

BLOSSOM LAKE PARK IMPROVEMENTS



Project Manual Bid Documents

December, 2021

Prepared by:
Advanced Engineering & Design, Inc.
3931 68th Avenue
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**BID DOCUMENTS
FOR
BLOSSOM LAKE PARK IMPROVEMENTS PROJECT
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City of Seminole
9199 113th Street North
Seminole, FL 33772

INVITATION TO BID

TITLE: **BLOSSOM LAKE PARK IMPROVEMENTS**

Sealed bids must be received at City of Seminole City Hall, Office of the City Clerk, 9199 113th Street North, Seminole, FL 33772 **by 11:00am on January 21, 2022**. Bids shall be publicly opened and read aloud at City of Seminole City Hall, Council Chambers, immediately after closing.

The Scope of Work will consist of the construction of approximately 4,000 square yards of trail, asphalt trail removal, reshaping of a lined storm pond, tree removal and root pruning, concrete parking stalls and other associated work. The work will consist of furnishing all labor and materials and performing all work set forth in the Bid Documents, which include but are not limited to the plans and specifications prepared by Advanced Engineering & Design, Inc., and the City of Seminole Public Works Department.

Bid and contract documents, and building plans may be downloaded from the City website, under Public Notices, at www.myseminole.com or on Demand Star at www.demandstar.com after 12:00pm on December 22, 2021.

THERE WILL BE A **MANDATORY** PRE-BID MEETING HELD ON THURSDAY, JANUARY 06, 2022 AT 2:00PM AT CITY OF SEMINOLE CITY HALL, COUNCIL CHAMBERS, 9199 113th STREET NORTH, SEMINOLE, FL 33772.

Questions shall be submitted in writing via email to Advanced Engineering & Design Inc., Justin Keller, P.E. at email keller@aed-fl.com. Submission of bid responses by mail, hand delivery or express mail must be in a sealed envelope/box with the Bidder's name and return address indicated.

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

**“SEALED BID” “DO NOT OPEN”
“BLOSSOM LAKE PARK IMPROVEMENTS”
Contractor's Name and Address**

Address the bid submission to the following:

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

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 No bid may be withdrawn or modified after the time fixed or the opening of the bid.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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

3. Qualification of Bidders:

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

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

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

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

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

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

On request, the City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Bidder's responsibility to make or obtain any additional examinations,

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

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

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

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

7. Interpretations. All questions about the meaning or intent of the Contract Documents shall be submitted to the City in writing.
Written comments or questions must be received by the City at least Five (5) days (excluding Saturdays, Sundays, and Holidays) prior to the time set for the Bid Opening. If questions received by the City are deemed to be sufficiently significant and received sufficiently in advance of the Bid Opening, an Addendum to the Bid Documents may be issued. Otherwise, a written copy of the question and decision or interpretation will be posted on the City's web site. It shall be the responsibility of each Bidder to make itself aware of all such posted questions and decisions or interpretations and, by submitting a Bid, each Bidder shall conclusively be deemed to have such knowledge. After Bid Opening, all Bidders must abide by the decision of the City as to all such decisions or interpretations. Bidders may not rely upon oral interpretations of the meaning of the plans, specifications or other bid documents and any oral or other interpretations or clarifications will be without legal force or effect. All addenda issued by the City during the solicitation process shall become incorporated into the Contract documents, and shall be fully enforceable by the City as all other contractual terms and conditions.
8. Quantities of Work. Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work. The City does not expressly or by implication agree that the actual amount of Work or material will

correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price.

9. Substitutions. The materials, products and equipment described in the Bid Documents shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids, unless the Bidder submits a written request for approval to the City at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Bidder shall set forth changes in other materials, equipment, or other portions of the Work including changes of the work of other contracts, which incorporation of the proposed substitution would require to be included. The Engineer's decision of approval or disapproval of a proposed substitution shall be final. Bidders shall not rely upon approvals made in any other manner.

10. Bid Guaranty. Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of a Bid Bond in the form set forth in the Bid Documents executed by an approved corporate surety in the favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once the City issues a Notice of Award, the apparent Successful Bidder has ten (10) Calendar Days to enter into a Contract in the form prescribed and to furnish the required Performance and Payment Bonds. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages. Bid Guaranties for all except the three lowest qualified Bids shall be returned within five (5) Working Days of Bid Opening. When the Successful Bidder files satisfactory Performance and Payment Bonds and Certificates of Insurance, the Bid Guaranties of the lowest Bidders shall be returned.

Each bidder shall guaranty its total bid price for a period of one hundred and eighty (90) Calendar Days from the date of the Bid Opening. Except for forfeiture due to reasons discussed above, Bid Guaranties of all Bidders shall be returned to them upon contract execution by the winning bidder.

11. Bid Form. The Bid Form, provided by the City, must be completed in ink or typed. The Bidder shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Bid price shall be equal to the sum of all extended

amount prices. When an item in the Bid Schedule provides a choice to be made by the Bidder, Bidder's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

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

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

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

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

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

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

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

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

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

g. Submission of a Bid that in the opinion of the City Manager is unbalanced so that each item does not reasonably carry its own proportion cost or which contains inadequate or unreasonable prices for any item;

h. Tying of the Bid with any other bid or contract;

and

I. Failure to calculate Bid prices as described

herein.

13. Submission of Bids. The completed Bid Form and Bid Guaranty shall be submitted at the time and place indicated in the Invitation to Bid and must be in an opaque sealed envelope marked SEALED BID with the project title and the name and address of the Bidder.

14. Modification and Withdrawal of Bids before Opening. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to Bid Opening.

15. Opening of Bids. Bids will be opened and read aloud at the time and place stated in the Invitation to Bid. All Bidders, their representatives, and other interested parties are encouraged to attend the Bid Opening.

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

16. Bidders must include a section in their bids which will allow the City to determine, to its satisfaction, that they have the necessary facilities, ability and financial resources to perform the work according to the Engineer's specifications, in a satisfactory manner, and within the time specified; that they have acceptable experience in construction work of the same or similar nature; and, that they have a past history and references which will serve to satisfy the City as to their qualifications for doing the Work. This is the "responsible" part of the evaluation of bids received. Bidders are specifically advised that the evaluation of bids will include consideration of experience records of the Bidders and of the proposed subcontractors and suppliers included in the Bidders' Proposals. Each bidding Contractor's Statement of Qualifications on similar projects, statement of company history and performance record, statement of financial and equipment resources, and a reference list of at least three relevant references, must be submitted with a Bidder's bid materials. In addition to answering the questions on the form, within these materials, Bidders are REQUIRED to state whether they have been suspended or debarred by any governmental agency within the past five years, AND whether they have in the last three years been sued in civil court or criminally charged over their performance of work, breaches of contract, or for public corruption charges. The Towns reserve the right to reject any Bidder which, in its sole judgment, is not responsible.

18. Evaluation of Bids and Bidders. The City reserves the right to:

- reject any and all Bids;
- accept a Bid other than the low Bid;
- waive any informalities;

Evaluation of the bids will be based upon pricing provided within the BASE BID.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between Unit Prices and Extended Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The corrected extensions and totals will be shown in the tabulation of Bids.

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

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

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

By submitting a Bid, each Bidder authorizes the City to perform such investigation of the Bidder as the City deems necessary to establish the responsibility, qualifications and financial ability of the Bidder and, by its signature thereon, authorizes the City to obtain reference information concerning the Bidder and releases the party providing such information and the City from and all liability to the Bidder as a result of such reference information so provided. The City reserves the right to reject the Bid of any Bidder who does not pass any evaluation to the City's satisfaction.

If the City elects to make an award, the City will award the contract to the lowest responsive, responsible Bidder.

19. Award of Contract. Unless otherwise indicated, a single award will be made for all the bid items in an individual bid schedule. In the event that the Work is contained in more than one Bid Schedule, the City may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Bid Opening, the City will issue a Notice of Award to the Successful Bidder which will be accompanied by three (3) unsigned copies of the Contract and the Performance and Payment Bond forms. Within ten (10) Calendar Days thereafter, the Successful Bidder shall sign and deliver two (2) copies of the Contract, Performance Bond, Payment Bond and Certificates to Insurance to the City . Within ten (10) Calendar Days thereafter, the City will deliver the Notice to Proceed. No contract shall exist between the Successful Bidder and the City and the Successful Bidder shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Successful Bidder's failure to sign and submit a Contract and other documents set forth in this Paragraph, in the Special Conditions and/or in the Special Provisions within the prescribed time shall be just cause of annulment of the award, and the forfeiture of the Bid Guaranty. The award of Contract may then be made to the next qualified Bidder in the same manner as previously prescribed.

20. Insurance. The Contractor shall secure and maintain such insurance policies as will provide the coverage and contain other provisions specified in the Contract Documents.

The Contractor shall file one (1) copy of the policies or Certificates of Insurance acceptable to the City with the Public Works Director within (10) Calendar Days after Issuance of the Notice of Award. These Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled unless at least thirty (30) Calendar Days prior written notice has been given to the City .

21. Sales and Use Taxes. The Contractor and all Subcontractors are required to obtain exemption certificates from the Florida Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures and equipment.
22. Affirmative Action. In executing a Contract with the City the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Conditions.
23. Pre-Construction and Public Meetings. Prior to the commencement of construction activities, a preconstruction meeting will be held which shall include the Contractor,

representatives of the City and others affected by or involved in the project. Attendance by Contractor selected for the project is mandatory.

24. Pre-Bid Meeting. See the Special Conditions for details of the pre-bid meeting.
25. Collusive Agreement. Each bidder submitting a Bid to the City for any of the work contemplated by the documents on which bidding is based by execution of the Bid Form shall be certifying by execution thereof that it has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and a non-collusion statement substantially in the form provided or requested by the City.
26. Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) City shall terminate this contract. Pursuant to Florida Statutes § 448.095(2) (c) (3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

CITY OF SEMINOLE

Bid Forms

Blossom Lake Park Improvements

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

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

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

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

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

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

Name: _____

Address: _____

Name: _____

Address: _____

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

Date: _____

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

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

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

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

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

Bidder hereby acknowledges receipt of Addenda Numbers:

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

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

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

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

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

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

Dated this _____ day of _____, 2021.

Bidder: _____

Address: _____

Name printed: _____

Title: _____

If a corporation:

State of incorporation: _____

Attest: _____

(Seal)

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ (_____ an individual,

_____ A partnership, _____ a corporation Incorporated in the State of _____)

as Principal, and _____ (incorporated in the

State of _____) as Surety, are held and firmly bound unto the

City of Seminole, Florida (hereinafter called "City") in the penal sum of _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS the Principal has

submitted the accompanying Bid dated _____ for

Construction of the **Blossom Lake Park Improvements** (the Project) for the City and;

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

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

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

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

Date this _____ day of _____, 2021.

Principal: _____

Address: _____

Signed: _____

Title: _____ (Seal)

Surety: _____

Address: _____

Signed: _____

Title: _____ (Seal)

INSTRUCTIONS FOR COMPLETING BID BOND

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

END OF BID BOND

**Bid Tab
Schedule A (Base Bid)**

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

Pay Item No.	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID (PRICES TO BE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
Base Bid				
A-G-1	1 Lump Sum	MOBILIZATION		
		Lump Sum	\$	\$
A-G-2	1 Lump Sum	MAINTENANCE OF TRAFFIC		
		Lump Sum	\$	\$
A-G-3	1 Lump Sum	EROSION & SEDIMENT CONTROL		
		Lump Sum	\$	\$
A-G-4	1 Lump Sum	CONSTRUCTION SURVEY, LAYOUT & RECORD DRAWINGS		
		Lump Sum	\$	\$
A-D-1	1 Lump Sum	CLEARING & GRUBBING		
		Lump Sum	\$	\$
A-D-2	60 Each	TREE PROTECTION, PALMS AND TREES 1" TO 8" DBH		
		Per Each	\$	\$
A-D-3	50 Each	TREE PROTECTION, TREES > 8" DBH		
		Per Each	\$	\$
A-D-4	23 Each	TREE REMOVAL, PALM		
		Per Each	\$	\$
A-D-5	16 Each	TREE REMOVAL, NON-PALM 6" TO 12" DBH		
		Per Each	\$	\$

**Bid Tab
Schedule A (Base Bid)**

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

Pay Item No.	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID (PRICES TO BE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
Base Bid				
A-D-6	14 Each	TREE REMOVAL, NON-PALM > 13" DBH		
		Per Each	\$	\$
A-D-7	1 Lump Sum	ROOT PRUNING		
		Lump Sum	\$	\$
A-D-8	40 Hours	ARBORIST CONSULTANT		
		Per Hour		\$
A-D-9	2 Each	RELOCATE BENCH		
		Per Each		\$
A-D-10	1 Each	RELOCATE GRILL		
		Per Each		\$
A-D-11	12 Each	RELOCATE SIGN, PET STATIONS		
		Per Each		\$
A-D-12	1,250 Square Yards	REMOVE TRAIL PAVEMENT		
		Per Square Yard		\$
A-D-13	50 Cubic Yards	UNSUITABLE MATERIAL, REMOVE & REPLACE		
		Per Cubic Yard		\$
A-S-1	175 Square Yards	CONCRETE SLAB, 6"		
		Per Square Yard		\$

Bid Tab
Schedule A (Base Bid)

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

Pay Item No.	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID (PRICES TO BE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
Base Bid				
A-S-2	45 Square Yards	CONCRETE SIDEWALK, 4"		
		Per Square Yard		\$
A-S-3	135 Square Yards	CONCRETE SLAB, 6" WITH THICKENED EDGES		
		Per Square Yard		\$
A-S-4	1 Lump Sum	FENCE OPENING MODIFICATIONS		
		Lump Sum		\$
A-S-5	1 Lump Sum	POND MODIFICATIONS		
		Lump Sum		\$
A-S-6	3,375 Square Yards	TRAIL, CONCRETE		
		Per Square Yard		\$
A-S-7	335 Square Yards	TRAIL, CONCRETE, TREE PROTECTION MEASURES		
		Per Square Yard		\$
A-S-8	50 Cubic Yards	TRAIL, ADDITIONAL ROCK BASE		
		Per Cubic Yard		\$
A-S-9	20 Each	TRAIL, HINGED SHEAR KEY		
		Per Each		\$
A-S-10	9,700 Square Yards	TRANSITION GRADING		
		Per Square Yard		\$

Bid Tab
Schedule A (Base Bid)

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

Pay Item No.	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID (PRICES TO BE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
Base Bid				
A-S-11	1 Lump Sum	CROSSWALK & PARKING STALL STRIPING		
		Lump Sum		\$
A-S-12	9,650 Square Yards	HYDROSEED		
		Per Square Yard		\$
A-S-13	1 Lump Sum	EXERCISE EQUIPMENT ASSEMBLY & INSTALLATION, AREA 1		
		Lump Sum		\$
A-S-14	1 Lump Sum	EXERCISE EQUIPMENT ASSEMBLY & INSTALLATION, AREA 2		
		Lump Sum		\$
A-S-15	1 Lump Sum	EXERCISE EQUIPMENT ASSEMBLY & INSTALLATION, AREA 3		
		Lump Sum		\$
A-S-16	10 Each	CONCRETE BUMPER GUARD		
		Per Each		\$
TOTAL (SCHEDULE A)				_____ _____ \$ _____

Bid Tab
Schedule B (Alternate Bid - Asphalt Option)

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

Pay Item No.	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID (PRICES TO BE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
<i>Alternate Bid - Asphalt Option</i>				
B-S-6	3,375.00 Square Yards	TRAIL, ASPHALT		
		Per Square Yard		\$
TOTAL (SCHEDULE B)				\$

Bid Tab
Schedule C (Alternate Bid - Flexible Porous Pavement Option)

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

Pay Item No.	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID (PRICES TO BE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
<i>Alternate Bid - Flexible Porous Pavement Option</i>				
C-S-6	3,375.00 Square Yards	TRAIL, FLEXIBLE POROUS PAVEMENT		
		Per Square Yard		\$
TOTAL (SCHEDULE C) _____				\$ _____

STATEMENT OF BIDDER'S QUALIFICATIONS

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

- 1. Name of Bidder:

- 2. Permanent main office address: _____

- 3. When organized: _____
- 4. If a corporation, where incorporated: _____
- 5. How many years have you been engaged in the contracting business under your present firm or trade name? _____
- 6. Contracts on hand: (Schedule these, showing the amount of each contract and the appropriate anticipated dates of completion.) List the location and type of construction, Owner and Engineer for each project with contact persons and phone numbers for the Owner and Engineer of each project:

7. General character of Work performed by your company:

8. Have you ever failed to complete any Work awarded to you?

If so, where and why?

9. Have you ever defaulted on a contract?

If so, where and why?

10. Have you ever had any projects terminated by the City?

If so, where and why?

11. List the more important projects recently completed by your company, stating the approximate cost of each, the month and year completed, location and type of construction, Owner and Engineer for each project with the telephone number where each may be contacted. Do not list projects that are listed under item 6. above:

12. List your major equipment available for this contract:

13. Experience in construction Work similar in scope to this project. If completed in the last 5 years, please provide the same information (names, contacts) as requested for item 11 above:

14. Background and experience of the principal members of your organization, including officers:

15. Credit available: \$ _____

16. Bank reference: _____

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City? _____

18. Are you licensed as an Excavator, General Contractor, or under any other title?
If yes, in what city, county and state? _____

What class, license and numbers?

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

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

20. Are you involved in any lawsuits and for are any lawsuits pending against you or your firm at this time?
If yes, DETAIL:

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

What company?

22. What are your company's bonding limitations?

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

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

Dated at _____ this _____ day of _____, 2021

Name of Bidder

By:

Title:

State of

County of _____,

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

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public

My commission expires _____

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

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1) (a), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECITON 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 2021.

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

State of Florida
City of _____
My commission expires _____

(Notary Public)

CONSTRUCTION AGREEMENT

for

STIPULATED SUM

between

THE CITY OF SEMINOLE (AS OWNER)

and

_____ (AS CONTRACTOR)

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**CONSTRUCTION AGREEMENT
FOR STIPULATED SUM
BLOSSOM LAKE PARK IMPROVEMENTS**

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

WHEREAS, the Owner intends to construct a recreational trail within Blossom Park, the aforementioned improvements being hereinafter referred to and defined as the “Project”; and

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

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

1. Contract Documents. The Contract Documents consist of:

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

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

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

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

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

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

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

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

4. **Contract Sum.**

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

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

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

5. Payments.

A. Progress Payments.

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

- iii. Subtract the aggregate of previous payments made by the Owner; and
 - iv. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified an Application for Payment, in whole or in part as provided in Section 3.3.C. of the General Conditions.
- (7) The progress payment amount determined in accordance with Section 5.A(6) shall be further modified under the following circumstances:
- i. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect/Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.
 - ii. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 3.2.B. of the General Conditions.

- (8) Reduction or limitation of retainage, if any, shall be as follows:

Notwithstanding the foregoing, upon completion of at least 50% of the Work, as determined by the Architect/Engineer and Owner, the Owner shall reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment.

- (9) Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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

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

6. Termination or Suspension.

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

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

7. Other Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Amendments; Waivers; Assignment.

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

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

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

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

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

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

15. Construction.

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

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

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

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

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

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

To the Owner:

Email: _____

To the Contractor:

Email: _____

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

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

Exhibit A—Drawings

Exhibit B—Specifications

Exhibit C—Affidavit of No Conflict

Exhibit D—Certificate(s) of Insurance

Exhibit E—Payment and Performance Bond

Exhibit F—Standard Forms

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

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

Name of Contractor

By: _____

Printed Name: _____

Title: _____

CITY OF SEMINOLE

By: _____

Printed Name: _____

Title: _____

GENERAL CONDITIONS
of the
CONSTRUCTION AGREEMENT

GENERAL CONDITIONS
ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II RELATIONSHIP AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. Interfacing.

