSIS:
- SHEET ELEVATION CONSTRUCTION
- MAY BE CONSTRUCTED DOWNSTREAM OF THE RETAINING WALLS
- INCREASED WAVE HEIGHTS

STORM WATER MANAGEMENT:
- STORM WATER DRAINAGE UNITS
- IN THE AREA WHICH ARE NOT COATED SHALL BE GROUNDED TO PREVENT UNINTENDED CONDUCTOR RESISTANCE OR FLOWING
- CONSTRUCTION AREA SHALL BE MAINTAINED FREE OF SEDIMENT, CHEMICALS (EXCEPT HOT SEWAGE AND LEACHATE WATER)
- SPEED AND OR THICKNESS WATER AT TIMES
- ALL WATER INVASIONS EXCEPT FOR CEMENT, CONCRETE, AND/or APPARELED CURBING
- ALL PRECASTER, ALL APPARATUS, ALL PADGE, WILL BE INTERMITTENTLY FORWARDING THE CURRENT PROCEDURES FOR WASTE DISPOSAL; THE EXISTING WEIR WHICH MANIPULATES THE DRAINAGE ON SITE
- OPERATIONS WILL BE RESPONSIBLE FOR BARRIERS THAT THESE PROCESSES ARE FOLLOWED
- FERTILIZERS, ALKALINIS, AND/or PHOSPHATES, WOOD, OR APPROPRIATE... IN THE MINIMUM ANODE... ANTHODRATED BY THE CONSTRUCTION TEAM.
- ONCE APPLIED, FERTILIZER, WILL BE WORKED INTO THE SOIL, TO LIMIT EXPOSURE TO WETNESS, STORMWATER, WILL BE A COMMERCIALLY
- THE OUTLINE OF ANY... (RENEWED) FOR... FOR... FOR... FOR
- THE FOUNDATION WILL BE INSPECTED FOR... AND... FOR
- THE FOUNDATION WILL BE INSPECTED FOR... AND... FOR
- THE FOUNDATION WILL BE INSPECTED FOR... AND... FOR
- CONSTRUCTION OF INSTRUCTION... FOR
- CONSTRUCTION OF INSTRUCTION... FOR
- CONSTRUCTION OF INSTRUCTION... FOR
- CONSTRUCTION OF INSTRUCTION... FOR
- CONSTRUCTION OF INSTRUCTION... FOR
- CONSTRUCTION OF INSTRUCTION... FOR

NON-STORM WATER DISCHARGES:
- IT IS EXPECTED THAT THE FOLLOWING NON-STORM WATER DISCHARGES MAY OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD:
- WATER DISCHARGE:
- WATER DISCHARGE:
- WATER DISCHARGE:

STORMWATER POLLUTION PREVENTION PLAN INSPECTION REPORT
- INSPECTION MUST OCCUR AT LEAST ONCE A WEEK AND WITHIN 48 HOURS OF A STORM EVENT
- PROJECT NAME: DOWNTOWN STORMWATER SYSTEM
- PEOPLED STORMWATER IDENTIFICATION NUMBER:

CONFIDENTIAL COPY

FILE SHEET 10
JACKSONVILLE BEACH CITY STANDARDS
EROSION CONTROL DETAILS