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

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

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

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

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

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

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

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

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

CC. Job Requirements.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V CHANGES IN WORK

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

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

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

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

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

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

5.6 Change Orders; Adjustments to Contract Sum.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI ROLE OF ARCHITECT/ENGINEER

6.1 General.

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII
OWNER'S RIGHTS AND RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX INDEMNITY

9.1 Indemnity.

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

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

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

ARTICLE X
ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE XI
PUBLIC CONTRACT LAWS

11.1 Equal Opportunity Employment.

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

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

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

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

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

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

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

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

ARTICLE XII FORCE MAJEURE, FIRE OR OTHER CASUALTY

12.1 Force Majeure.

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

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

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

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

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

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

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

ARTICLE XIII REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV TERMINATION AND SUSPENSION

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLEMENTAL CONDITIONS

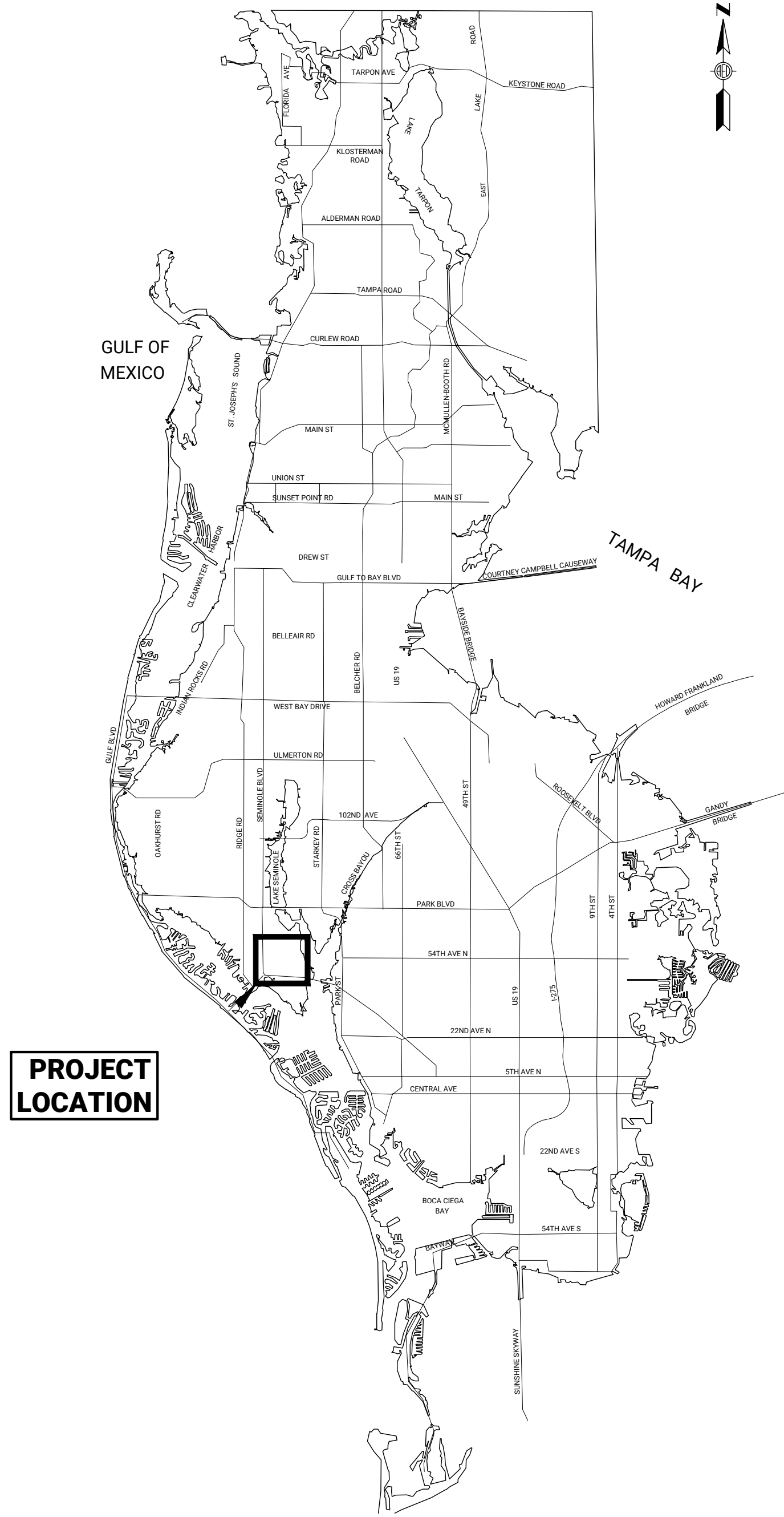
It shall be noted that this project is partially funded through a Florida Department of Environmental Protection (FDEP) grant subject to specific Federal contract clauses. Please see Section 03000 of the technical specifications for additional information on the grant contract clauses.

Exhibit A
Title(s) of Drawings

Drawing C1	Cover Sheet
Drawing C2	General Notes & Legends
Drawing C3	Existing Conditions
Drawing C4	Demolition & Erosion Control Plan
Drawing C5	Site Plan
Drawing C6	Trail Geometrics Plan
Drawing C7	Paving, Grading and Drainage Plan
Drawing C8	General Details
Drawing C9	General Details
Drawing C10	Exercise Pad (Area 1) Dimensions & Installation Instructions
Drawing C11	Exercise Pad (Area 2) Dimensions & Installation Instructions
Drawing C12	Exercise Pad (Area 3) Dimensions & Installation Instructions
Drawing C13	Sign & General Exercise Equipment Installation Instructions

CONSTRUCTION PLANS FOR: BLOSSOM LAKE PARK IMPROVEMENTS

SECTION 34, TOWNSHIP 30S, RANGE 15E



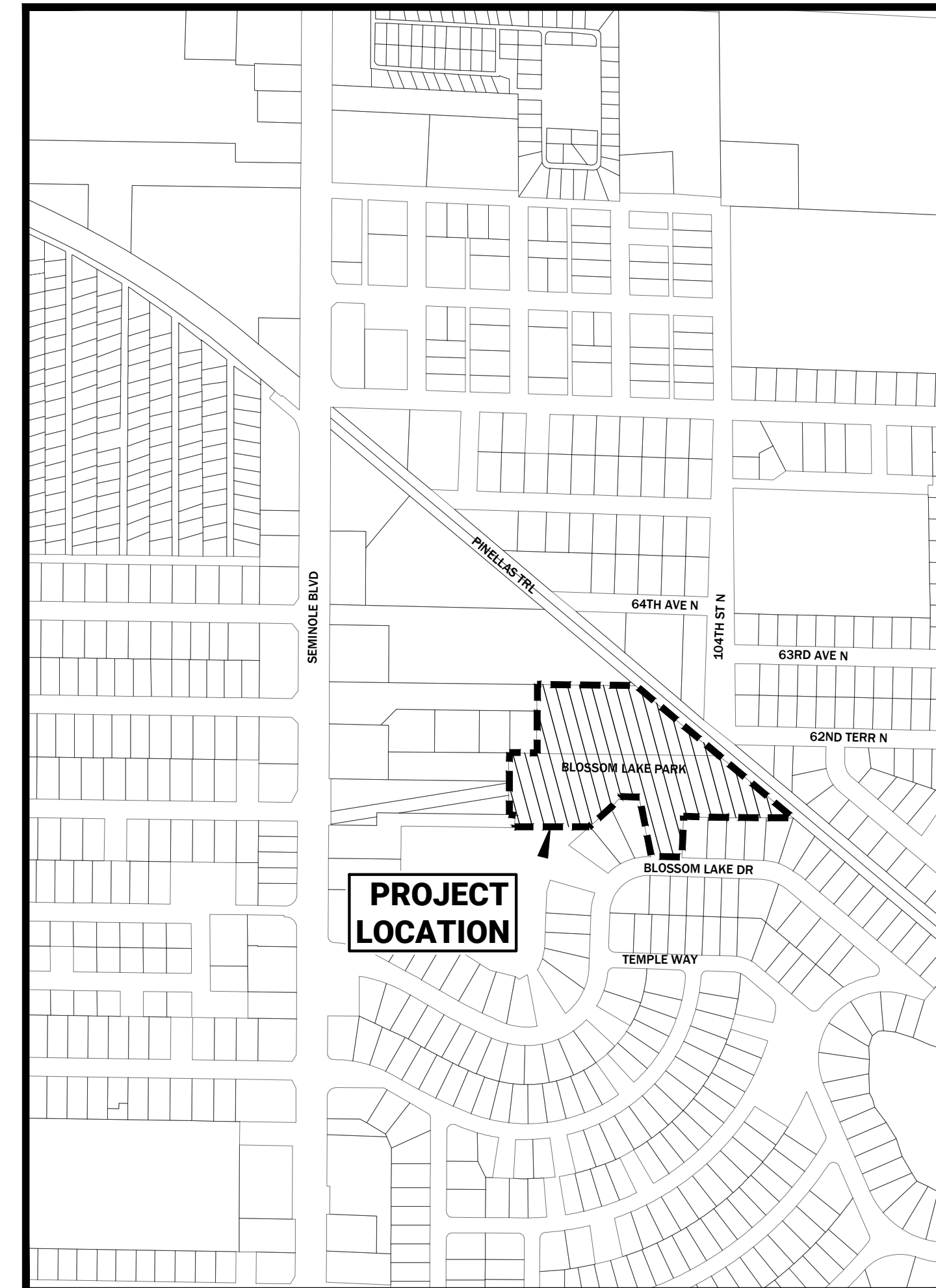
PROJECT LOCATION

VICINITY MAP
N.T.S.

 INVESTIGATE BEFORE YOU EXCAVATE

CALL LOCAL PUBLIC UTILITY NOTIFICATION CENTER

TOLL FREE
1-800-432-4770
MIN. 48 HOURS BEFORE YOU EXCAVATE



PROJECT LOCATION

LOCATION MAP
N.T.S.

PREPARED FOR:

CITY OF SEMINOLE

9199 113TH ST SEMINOLE, FL 33772



DRAWING INDEX	
C1	COVER SHEET
C2	GENERAL NOTES & LEGENDS
C3	EXISTING CONDITIONS
C4	DEMOLITION & EROSION CONTROL PLAN
C5	SITE PLAN
C6	TRAIL GEOMETRICS PLAN
C7	PAVING, GRADING AND DRAINAGE PLAN
C8-C9	GENERAL DETAILS
C10	EXERCISE PAD (AREA 1) DIMENSIONS & INSTALLATION INSTRUCTIONS
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C12	EXERCISE PAD (AREA 3) DIMENSIONS & INSTALLATION INSTRUCTIONS
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CONSTRUCTION PLANS

Prepared By:

 **ADVANCED**
ENGINEERING & DESIGN, INC.

CIVIL • MUNICIPAL • SITE DESIGN • PERMITTING • PLANNING
3931 68TH AVENUE NORTH • PINELLAS PARK, FL 33781 • Phone: 727.526.9158 • Fax: 727.527.9683

GENERAL NOTES:

- ANY PROPERTY MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. IF ANY ARE DISTURBED, CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTING.
- LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT. THERE MAY BE OTHER IMPROVEMENTS, UTILITIES, ETC. WHICH ARE WITHIN THE PROJECT AREA AND WHICH HAVE BEEN INSTALLED AND CONSTRUCTED SINCE THE PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY, PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES AFFECTING HIS WORK (WHETHER OR NOT SHOWN ON THE PLANS).
- ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT WHATEVER NONDESTRUCTIVE INVESTIGATIONS THEY MAY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED.
- FIELD CONDITIONS MAY NECESSITATE SLIGHT ALIGNMENT AND/OR GRADE DEVIATIONS FROM THOSE WHICH ARE INDICATED ON THE PLANS. ANY DEVIATIONS OR ADJUSTMENTS SHALL FIRST BE APPROVED BY THE ENGINEER BEFORE BEING PERFORMED.
- THE CONTRACTOR SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES IN ORDER TO PERMIT THE LOCATION OF EXISTING UNDERGROUND UTILITIES IN ADVANCE OF CONSTRUCTION. CONTACT UTILITIES NOTIFICATION CENTER AT 1-800-432-4770.
- CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION.
- THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES, IN ACCORDANCE WITH THE PLANS, U.S. DEPARTMENT OF TRANSPORTATION'S "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND THE FLORIDA DEPARTMENT OF TRANSPORTATION'S "ROADWAY AND TRAFFIC DESIGN STANDARDS" (ALL LATEST EDITIONS). CONTRACTOR SHALL SUBMIT A DETAILED TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL HAVE THE M.O.T. PLAN APPROVED AT LEAST 48 HOURS PRIOR TO THE START OF WORK. THE M.O.T. SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER OR AN INDIVIDUAL WHO HAS COMPLETED ADVANCED M.O.T. TRAINING. THE M.O.T. PLAN SHALL SHOW ALL HAUL ROUTES, EMERGENCY EXITS AND RESIDENT ACCESS DURING EACH PHASE OF CONSTRUCTION. THE M.O.T. PLAN SHALL SHOW WORDINGS OF ALL SIGNAGE. EXISTING TRAVEL WAYS SHALL BE KEPT OPEN TO TWO-WAY TRAFFIC FOR THE DURATION OF THE PROJECT, EXCEPT ONE LANE OF TRAFFIC WILL BE PERMITTED PROVIDED FLAGMEN ARE USED. THE CONTRACTOR WILL NOT BE PERMITTED TO CLOSE ACCESS TO RESIDENCES OR PLACES OF BUSINESS. PROVISIONS WILL BE MADE TO PROVIDE ACCESS TO CONSTRUCTION VEHICLES FOR PICK-UP AND DELIVERY OF MATERIALS DURING THE CONSTRUCTION PERIOD.
- CONTRACTOR SHALL MAINTAIN A SET OF PLANS WITH CURRENT FIELD CHANGES MARKED. A COMPLETED SET OF "AS-BUILT" PLANS SHALL BE SUBMITTED TO THE CITY PER REQUIREMENTS OF THE SPECIFICATIONS.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS BETWEEN DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED.
- ALL WORK PERFORMED SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY SURVEY WORK INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION STAKEOUT & RECORD DRAWING PREPARATION.
- ALL ROADWAYS AND OPEN RIGHT-OF-WAY AREAS MUST BE CLEANED OF DIRT, DEBRIS AND CONSTRUCTION MATERIALS BY THE END OF EACH WORK SHIFT. ALL CONSTRUCTION AREAS MUST BE SAFELY DELINEATED

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

EROSION & SEDIMENT CONTROL/DEWATERING:

- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO USE WHATEVER MEANS NECESSARY TO CONTROL AND PREVENT EROSION AND TRANSPORT OF SEDIMENT TO SURFACE WATERS & DRAINS DURING CONSTRUCTION.

- THE CONTRACTOR SHALL PROVIDE EROSION CONTROL/ SEDIMENTATION BARRIERS AS SHOWN ON THE PLANS OR AS DIRECTED IN THE FIELD, TO PREVENT SILT EROSION DUE TO CONSTRUCTION ACTIVITIES. THESE DEVICES SHALL BE INSPECTED AND MAINTAINED ON A DAILY BASIS.
- IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING SPRINKLING, IRRIGATION OR OTHER ACCEPTED METHOD.
- IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PRODUCE A "STORMWATER POLLUTION PREVENTION PLAN" (SWPPP) AND OBTAIN COVERAGE UNDER A "NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM" (NPDES) PERMIT BEFORE CONSTRUCTION PROCEEDS. A "NOTICE OF INTENT" (NOI) FORM SHALL BE COMPLETED AND SUBMITTED TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP). A COPY OF THE SUBMITTED SWPPP AND NOI SHALL BE PROVIDED TO THE CITY PRIOR TO THE NOTICE OF COMMENCEMENT. FOR MORE INFORMATION, CONTACT 850-245-7520 OR VISIT THE FOLLOWING WEB SITE: www.dep.fl.us/water/stormwater/npdes/index.htm.
- THE CONTRACTOR SHALL PLACE SILT FENCING AROUND THE PERIMETER OF ALL STAGING & MATERIAL STORAGE AREAS.
- DURING CONSTRUCTION, NEW INLETS SHALL HAVE INLET PROTECTION DEVICES INSTALLED UNTIL CONSTRUCTION IS COMPLETE.
- THE CONTRACTOR SHALL INCORPORATE WASHDOWN AREAS OR SOIL TRACKING SYSTEMS INTO THE EROSION CONTROL PLAN IN AN EFFORT TO KEEP SEDIMENT OFF OF PUBLIC ROADWAYS. SOIL TRACKING SYSTEMS SHALL USE FOOT SIZE #1 AGGREGATE AND BE A MINIMUM OF 4" THICK.
- SEDIMENT SHALL BE REMOVED FROM VEHICLE USE AREAS ON A DAILY BASIS.
- ANY DEWATERING ACTIVITY THAT DISCHARGES PRODUCED GROUNDWATER TO WATERS OF THE STATE OR ANY MS4 SHALL BE PERMITTED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP). THE CONTRACTOR WILL BE RESPONSIBLE FOR GROUNDWATER TESTING, THE PREPARATION OF A GROUNDWATER REMEDIATION PLAN FOR DEWATERED FLOWS, PERMITTING OF THIS PLAN THROUGH THE FDEP AND IMPLEMENTATION OF THIS PLAN. PLEASE REFERENCE THE SPECIFICATIONS TO VIEW GROUNDWATER TESTING RESULTS. IT SHALL BE NOTED THAT ADDITIONAL PAYMENT WILL NOT BE PROVIDED IN THE EVENT CONCENTRATIONS IDENTIFIED IN THE SPECIFICATIONS ARE LESS THAN THE CONCENTRATIONS OBSERVED IN THE FIELD.
- PRIOR TO THE NOTICE TO PROCEED, THE CONTRACTOR SHALL COMPLETE ILLICIT DISCHARGE TRAINING. THIS IS A NEW STATEWIDE REQUIREMENT. AT LEAST ONE PERSON WHO HAS RECEIVED THE TRAINING MUST BE PRESENT AT THE CONSTRUCTION SITE. THERE ARE A FEW OPTIONS TO RECEIVE THE TRAINING:
 - THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION IS CREATING AN ONLINE ILLICIT DISCHARGE TRAINING PROGRAM. IF THIS COURSE HAS BEEN COMPLETED, PLEASE PROVIDE THE CERTIFICATION NUMBERS OF THE APPLICABLE PERSONNEL.
 - OTHER MUNICIPALITIES IN FLORIDA HAVE THE SAME REQUIREMENT. PROVIDE EVIDENCE THAT APPLICABLE PERSONNEL HAVE RECEIVED TRAINING THROUGH ANOTHER MUNICIPALITY OR SOURCE.

CLEARING & GRUBBING NOTES:

- THE CONTRACTOR SHALL CLEAR AND GRUB AREAS IN ACCORDANCE WITH SPECIFICATION SECTION 02110, CLEARING AND GRUBBING (LATEST EDITION) WITH THE SPECIFIC CONDITIONS LISTED BELOW.
- STANDARD, NOT SELECTIVE, CLEARING AND GRUBBING SHALL BE PERFORMED.
- BURNING OF EXCESS MATERIAL WILL NOT BE PERMITTED. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE REMOVAL AND PROPER DISPOSAL OF ALL MATERIAL RESULTING FROM CLEARING AND GRUBBING ACTIVITIES.

FENCING NOTES:

- FENCING SHALL BE FDOT INDEX 550-002 (MODIFIED, TOP RAIL) TYPE B, WITH COLOR TO MATCH EXISTING FENCE.
- CHAIN LINK FABRIC SHALL BE PVC COATED.
- POST & RAILS SHALL HAVE POLYMER FILM TOPCOAT.
- FENCE SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. CONCRETE SHALL BE USED ON ALL POSTS.

PAVING & GRADING NOTES:

- ALL DELETERIOUS SUBSURFACE MATERIAL (I.E. MUCK, PEAT, BURIED DEBRIS, ETC.) SHALL BE EXCAVATED AND REMOVED FROM THE SITE. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS.
- CRUSHED CONCRETE SHALL MEET FDOT GRADATION AND MATERIAL COMPOSITION REQUIREMENTS.
- THE CONTRACTOR WILL BE REQUIRED TO TRANSITION TO EXISTING GRADE. THESE TRANSITIONS SHALL BE MADE AT THE MAXIMUM SLOPES SEEN IN THE TYPICAL SECTION.
- ALL PROPOSED SIGNAGE SHALL BE IN ACCORDANCE APPLICABLE FDOT SPECIFICATION SECTIONS.
- ALL PROPOSED ELEVATIONS REPRESENT FINISHED GRADE AFTER SOD REPLACEMENT

HYDROSEEDING NOTES:

- THE CONTRACTOR SHALL HYDROSEED GRADED AREAS IN ACCORDANCE WITH FDOT SPECIFICATION SECTION 570, PERFORMANCE TURF (LATEST EDITION) WITH THE SPECIFIC CONDITIONS LISTED BELOW.
 - BASIS OF PAYMENT AND METHOD OF MEASUREMENT SECTIONS ARE NOT APPLICABLE FOR THIS PROJECT. PLEASE REFERENCE THE MEASUREMENT & PAYMENT SECTION WITHIN THE SPECIFICATIONS FOR THIS INFORMATION.
 - HE SEED MIX SHALL CONSIST OF BAHIA AND BERMUDA GRASSES (50/50). THIS SEED MIX SHALL BE USED IN COMBINATION WITH NURSE GRASS. SEED SHALL MEET REQUIREMENTS OF FDOT SPECIFICATION SECTION 981.
 - ALL FERTILIZER USED SHALL ADHERE TO THE PINELLAS COUNTY FERTILIZER ORDINANCE.
 - THE CONTRACTOR SHALL CONFIRM THAT SOILS ARE OF A SUITABLE PH AND CONTAIN THE ORGANIC MATTER LEVELS NEEDED TO FACILITATE GROUND COVER GROWTH. THIS CONFIRMATION SHALL BE PROVIDED TO THE CITY, IN WRITING, PRIOR TO COMMENCING HYDROSEEDING ACTIVITIES.

SURVEY NOTES:

- BEARINGS ARE BASED ON THE WEST RIGHT-OF-WAY LINE OF SEABOARD COASTLINE RAILROAD, BEING ASSUMED AS S 49°56'17"E.
- SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED.
- NO EXCAVATION WAS PERFORMED TO VERIFY THE LOCATION OR EXISTENCE OF ANY UNDERGROUND UTILITIES, ENCROACHMENTS, IMPROVEMENTS, STRUCTURES OR FOUNDATIONS. UNDERGROUND UTILITY LINE LOCATIONS (IF SHOWN HEREON) ARE BASED UPON UTILITY PROVIDER ATLAS AND VISIBLE SURFACE EVIDENCE.
- RE-USE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS

- INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE TO WHOM CERTIFIED.
- ALL FOUND POINTS ARE UNMARKED UNLESS OTHERWISE NOTED. ALL PERIMETER BEARINGS AND DISTANCES ARE ALSO FIELD MEASURED UNLESS NOTED.
 - THIS SURVEY IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
 - THE SITE APPEARS TO BE IN FLOOD ZONE "X", ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, MAP NUMBER 12103C0183, EFFECTIVE DATE SEPTEMBER 3, 2019. POLARIS ASSOCIATES, INC. AND THE SIGNING SURVEYOR HEREON ASSUMES NO LIABILITY FOR THE ACCURACY OF THIS DETERMINATION.
 - ANY ZONING INFORMATION SHOWN OR NOTED HEREON IS BASED ON INFORMATION AVAILABLE DURING THE PREPARATION OF THE SURVEY. THIS INFORMATION SHOULD BE VERIFIED WITH THE GOVERNING AUTHORITY PRIOR TO ANY DETERMINATIONS OR DESIGN.
 - SHOWN ANYWHERE ON THIS SURVEY, THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN EXPRESSION OF A PROFESSIONAL OPINION BASED UPON THE SURVEYOR'S BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT THUS CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY.
 - UNLESS OTHERWISE INDICATED, THE PROPERTY DESCRIPTION AND EASEMENTS SHOWN WERE FURNISHED TO POLARIS ASSOCIATES, INC. AND ARE PRESUMED TO BE CORRECT. NO SEARCH OF ANY PUBLIC RECORDS, FOR EASEMENTS, DEEDS, ETC., WAS PERFORMED BY THIS FIRM FOR THE COMPLETION OF THIS SURVEY AND THERE MAY BE ADDITIONAL RESTRICTIONS THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
 - THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.
 - ELEVATIONS ARE BASED ON NATIONAL GEODETIC SURVEY MONUMENT "TURTLE 2 U" HAVING AN ELEVATION OF 30.70 NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88). TO OBTAIN NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD 29) ELEVATIONS, ADD 0.88 FEET TO THE ELEVATIONS SHOW HEREON.
 - TREES 4" IN DIAMETER AND LARGER HAVE BEEN LOCATED WITH COMMON NAME AND APPROXIMATE DIAMETER BREST HIGH. SMALLER TREES, NON-PROTECTED SPECIES (INCLUDING ORNAMENTALS) AND TREES WITHIN JURISDICTIONAL AREAS (IF ANY) HAVE NOT BEEN LOCATED. TREES BY NATURE ARE IRREGULAR IN SIZE AND SHAPE. EVERY EFFORT IS MADE TO ACCURATELY LOCATE TREES. THE TREE LOCATION IS THE CENTER OF THE TREE. THIS LOCATION MAY BE DIFFERENT IF LOCATED FROM A DIFFERENT DIRECTION. ALL TREE LOCATIONS SHOULD BE FIELD CHECKED IF CRITICAL TO DESIGN.
 - THIS SURVEY IS BASED ON U.S. FEET.

EXISTING LEGEND

+ 25.25' = POINT OF ELEVATION 25.2' = DIMENSION FROM BUILDING TO BOUNDARY / RIGHT-OF-WAY LINE	= FLARED END SECTION = GRATE INLET = GROUND LIGHT = GUY ANCHOR = LIGHT POLE, CONCRETE = BOLLARD or POST = BOX, CABLE TELEVISION = BOX, ELECTRIC UTILITY = BOX, ELECTRIC UTILITY (TRANSFORMER) = BOX, TELEPHONE = DECORATIVE LIGHT POLE = ELECTRIC OUTLET = FIRE HYDRANT = FLAGPOLE	= METER, ELECTRIC = METER, GAS = METER, RECLAIMED WATER = METER, WATER = METER END SECTION = MONITORING WELL = PEDESTRIAN CROSSING SIGNAL = SANITARY CLEANOUT = SCHEDULE B-2 ITEM = TELEPHONE RISER = TRAFFIC SIGN = STORM SEWER STRUCTURE = MANHOLE, TELEPHONE	= UNDERGROUND CABLE TELEVISION MARKER = UNDERGROUND CABLE TELEVISION WARNING SIGN = UNDERGROUND ELECTRIC MARKER = UNDERGROUND ELECTRIC WARNING SIGN = UNDERGROUND FIBER OPTIC MARKER = UNDERGROUND FIBER OPTIC WARNING SIGN = UNDERGROUND FOREMAN MARKER = UNDERGROUND FOREMAN WARNING SIGN = UNDERGROUND GAS MARKER = UNDERGROUND GAS WARNING SIGN = UNDERGROUND RECLAIMED WATER MARKER = UNDERGROUND RECLAIMED WATER WARNING SIGN = UNDERGROUND SANITARY WATER MARKER	= UNDERGROUND SANITARY SEWER WARNING SIGN = UNDERGROUND TELEPHONE MARKER = UNDERGROUND TELEPHONE WARNING SIGN = UNDERGROUND WATER MARKER = UNDERGROUND WATER WARNING SIGN = UTILITY POLE, CONCRETE = UTILITY POLE, METAL = UTILITY POLE, WOOD = VALVE, GAS = VALVE, RECLAIMED WATER = VALVE, SANITARY = VALVE, WATER = WELL	A/C = AIR CONDITIONER UNIT BLDG = BUILDING (C) = CALCULATED DATA COR = CERTIFIED CORNER RECORD CLF = CHAIN LINK FENCE CMP = CORRUGATED METAL PIPE CONC = CONCRETE COR = CORNER CPB = CONDOMINIUM PLAT BOOK C/T = CURB TIE (D) = DEED DATA DB = DEED BOOK DIP = DUCTILE IRON PIPE
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TREE LEGEND

= BAY TREE	= ELM TREE	= PALM TREE
= BOTTLE BRUSH TREE	= EUCALYPTUS TREE	= PECAN TREE
= CAMPHOR TREE	= MAGNOLIA TREE	= PERSIMMON TREE
= CEDAR	= MAPLE TREE	= PINE TREE
= CHINABERRY TREE	= MULBERRY TREE	= SYCAMORE TREE
= CITRUS TREE	= OAK TREE	= WAX MYRTLE TREE
= CYPRESS TREE	= OTHER SPECIES	= WILLOW TREE

STORM CURB INLETS

PROPOSED LEGEND:

= RECREATIONAL TRAIL (8' WIDE)
= CONCRETE TRAIL WITH TREE PROTECTION MEASURES
= CONCRETE SLAB
= POND CUT AREA
= POND FILL AREA
= DETECTABLE WARNING SURFACE PER FDOT INDEX 522-002 (YELLOW)
= PROPOSED STORMWATER PIPE (BY CITY)
= GRADE AS NEEDED TO DIRECT RUNOFF

NO.	REVISIONS	BY	DATE

SCALE: AS SHOWN

DRAWN: S.A.T.

DESIGNED: J.V.K.

APPROVED: W.G.R.

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CITY OF SEMINOLE

BLOSSOM LAKE PARK IMPROVEMENTS

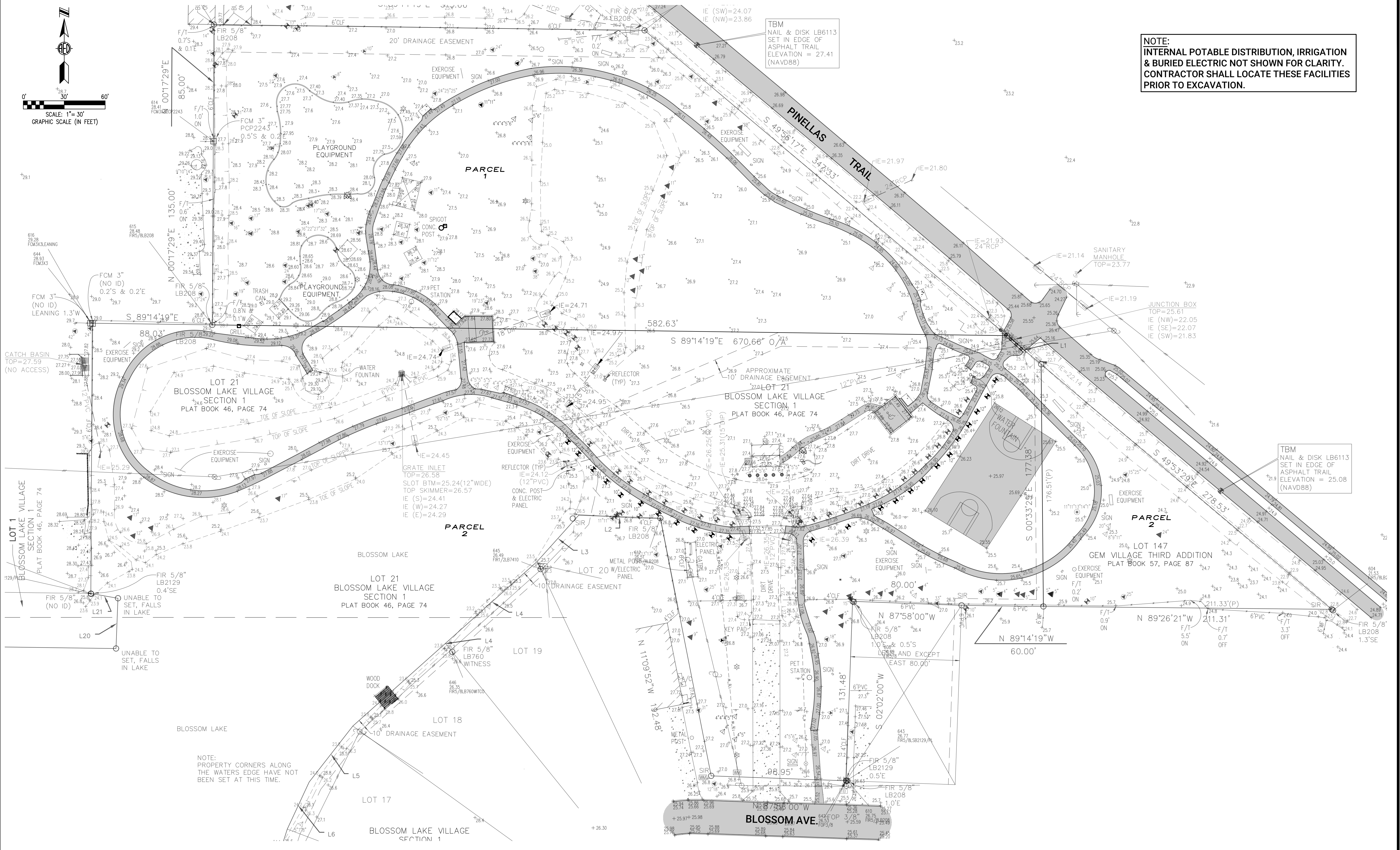
GENERAL NOTES & LEGENDS

DATE: 12/14/2021

PROJECT NO: 21.SEM-15

SHEET NO: **C2**

Date: 10/27/06 Time: 9:18 AM Filename: M:\Municipal\Seminoles\21.SEM-15\M-15-15-15-C2.dwg



NO.	REVISIONS	BY	DATE

SCALE: AS SHOWN
 DRAWN: S.A.T.
 DESIGNED: J.V.K.
 APPROVED: W.G.R.

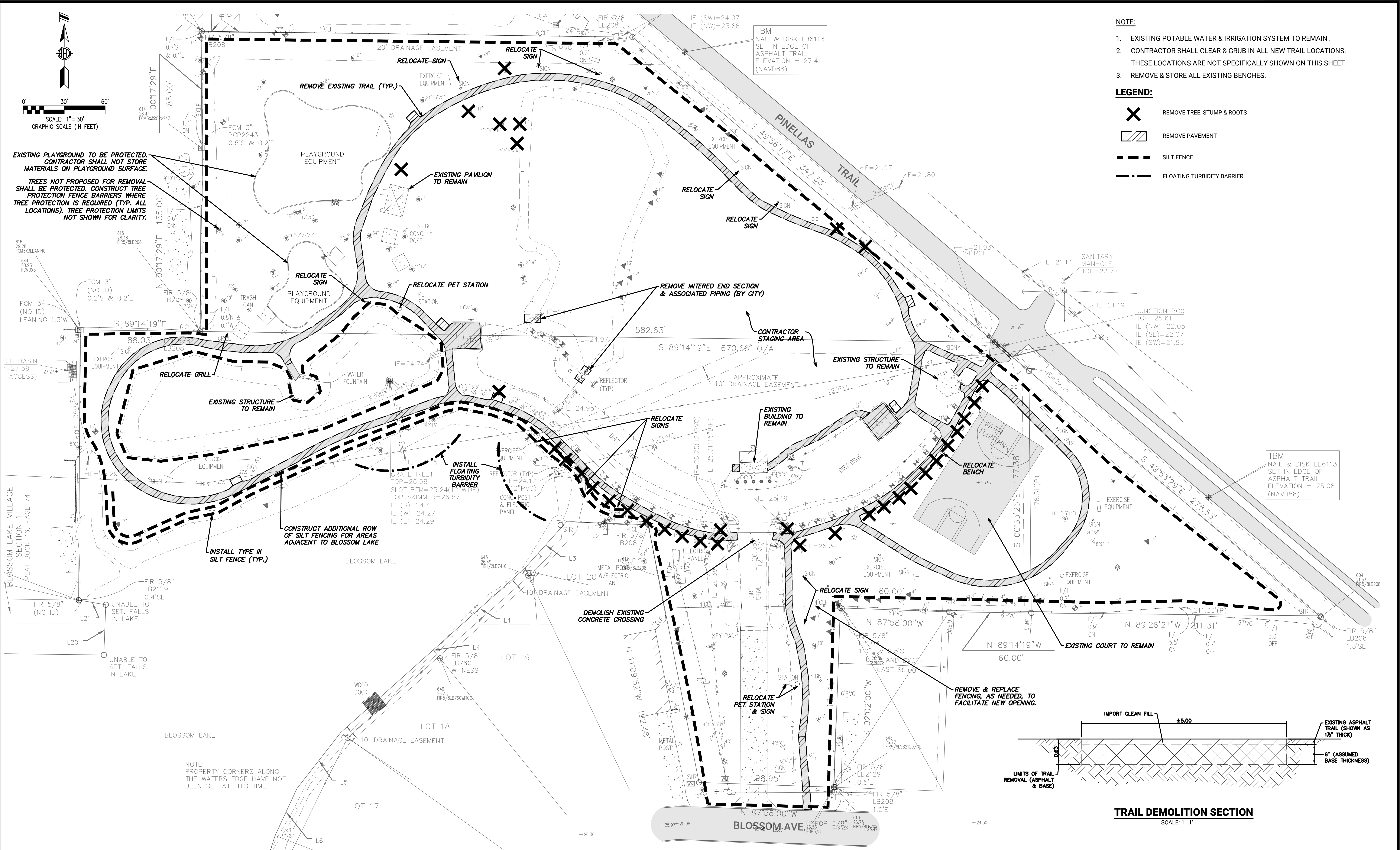
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CITY OF SEMINOLE
BLOSSOM LAKE PARK IMPROVEMENTS

EXISTING CONDITIONS

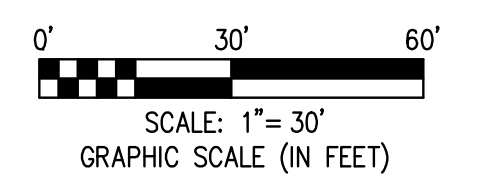
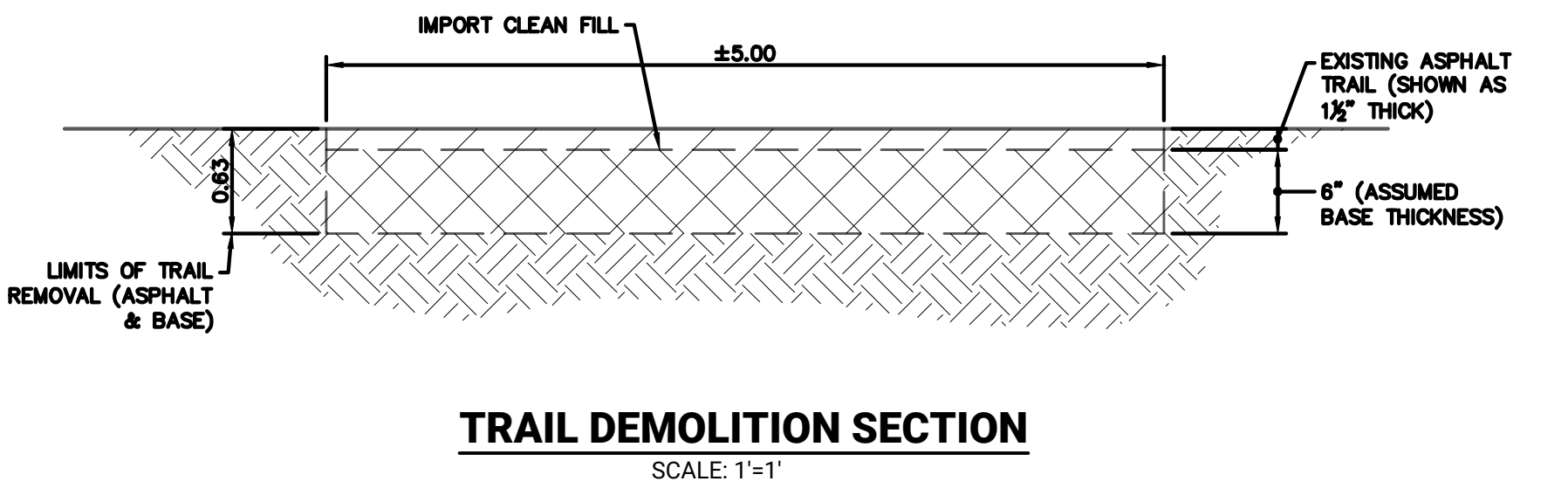
DATE:	12/14/2021
PROJECT NO.:	21.SEM-15
SHEET NO.:	C3

Date: 10/27/06 Time: 9:18 AM Filename: M:\Municipal\Seminoles\21.SEM-15 (Blossom Lake Park Improvements)\Cadd\Current\SEM-15_C3.dwg



- NOTE:**
- EXISTING POTABLE WATER & IRRIGATION SYSTEM TO REMAIN.
 - CONTRACTOR SHALL CLEAR & GRUB IN ALL NEW TRAIL LOCATIONS. THESE LOCATIONS ARE NOT SPECIFICALLY SHOWN ON THIS SHEET.
 - REMOVE & STORE ALL EXISTING BENCHES.

- LEGEND:**
- REMOVE TREE, STUMP & ROOTS
 - REMOVE PAVEMENT
 - SILT FENCE
 - FLOATING TURBIDITY BARRIER



EXISTING PLAYGROUND TO BE PROTECTED. CONTRACTOR SHALL NOT STORE MATERIALS ON PLAYGROUND SURFACE.
 TREES NOT PROPOSED FOR REMOVAL SHALL BE PROTECTED. CONSTRUCT TREE PROTECTION FENCE BARRIERS WHERE TREE PROTECTION IS REQUIRED (TYP. ALL LOCATIONS). TREE PROTECTION LIMITS NOT SHOWN FOR CLARITY.

NOTE: PROPERTY CORNERS ALONG THE WATERS EDGE HAVE NOT BEEN SET AT THIS TIME.

Date: 7/9/21 Time: 4:07 PM Filename: M:\Municipal\Seminoles\21.SEM-15 (Blossom Lake Park Improvements)\Code\Current\SEM-15_C4.dwg

NO.	REVISIONS	BY	DATE

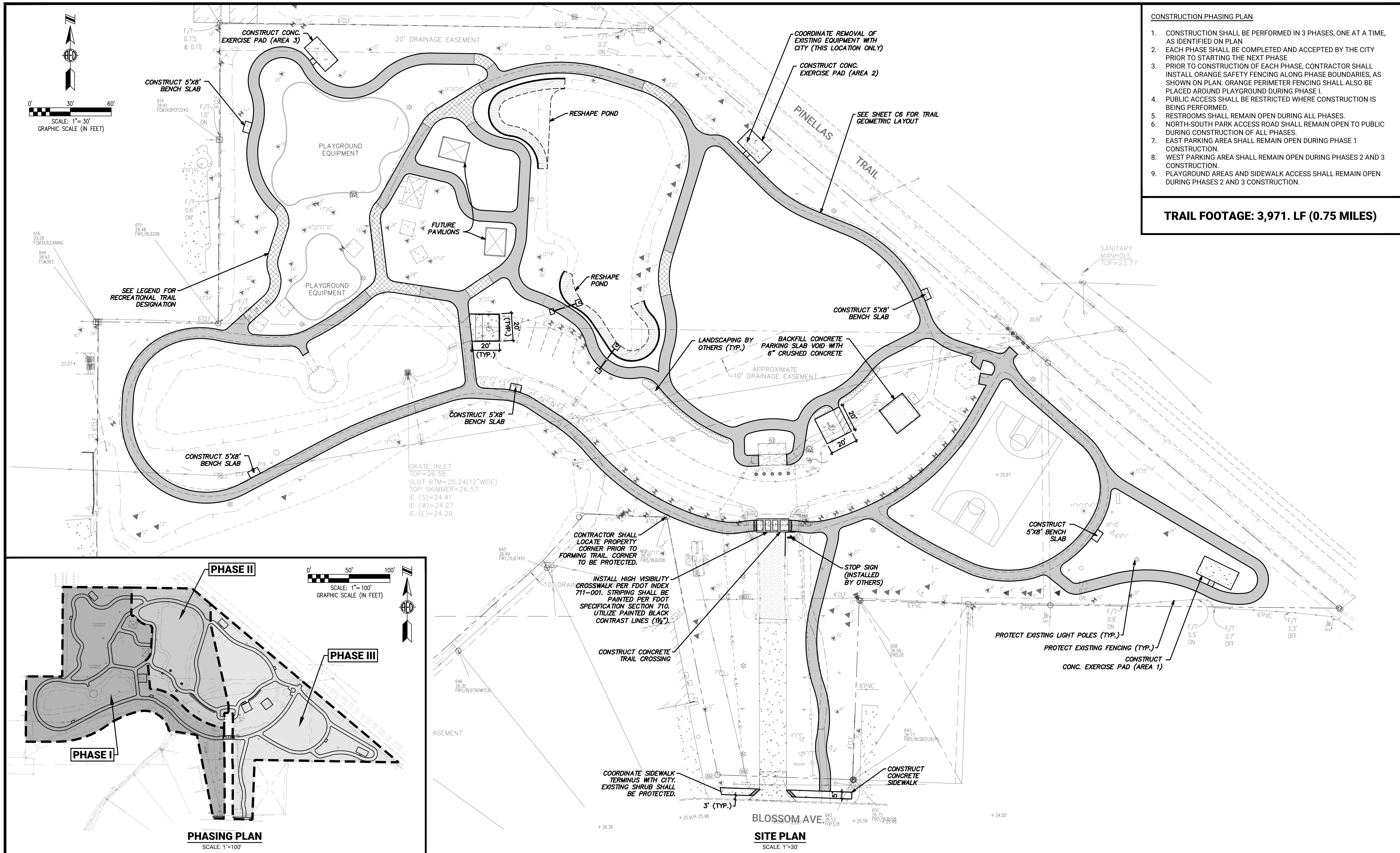
SCALE:	AS SHOWN
DRAWN:	S.A.T.
DESIGNED:	J.V.K.
APPROVED:	W.G.R.

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CITY OF SEMINOLE
BLOSSOM LAKE PARK IMPROVEMENTS

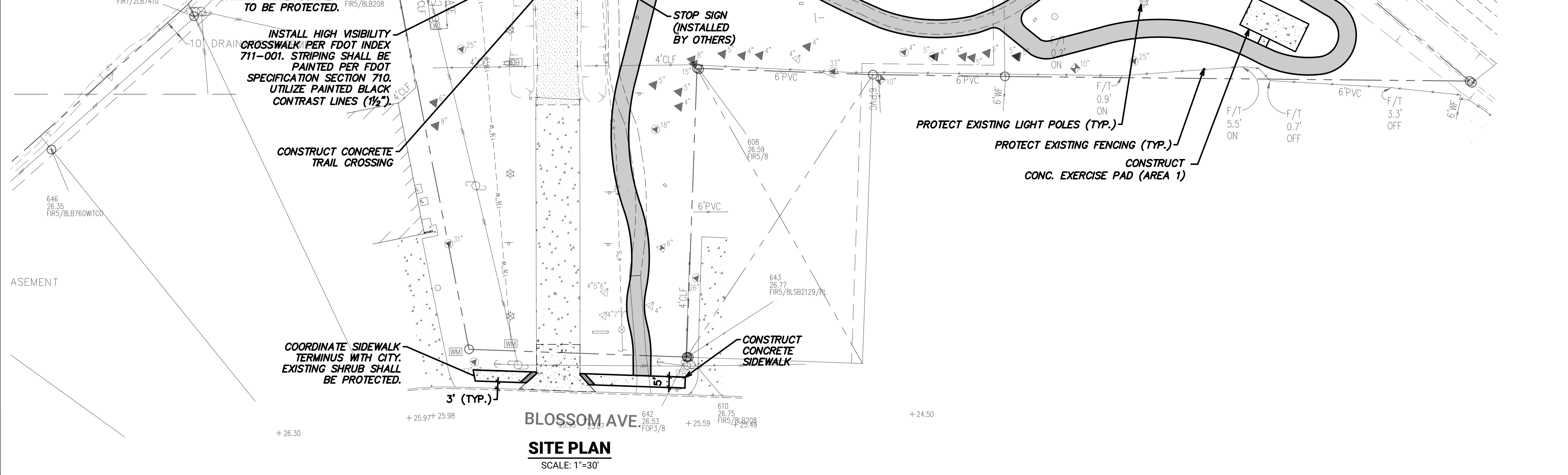
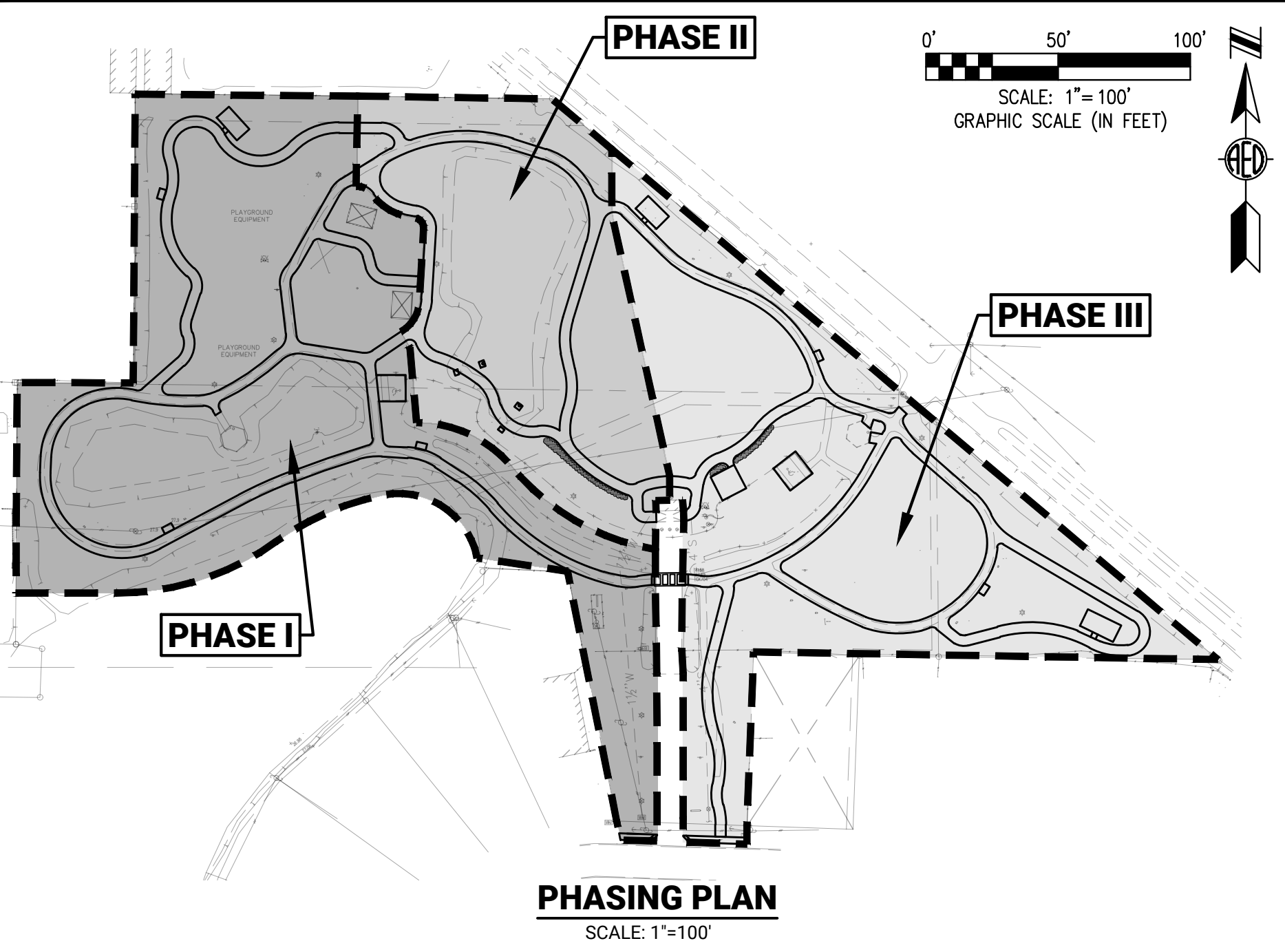
DEMOLITION & EROSION CONTROL PLAN

DATE:	12/14/2021
PROJECT NO.:	21.SEM-15
SHEET NO.:	C4



- CONSTRUCTION PHASING PLAN**
1. CONSTRUCTION SHALL BE PERFORMED IN 3 PHASES, ONE AT A TIME, AS IDENTIFIED ON PLAN
 2. EACH PHASE SHALL BE COMPLETED AND ACCEPTED BY THE CITY PRIOR TO STARTING THE NEXT PHASE
 3. PRIOR TO CONSTRUCTION OF EACH PHASE, CONTRACTOR SHALL INSTALL ORANGE SAFETY FENCING ALONG PHASE BOUNDARIES, AS SHOWN ON PLAN. ORANGE PERIMETER FENCING SHALL ALSO BE PLACED AROUND PLAYGROUND DURING PHASE 1.
 4. PUBLIC ACCESS SHALL BE RESTRICTED WHERE CONSTRUCTION IS BEING PERFORMED.
 5. RESTROOMS SHALL REMAIN OPEN DURING ALL PHASES.
 6. NORTH-SOUTH PARK ACCESS ROAD SHALL REMAIN OPEN TO PUBLIC DURING CONSTRUCTION OF ALL PHASES.
 7. EAST PARKING AREA SHALL REMAIN OPEN DURING PHASE 1 CONSTRUCTION.
 8. WEST PARKING AREA SHALL REMAIN OPEN DURING PHASES 2 AND 3 CONSTRUCTION.
 9. PLAYGROUND AREAS AND SIDEWALK ACCESS SHALL REMAIN OPEN DURING PHASES 2 AND 3 CONSTRUCTION.

TRAIL FOOTAGE: 3,971. LF (0.75 MILES)



Date: 10/27/06 Time: 9:18 AM Filename: M:\Municipal\Seminoles\21.SEM-15 (Blossom Lake Park Improvements)\Code\Current\SEM-15_C5.dwg

NO.	REVISIONS	BY	DATE

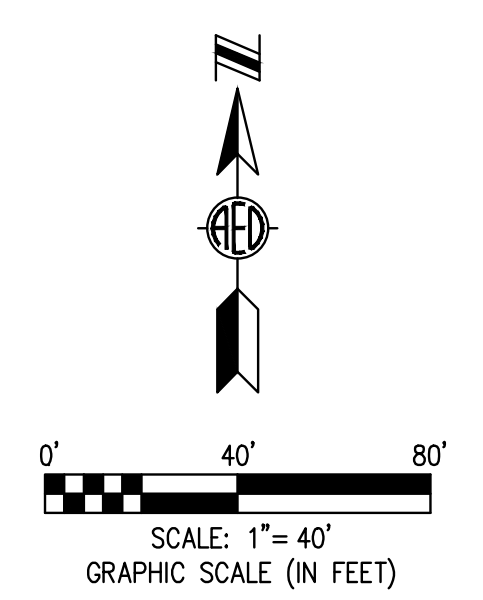
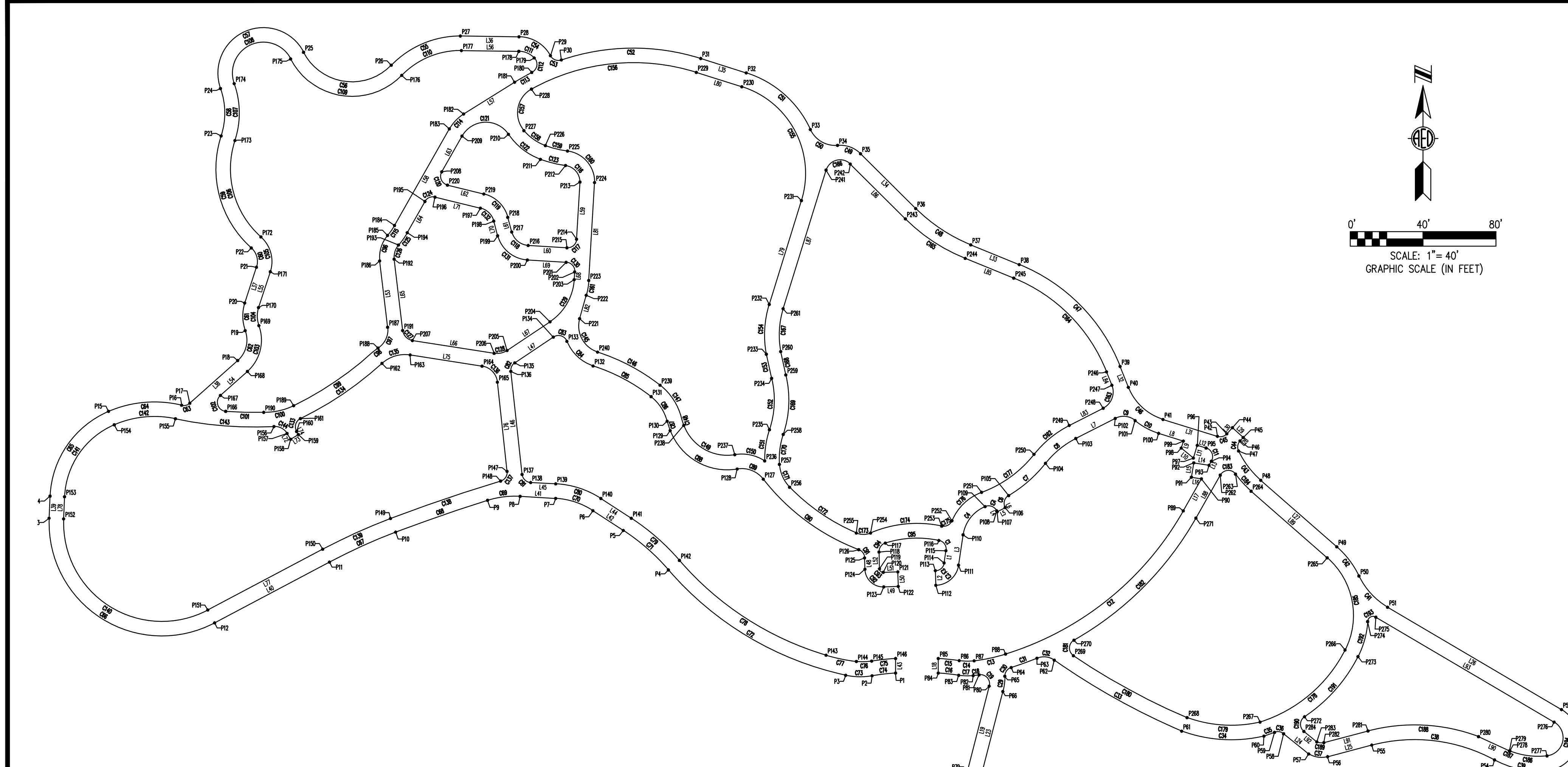
SCALE:	AS SHOWN
DRAWN:	S.A.T.
DESIGNED:	J.V.K.
APPROVED:	W.G.R.

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CITY OF SEMINOLE
BLOSSOM LAKE PARK IMPROVEMENTS

SITE & PHASING PLAN

DATE:	12/14/2021
PROJECT NO.:	21.SEM-15
SHEET NO.:	C5



LINE TABLES: A grid of 10 tables, each with columns for LINE#, LENGTH, and DIRECTION. Contains stationing data for lines L1 through L100.

CURVE TABLES: A grid of 10 tables, each with columns for CURVE#, LENGTH, RADIUS, and DELTA. Contains curve data for curves C1 through C100.

NORTHING & EASTING: A grid of 20 tables, each with columns for POINT, NORTHING, and EASTING. Contains coordinate data for points P1 through P100.

NORTHING & EASTING: A grid of 20 tables, each with columns for POINT, NORTHING, and EASTING. Contains coordinate data for points P101 through P200.

NORTHING & EASTING: A grid of 20 tables, each with columns for POINT, NORTHING, and EASTING. Contains coordinate data for points P201 through P300.

NORTHING & EASTING: A grid of 20 tables, each with columns for POINT, NORTHING, and EASTING. Contains coordinate data for points P301 through P400.

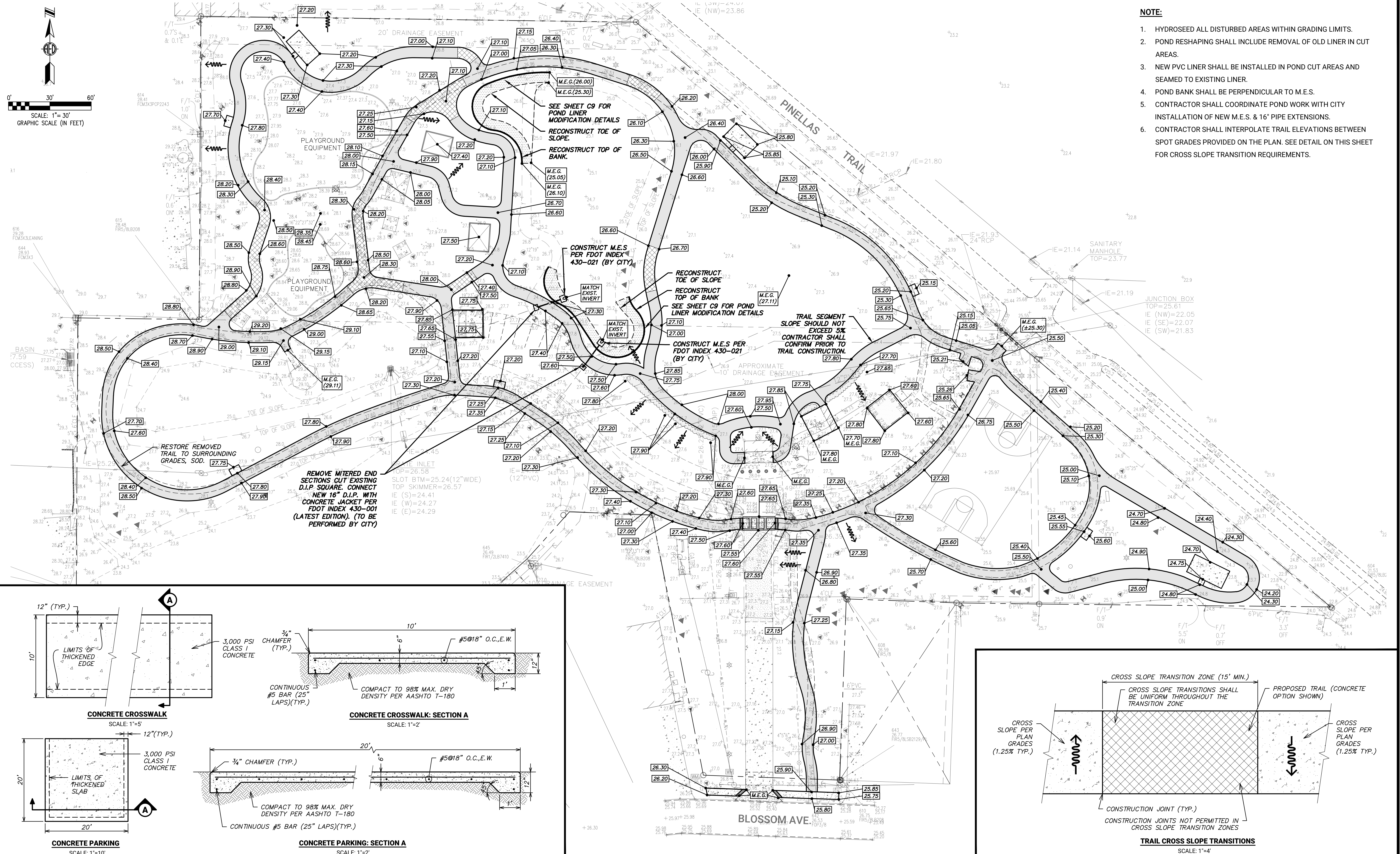
NO. REVISIONS BY DATE: A table for tracking revisions to the plan, including columns for revision number, description, author, and date.

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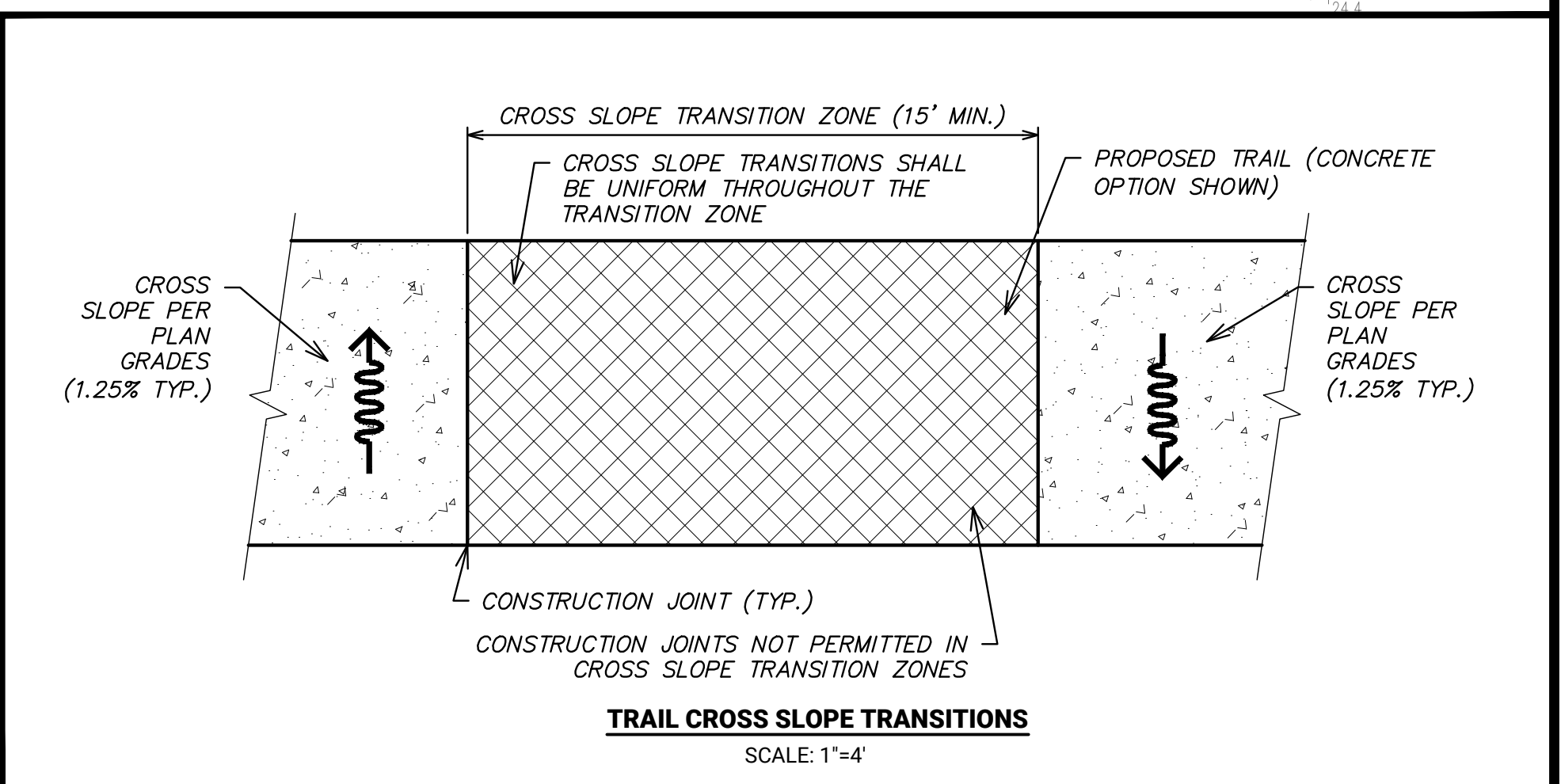
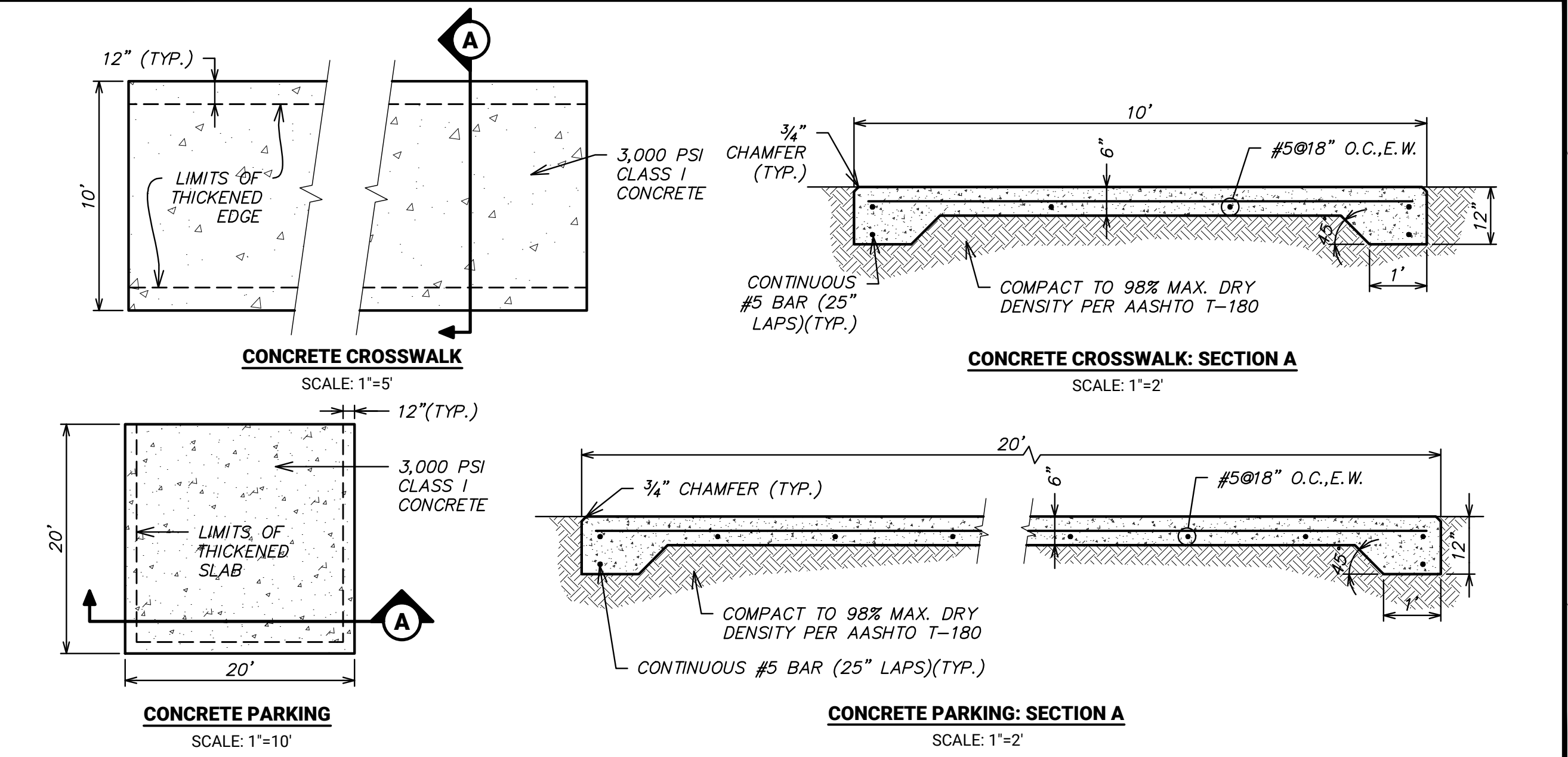
CITY OF SEMINOLE BLOSSOM LAKE PARK IMPROVEMENTS

TRAIL GEOMETRICS PLAN DATE: 12/14/2021 PROJECT NO: 21.SEM-15 SHEET NO: C6

File Name: M:\Municipal\Seminoles\21.SEM-15 (Blossom Lake Park Improvements)\Cadd\Current\SEM-15_C6.dwg Date: 10/27/2021 Time: 9:18 AM



- NOTE:**
- HYDROSEED ALL DISTURBED AREAS WITHIN GRADING LIMITS.
 - POND RESHAPING SHALL INCLUDE REMOVAL OF OLD LINER IN CUT AREAS.
 - NEW PVC LINER SHALL BE INSTALLED IN POND CUT AREAS AND SEAMED TO EXISTING LINER.
 - POND BANK SHALL BE PERPENDICULAR TO M.E.S.
 - CONTRACTOR SHALL COORDINATE POND WORK WITH CITY INSTALLATION OF NEW M.E.S. & 16" PIPE EXTENSIONS.
 - CONTRACTOR SHALL INTERPOLATE TRAIL ELEVATIONS BETWEEN SPOT GRADES PROVIDED ON THE PLAN. SEE DETAIL ON THIS SHEET FOR CROSS SLOPE TRANSITION REQUIREMENTS.



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SCALE:	AS SHOWN
DRAWN:	S.A.T.
DESIGNED:	J.V.K.
APPROVED:	W.G.R.

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CITY OF SEMINOLE
BLOSSOM LAKE PARK IMPROVEMENTS

PAVING, GRADING & DRAINAGE PLAN

DATE: 12/14/2021
PROJECT NO: 21.SEM-15
SHEET NO: **C7**

Date: 10/27/06 Time: 9:18 AM Filename: M:\Municipal\Seminoles\21.SEM-15 (Blossom Lake Park Improvements)\Code_Cur_Sem-15_C7.dwg

TREE PROTECTION

- THE CONTRACTOR WILL BE RESPONSIBLE FOR ADHERING TO ALL TREE PROTECTION MEASURES REQUIRED BY THE CITY CODES, ORDINANCES AND STANDARD SPECIFICATIONS. THIS WILL INCLUDE ALL TREE BARRICADES, ROOT PRUNING AND TREE TRIMMING. THESE REQUIREMENTS ARE REQUIRED WITHIN THE SPECIFIED "LIMITS OF WORK" AND WILL ALSO INCLUDE ALL AREAS WHERE THE CONTRACTOR AND/OR HIS SUBCONTRACTOR STAGE, STORE OR PARK EQUIPMENT, MATERIALS, DEBRIS AND VEHICLES.
- CONTRACTOR SHALL SUBCONTRACT WITH AN INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORIST CONSULTANT ACCEPTABLE TO CITY. TREE PROTECTION METHODS AND WORK PRODUCT SHALL BE APPROVED BY ARBORIST CONSULTANT.
- ALL TREE PRUNING AND/OR ROOT PRUNING ON EXISTING TREES TO REMAIN SHALL ONLY BE PERFORMED BY A PINELLAS COUNTY LICENSED TREE SERVICE COMPANY UNDER SUPERVISION OF ARBORIST CONSULTANT.
- ALL TREE WORK SHALL CONFORM TO THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) 2001, AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS - TREE, SHRUB AND OTHER WOODY PLANT MAINTENANCE - STANDARD PRACTICES (PRUNING) ANSI A-300.
- CONTRACTOR SHALL INSTALL TREE BARRICADES, EROSION CONTROL/SILT FENCING OR OTHER APPROVED PROTECTIVE BARRIERS AROUND ALL TREES TO BE PRESERVED, PER DETAIL, WHERE APPLICABLE PROTECTIVE BARRIERS SHALL BE PLACED IN ROOT PRUNE TRENCHES.
- CONSTRUCTION MATERIALS, VEHICLES, EQUIPMENT, SOILS, DEBRIS AND SUPPLIES SHALL NOT BE STORED WITHIN THE DRIP LINE/PROTECTIVE BARRIER AREA UNDER ANY TREE TO REMAIN.
- VEHICLES UNDER ANY TREE SHALL NOT BE PARKED WITHIN THE DRIP LINE/PROTECTIVE BARRIER AREA OF THE TREE.
- WOODCHIPS, MULCH OR ANOTHER CUSHIONING SURFACE MATERIAL APPROVED BY THE CITY'S REPRESENTATIVE SHALL BE PLACED TO A MINIMUM DEPTH OF 10" OVER AREAS WHERE ROOTS ARE PRESENT AND CONSTRUCTION TRAFFIC OCCURS.
- ALL TREE PROTECTION MEASURES SHALL REMAIN IN PLACE AT ALL TIMES DURING CONSTRUCTION UNTIL THE CITY'S REPRESENTATIVE AUTHORIZES REMOVAL.

ROOT INVESTIGATION & PRUNING

- CONTRACTOR SHALL SUBCONTRACT WITH ISA CERTIFIED ARBORIST CONSULTANT ACCEPTABLE BY CITY.
- ALL ROOT INVESTIGATION AND PRUNING SHALL BE PERFORMED UNDER THE DIRECT SUPERVISION OF CERTIFIED ARBORIST.
- ROOT INVESTIGATION AND PRUNING SHALL ONLY BE PERFORMED BY A PINELLAS COUNTY LICENSED TREE SERVICE COMPANY.
- ANY PROPOSED ROOT PRUNING TRENCHES SHALL BE IDENTIFIED (I.E. FLAGGED OR PAINTED) ON SITE OR AS REQUIRED BY THE CITY CODES, ORDINANCES AND STANDARD SPECIFICATIONS. THESE LINES MUST BE INSPECTED AND APPROVED BY THE CITY'S REPRESENTATIVE AND ARBORIST CONSULTANT PRIOR TO COMMENCEMENT OF ROOT PRUNING.
- ROOT INVESTIGATION AND PRUNING SHALL BE PERFORMED AS FAR IN ADVANCE OF OTHER CONSTRUCTION ACTIVITIES AS IS FEASIBLE, BUT AT A MINIMUM SHALL BE PERFORMED PRIOR TO ANY IMPACTS TO THE SOIL. ASSOCIATED TREE PROTECTION MEASURES SHOULD BE IMPLEMENTED UPON COMPLETION OF SAID ROOT INVESTIGATION AND PRUNING.
- IF THERE IS A LIKELIHOOD OF EXCESSIVE WIND AND/OR RAIN EXCEPTIONAL CARE SHALL BE TAKEN ON ANY ROOT PRUNING ACTIVITIES.
- PRIOR TO WORK, ARBORIST CONSULTANT SHALL PERFORM A SITE INSPECTION OF ROOTS UNCOVERED BY AIR SPADING AND DETERMINE WHETHER ROOTS CAN BE PRUNED.
- ROOTS SHALL BE CUT CLEANLY, AS FAR FROM THE TRUNK OF THE TREE AS POSSIBLE. ROOT PRUNING SHALL BE DONE TO A MINIMUM DEPTH OF 18" FROM EXISTING GRADE, OR TO THE DEPTH OF THE DISTURBANCE IF LESS THAN 18".
- ROOT PRUNING SHALL BE PERFORMED USING A DOSKO OR VERMEER ROOT CUTTING MACHINE OR EQUIVALENT. ALTERNATE EQUIPMENT OR TECHNIQUES MUST BE APPROVED BY THE ARBORIST CONSULTANT PRIOR TO ANY WORK.
- AIR SPACE Voids SHALL BE FILLED WITH PEA GRAVEL OR AS RECOMMENDED BY CERTIFIED ARBORIST.
- ROOT PRUNING SHALL BE COMPLETED, INSPECTED AND ACCEPTED PRIOR TO THE COMMENCEMENT OF ANY EXCAVATION OR OTHER IMPACTS TO THE CRITICAL ROOT ZONES OF TREES TO BE PROTECTED.
- TREE ROOTS SHALL NOT BE EXPOSED TO DRYING OUT. ROOT ENDS SHALL BE COVERED WITH NATIVE SOIL OR BURLAP AND KEPT MOIST UNTIL FINAL BACKFILL OR FINAL GRADES HAVE BEEN ESTABLISHED.
- WHEN DEEMED NECESSARY BY ARBORIST CONSULTANT, ARBORIST CONSULTANT MAY REQUIRE CONTRACTOR INSTALL A TEMPORARY IRRIGATION SYSTEM IN THE CRITICAL ROOT ZONES OF ROOT PRUNED TREES.
- PRIOR TO FIELD CHANGES TAKING PLACE, IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO REVIEW THE POTENTIAL TREE IMPACTS TO EXISTING TREES WITH ARBORIST CONSULTANT AND INCLUDE ANY AND ALL RECOMMENDED TREE PROTECTION MEASURES IN HIS PROPOSAL TO MODIFY THE PROPOSED DESIGN. THE CITY AND ENGINEER MUST APPROVE ANY CHANGES TO THE DESIGN PRIOR TO IMPLEMENTATION OF SAID CHANGE.

1 TREE PROTECTION / ROOT PRUNING NOTES
NOT TO SCALE

2 TREE PROTECTION FENCE BARRIERS DETAIL
NOT TO SCALE

NOTES:

- NO TRUCKS OR HEAVY EQUIPMENT ALLOWED WITHIN BARRIERS, ONLY HAND LABOR ALLOWED.
- NO CONSTRUCTION MATERIALS, SOIL DEPOSITS, OR SOLVENTS SHALL BE ALLOWED INSIDE BARRIERS.
- BARRIERS ARE TO BE IN PLACE PRIOR TO ANY CONSTRUCTION ACTIVITIES NEAR TREES.
- BARRIERS ARE TO REMAIN IN PLACE UNTIL ALL PAVING, CONSTRUCTION, AND HEAVY EQUIPMENT ARE REMOVED FROM THE AREA.
- FOR SINGULAR PALM TREES AND TREES FROM 1" TO 8" DBH.
- FOR LARGER TREES LARGER THAN 8" DBH AND TREE CLUSTERS THAT NEED BARRIERS.

3 EROSION CONTROL DEVICES
NOT TO SCALE

NOTES:

- EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED THROUGHOUT CONSTRUCTION TO PREVENT THE INFILTRATION OF PROJECT SITE SOILS INTO A PUBLIC DRAINAGE SYSTEM.
- FOR ADDITIONAL DETAIL, REFER TO F.D.O.T. INDEX #102 & #103 (2008)
- ACTUAL LOCATION OF EROSION CONTROL DEVICES TO BE DETERMINED BY CONTRACTOR WHEN CONSIDERING OVERALL WORK APPROACH.

4 TYPICAL ACCESSIBLE STALL DETAILS
NOT TO SCALE

NOTES:

- ALL STRIPING SHALL BE PAINTED PER FDOT SPECIFICATION SECTION 710.
- PROVIDE 2" GAP BETWEEN 6" STRIPES WHEN ADJACENT TO ONE ANOTHER.
- ALIGN LOADING ZONE WITH NEW TRAIL.

NOTES:

- CONTRACTOR SHALL FOLLOW THE BELOW SEQUENCE WHEN CONSTRUCTING TRAIL SEGMENTS DESIGNATED AS "CONCRETE TRAIL WITH TREE PROTECTION MEASURES" IN THE PLANS.
- SEE OTHER DETAILS FOR TREE PROTECTION AND ROOT PRUNING REQUIREMENTS.
- CLEARING AND GRUBBING WITHIN THESE SECTIONS SHALL BE DONE IN A MANNER THAT DOES NOT IMPACT TREE ROOTS. PERFORM CLEARING AND GRUBBING BY HAND OR OTHER APPROVED MEANS.
- EXCAVATE WITH CAUTION. UTILIZE AIR SPADING TO REMOVE SOIL AROUND EXISTING ROOTS TO A DEPTH OF 12" BELOW PROPOSED TRAIL ELEVATIONS. ENSURE ALL ROOTS WITHIN THIS ZONE ARE SUITABLY EXPOSED.
- ROOT EXPOSURE SHALL BE DONE WITHIN THE ENTIRE LIMITS OF HINGED JOINT SECTIONS.
- UTILIZE ARBORIST CONSULTANT TO INSPECT EXPOSED ROOTS AND IDENTIFY CRITICAL AND NON-CRITICAL ROOTS. CRITICAL ROOTS ARE DEFINED AS THOSE THAT CANNOT BE PRUNED WITHOUT DRASTICALLY IMPACTING THE HEALTH AND/OR LONGEVITY OF THE TREE. NON-CRITICAL ROOTS ARE DEFINED AS ROOTS THAT CAN BE PRUNED USING INDUSTRY-ACCEPTABLE PRUNING TECHNIQUES.
- IF NO CRITICAL ROOTS ARE PRESENT, PRUNE EXPOSED ROOTS AND CONSTRUCT TRAIL PER PLAN GRADES AND DETAILS.
- IF CRITICAL ROOTS ARE PRESENT, SURVEY LOCATION AND ELEVATION OF SAID ROOTS. PROVIDE ENGINEER THIS DATA ON CAD FILE.
- ALLOW UP TO SEVEN (7) CALENDAR DAYS FOR GRADING PLAN REVISIONS. REVISED GRADING PLAN WILL FACILITATE A 2-3" NO. 89 STONE LAYER ABOVE CRITICAL ROOTS.
- AS STATED IN PLAN DETAILS, ROOTS SHALL BE KEPT MOIST PRIOR TO FINAL BACKFILL.
- UTILIZE ARTICULATING SIDEWALK JOINT SYSTEM WHERE CALLED FOR ON THE REVISED GRADING PLAN. JOINT SYSTEM SHALL BE TRIPSTOP AS MANUFACTURED BY ACCESS PRODUCTS, INC. UTILIZE TRIPSTOP X PROFILE WITH JOINT MATCHING SIDEWALK THICKNESS (6"). COLOR SHALL BE GREY.

4 CONCRETE TRAIL WITH TREE PROTECTION MEASURES-SEQUENCING & DETAILS
NOT TO SCALE

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APPROVED:	W.G.R.

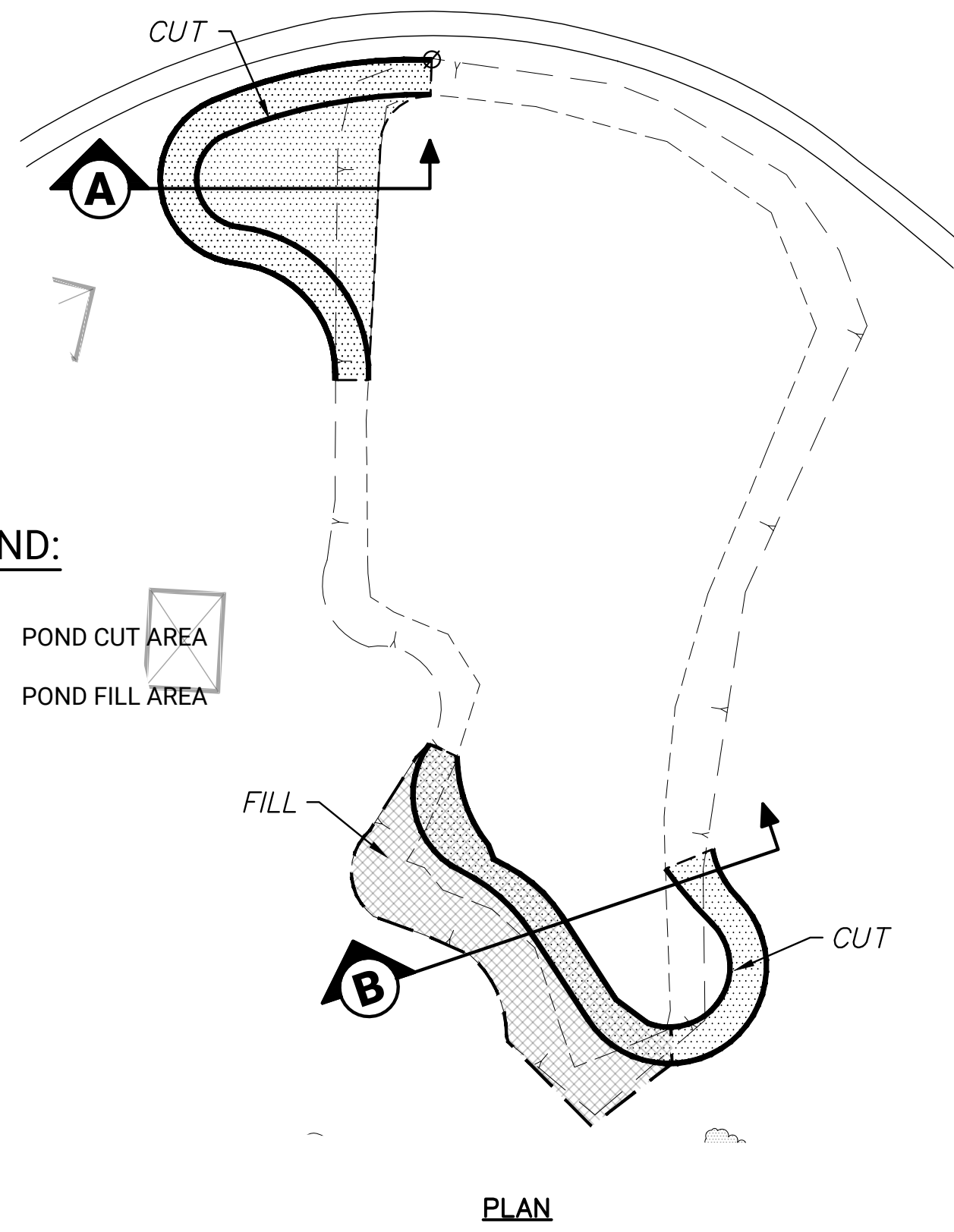
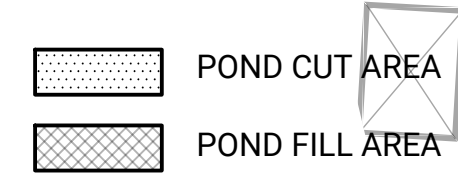
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CITY OF SEMINOLE
BLOSSOM LAKE PARK IMPROVEMENTS

GENERAL DETAILS

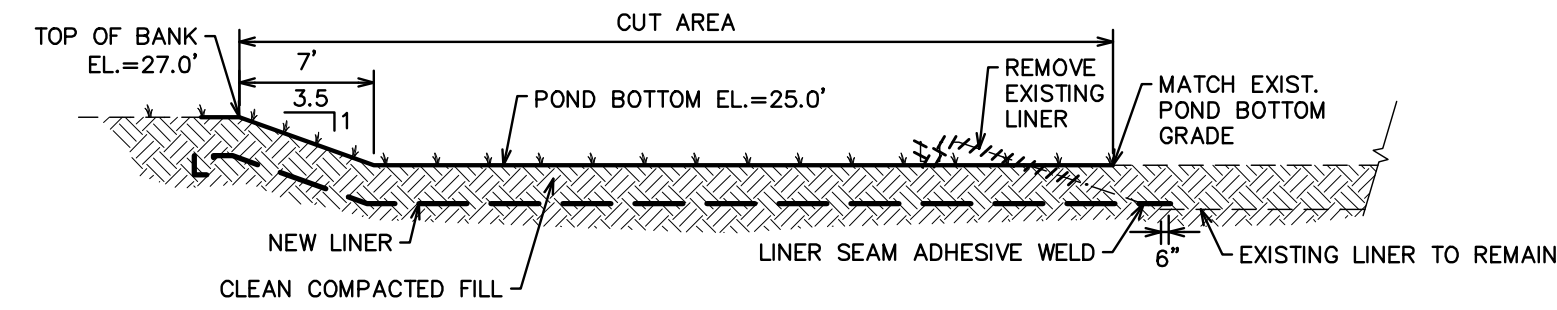
DATE:	12/14/2021
PROJECT NO.:	21.SEM-15
SHEET NO.:	C8

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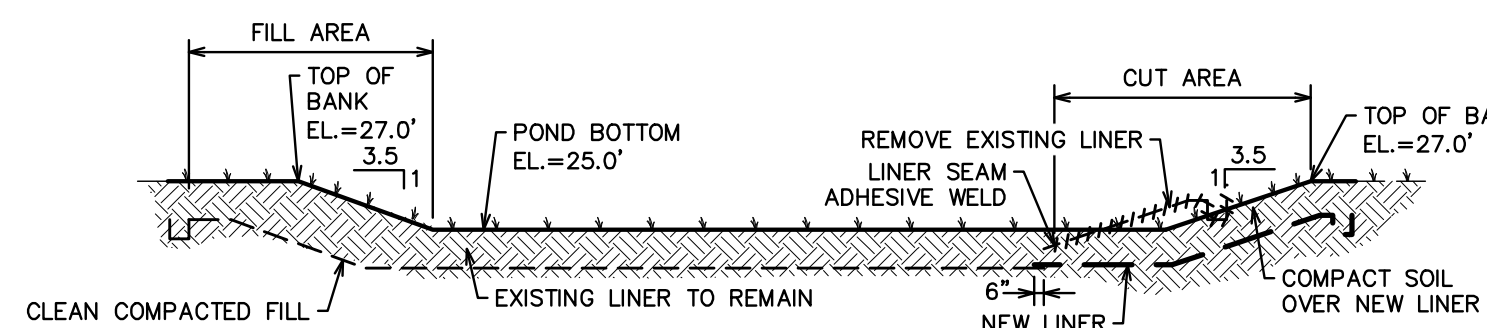


NOTE:

1. NEW LINER SHALL BE 30 MIL PVC
2. HYDROSEED ALL DISTURBED AREAS INCLUDING POND BOTTOM & SLOPES.
3. EXISTING LINER DEPTH 24" PER PERMIT DRAWING. MATCH EXISTING LINER DEPTH.
4. DEWATERING MAY BE NEEDED PRIOR TO AND DURING LINER INSTALLATION.

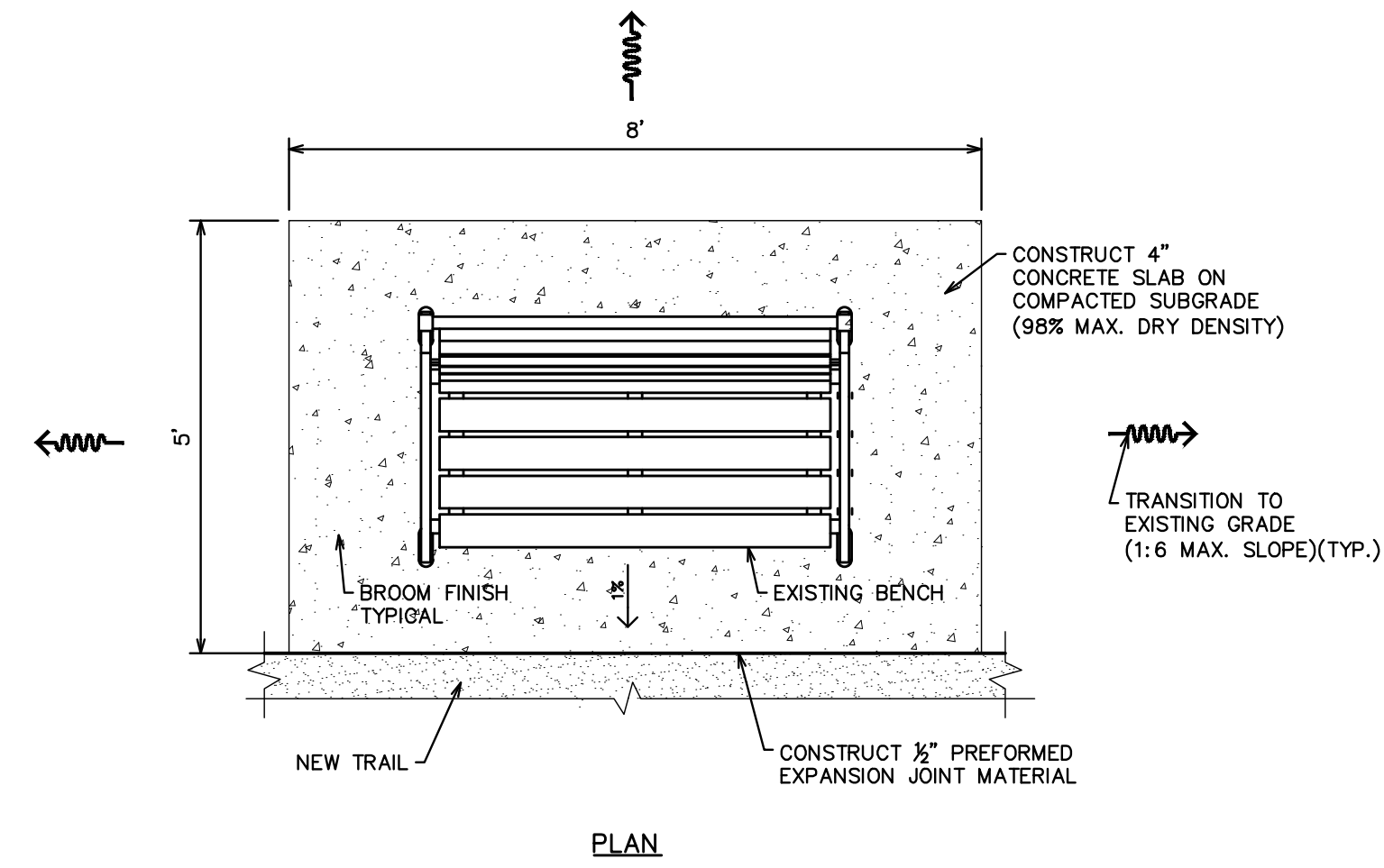


SECTION A-A



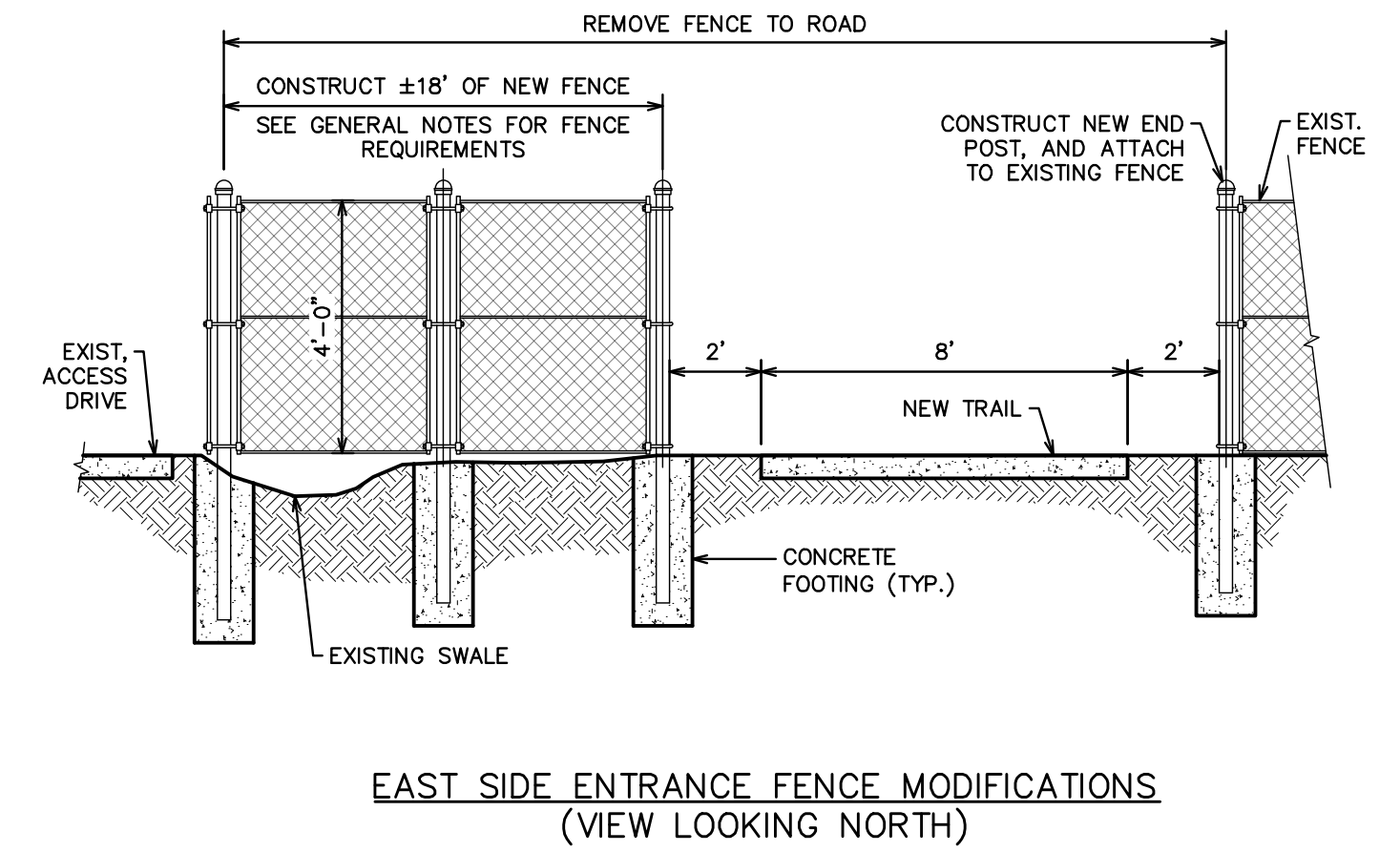
SECTION B-B

1 POND LINER DETAIL
NOT TO SCALE

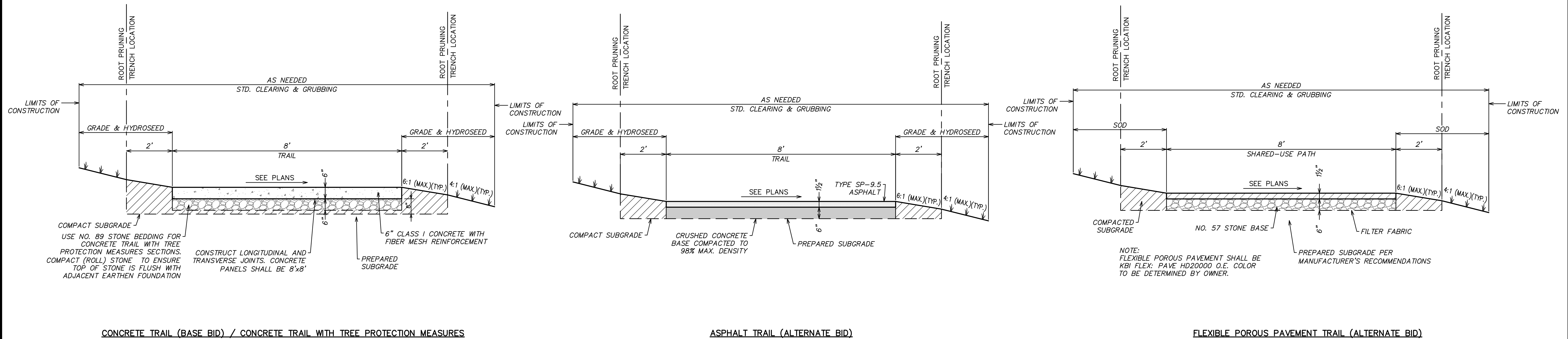


PLAN

2 PARK BENCH SLAB DETAIL
SCALE: 1"=2'



3 ENTRANCE FENCE MODIFICATIONS
NOT TO SCALE



4 TRAIL TYPICAL SECTIONS
NOT TO SCALE

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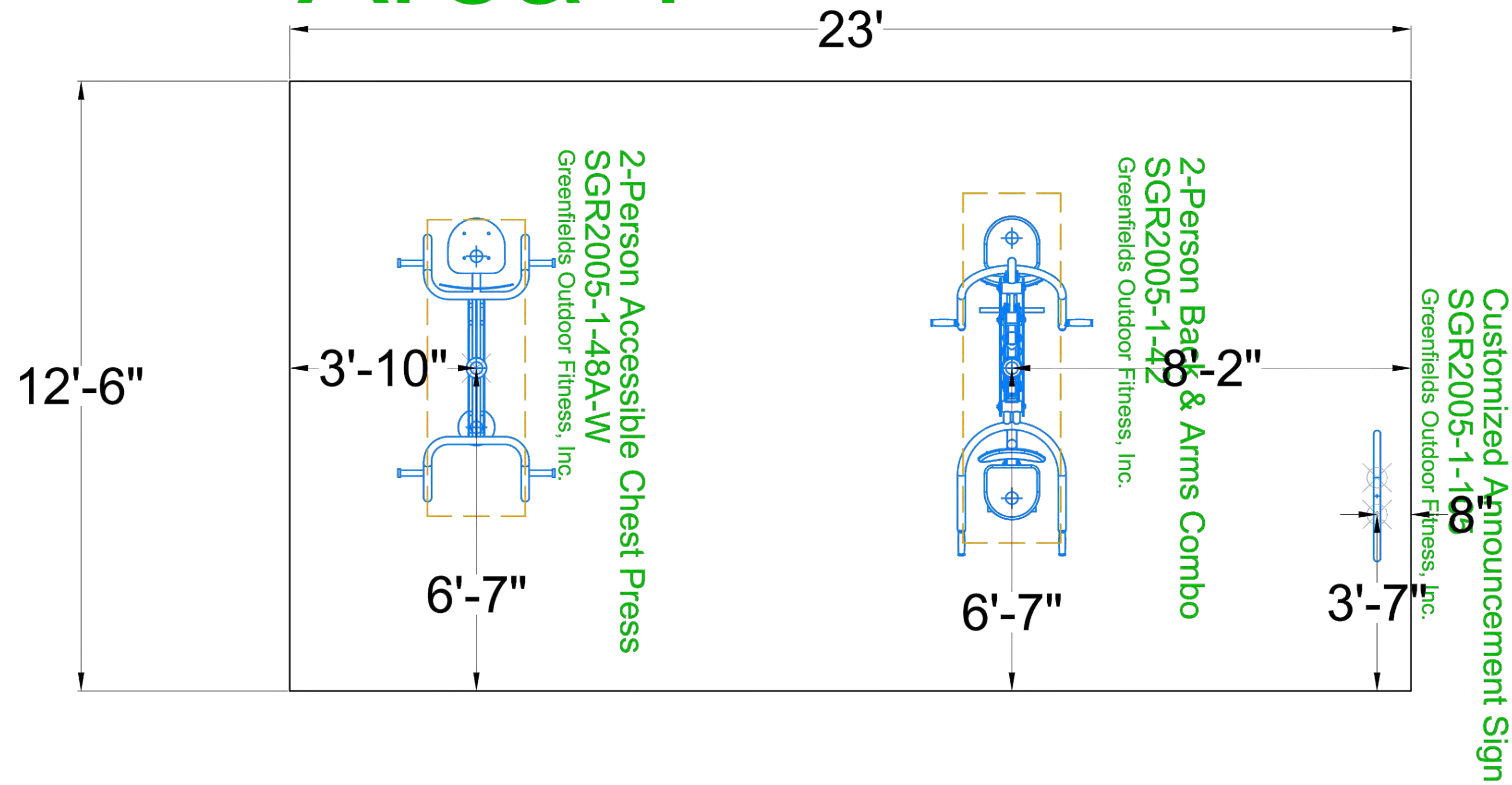
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CITY OF SEMINOLE
BLOSSOM LAKE PARK IMPROVEMENTS

GENERAL DETAILS

DATE:	12/14/2021
PROJECT NO:	21.SEM-15
SHEET NO:	C9

Area 1



Installation Instructions:
SGR2005-1-42
2-Person Back & Arms Combo

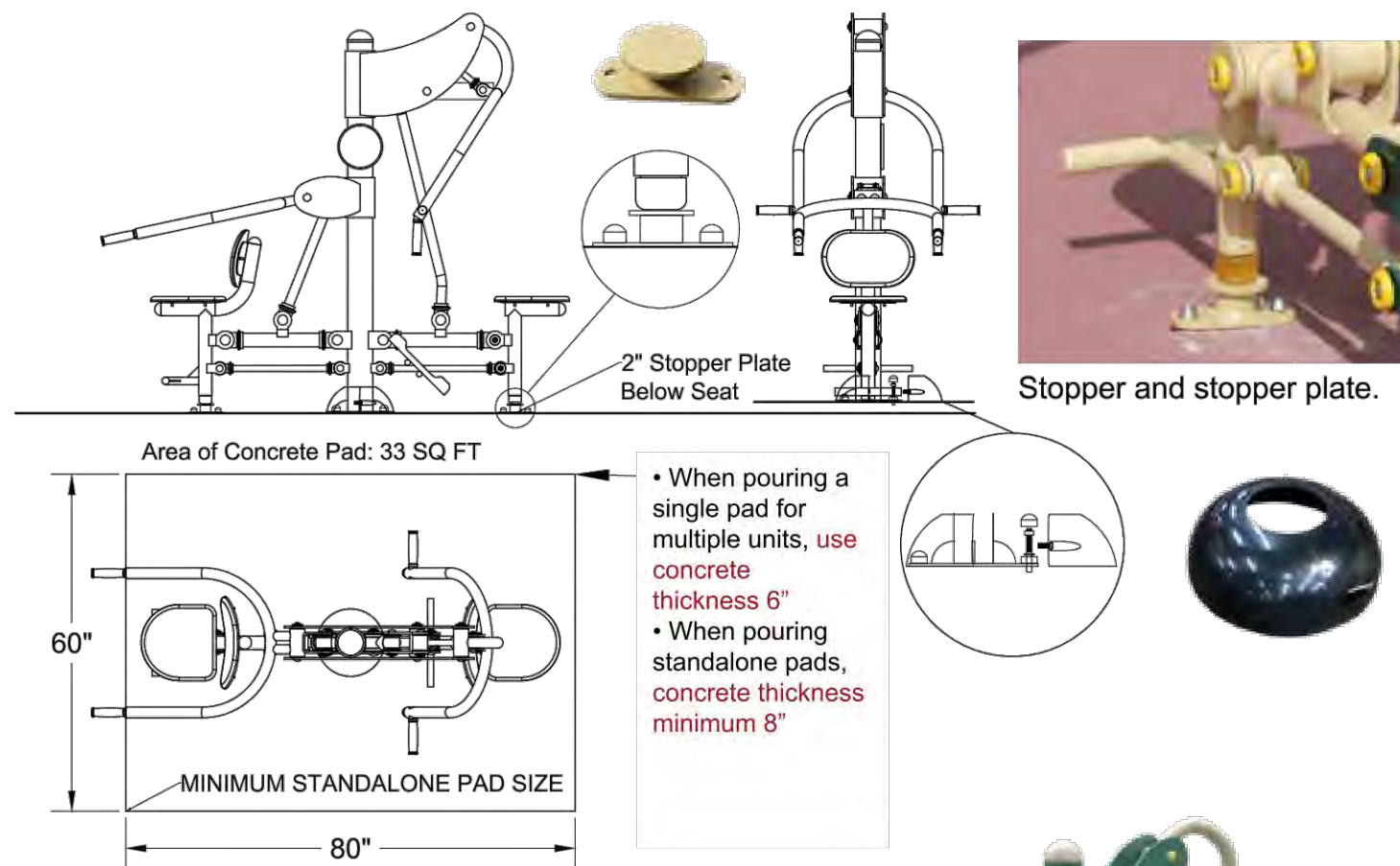


This unit ships in 1 separately wrapped component.

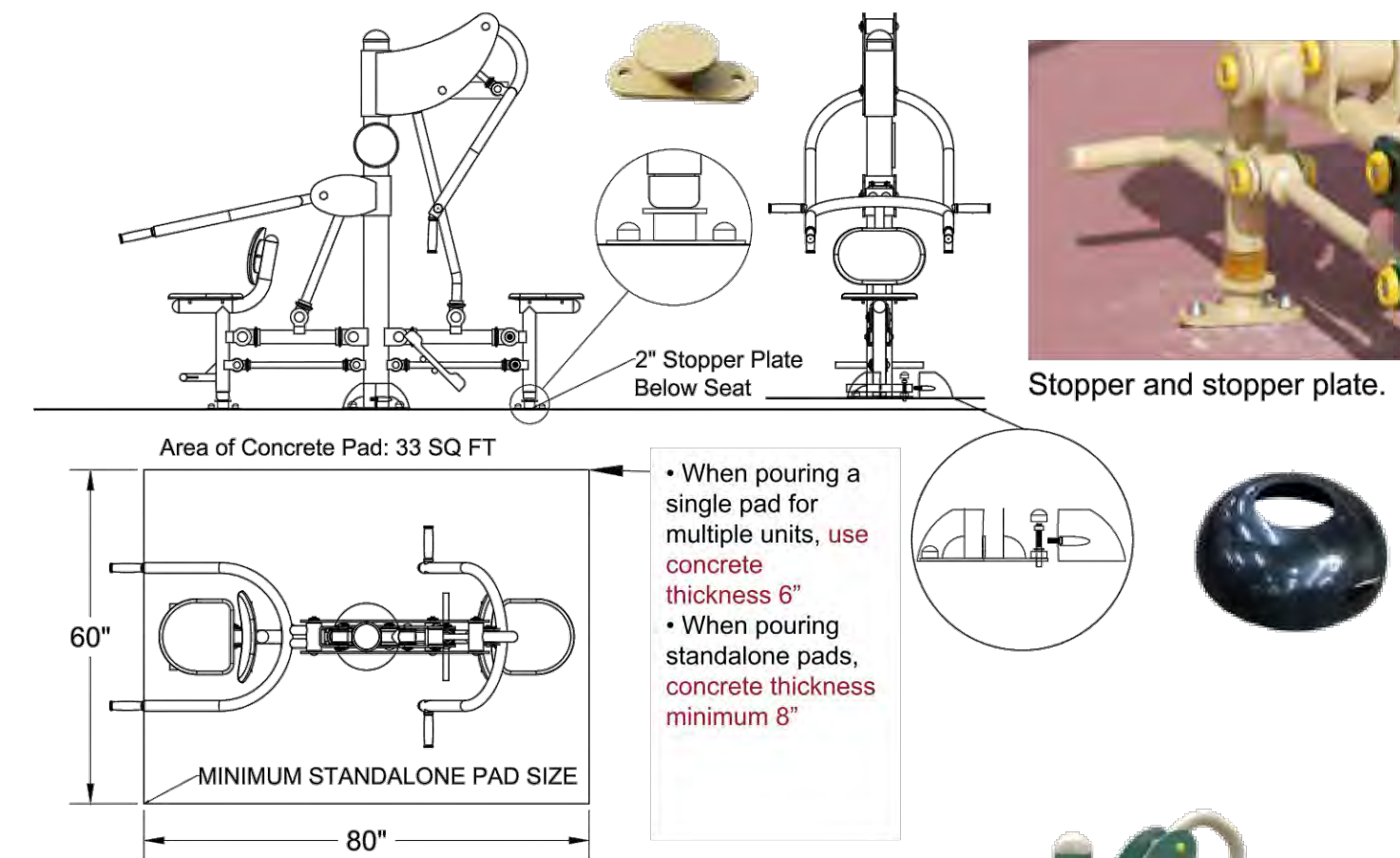
Installation Instructions:
SGR2005-1-42
2-Person Back & Arms Combo



This unit ships in 1 separately wrapped component.



During installation, please be sure to also refer to the general installation instructions for surface mount. Epoxy is **not** included in shipment and must be provided by installer.



During installation, please be sure to also refer to the general installation instructions for surface mount. Epoxy is **not** included in shipment and must be provided by installer.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice. Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are "one size fits most". © 2020 Greenfields Outdoor Fitness, Inc. LU20x20

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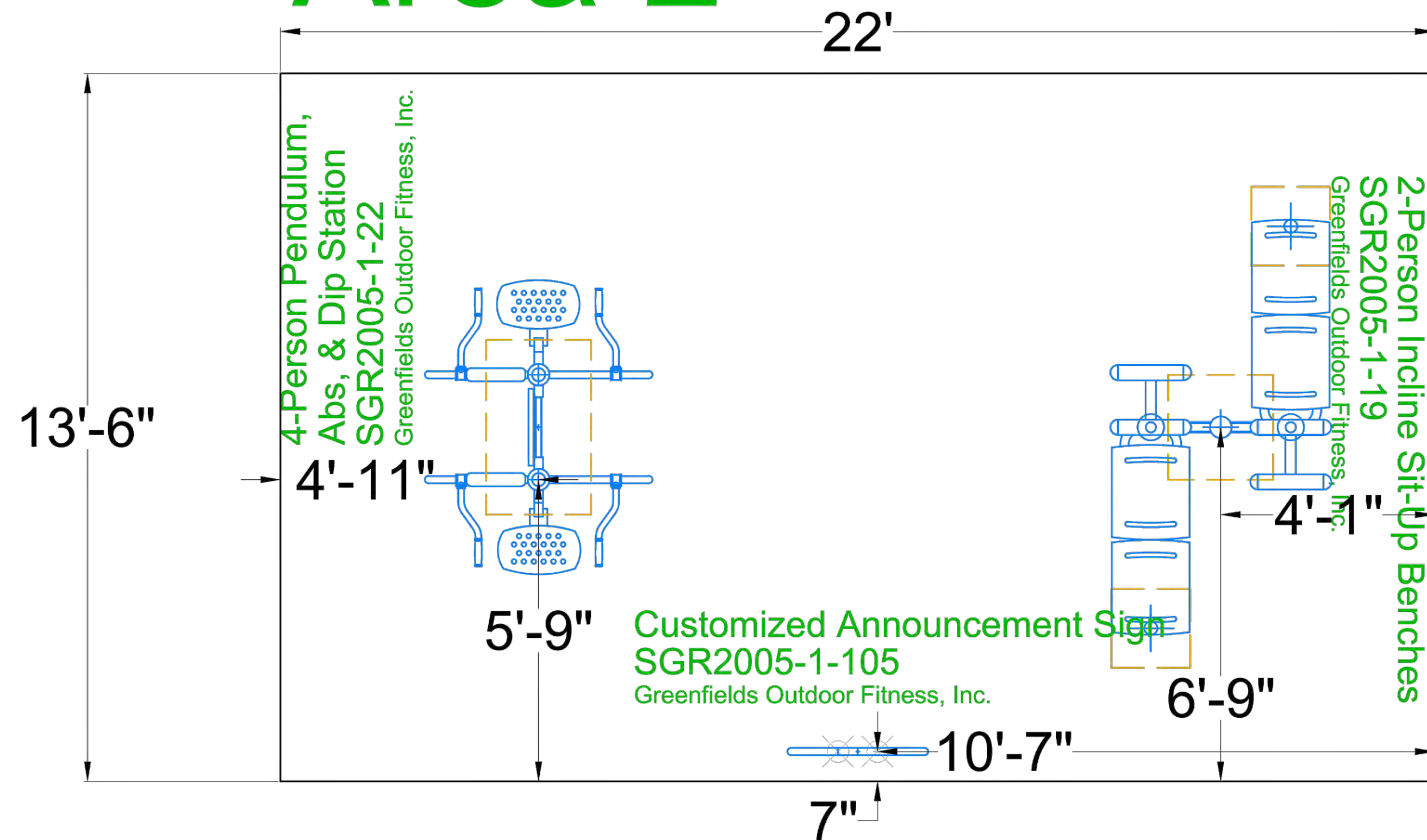
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CITY OF SEMINOLE
BLOSSOM LAKE PARK IMPROVEMENTS

EXERCISE PAD (AREA 1)
DIMENSIONS & INSTALLATION INSTRUCTIONS

DATE:	12/14/2021
PROJECT NO:	21.SEM-15
SHEET NO:	C10

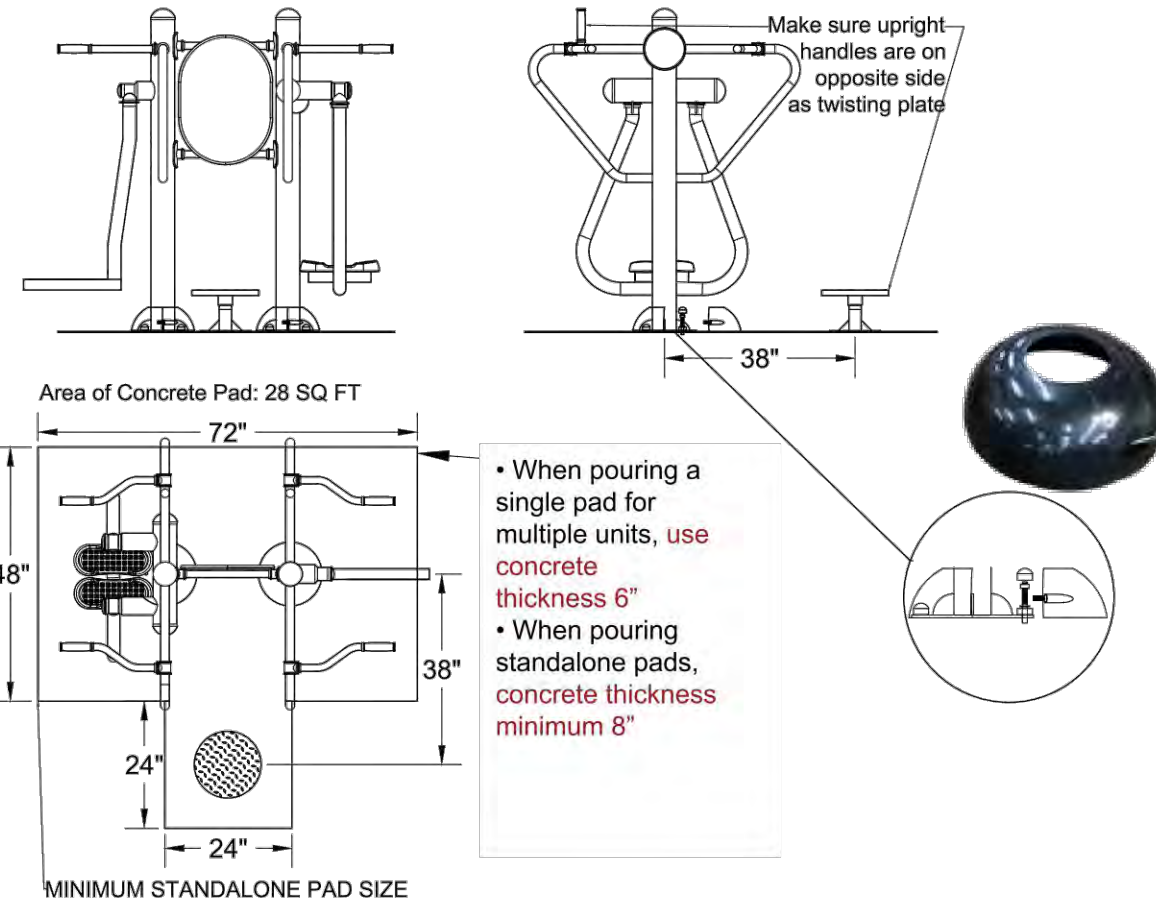
Area 2



Installation Instructions:

SGR2005-1-21
4-Person Lower Body Combo

This unit ships in 4 separately wrapped components.



Finished product

During installation, please be sure to also refer to the general installation instructions for surface mount. Epoxy is **not** included in shipment and must be provided by installer.

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Installation Instructions:

SGR2005-1-21
4-Person Lower Body Combo
Assembly Instructions

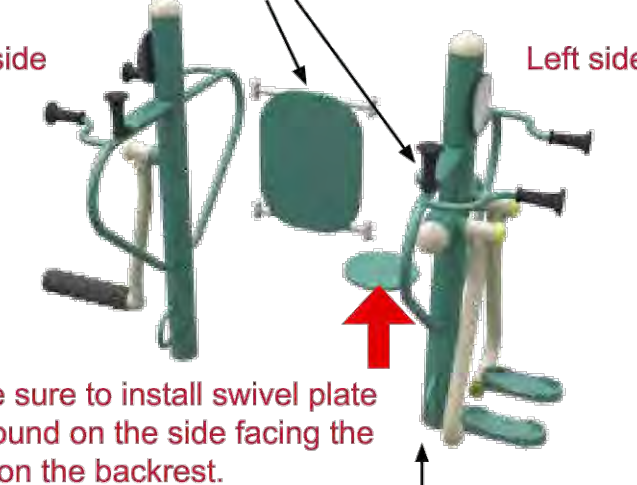
Parts List:

1. Torx security hand tool.
2. (8) M10 torx bolts—pre-installed on the unit.
3. Backrest assembly.
4. Left side of unit.
5. Right side of unit.
6. Swivel plate



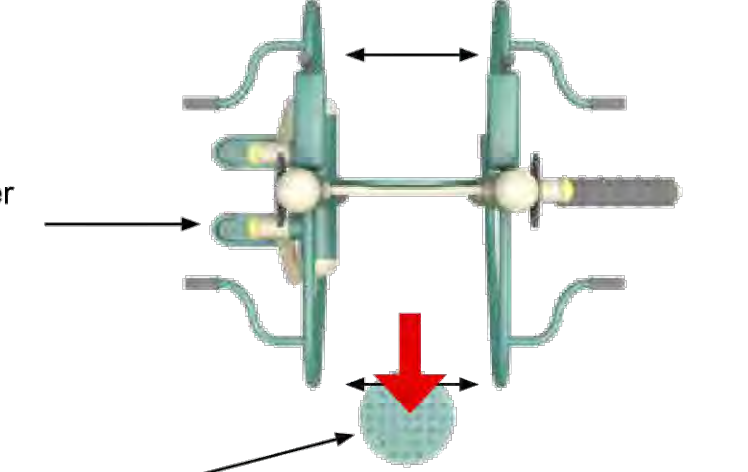
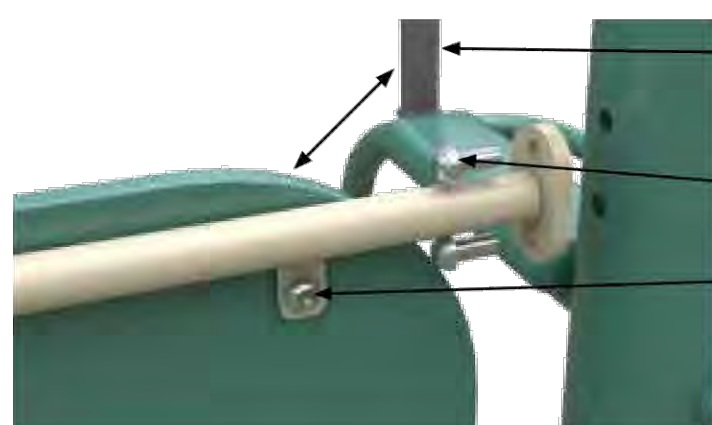
Backrest needs to be installed with the smooth plastic side facing the armrests.

Right side Left side



Make sure to install swivel plate in ground on the side facing the logo on the backrest.

1. Align pieces as shown in picture.
2. Ensure fiberglass back is toward handles and armrests. The Logo should face away from armrests.
3. Using Torx tool, loosely tighten torx bolts to attach back.
4. Make sure screw attaching backrest is not tight to allow for adjustment.
5. When all screws are installed, tighten all of them moderately.



7. Make sure to install swivel plate in ground on the side facing the logo on the backrest.

6. Ensure there is equal distance between outer loops, then tighten screws fully.

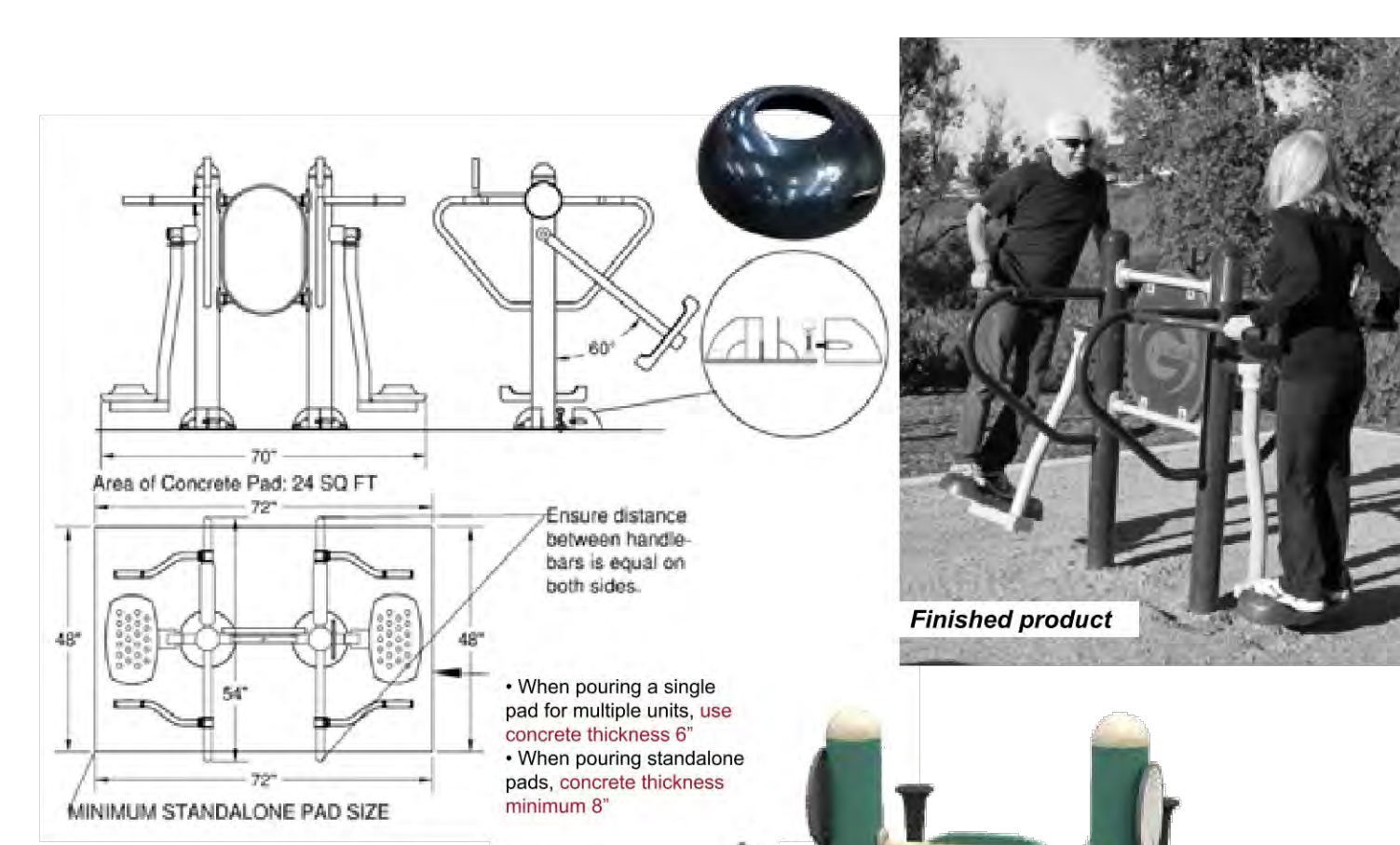
During installation, please be sure to also refer to the general installation instructions for surface mount. Epoxy is **not** included in shipment and must be provided by installer.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice. Greenfields units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are "one size fits most."

Installation Instructions:

SGR2005-1-22
4-Person Pendulum, Abs, & Dip Station

This unit ships in 3 separately wrapped components.



Finished product



During installation, please be sure to also refer to the general installation instructions for surface mount. Epoxy is **not** included in shipment and must be provided by installer.

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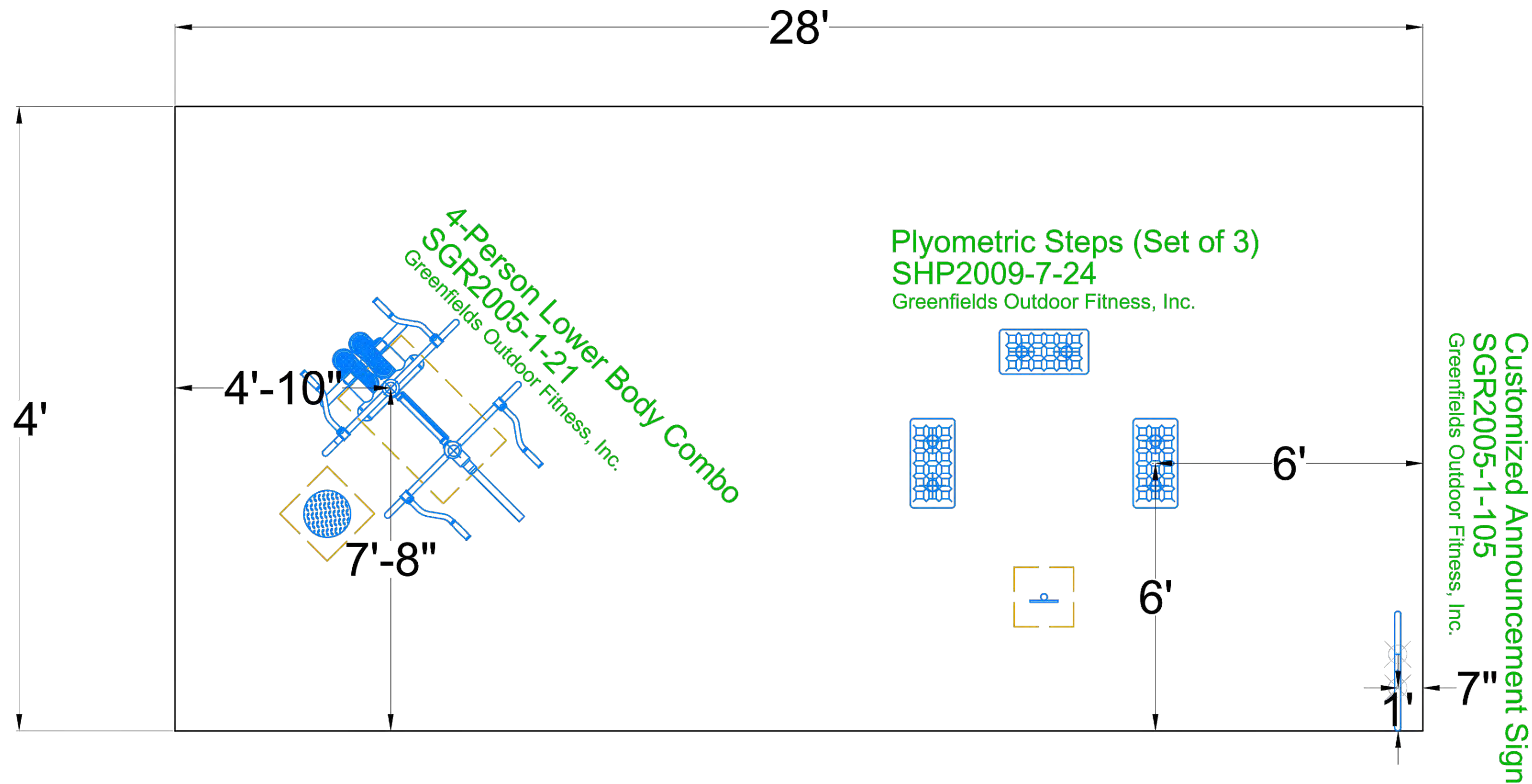
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CITY OF SEMINOLE
BLOSSOM LAKE PARK IMPROVEMENTS

EXERCISE PAD (AREA 2)
DIMENSIONS & INSTALLATION INSTRUCTIONS

DATE:	12/14/2021
PROJECT NO.:	21.SEM-15
SHEET NO.:	C11

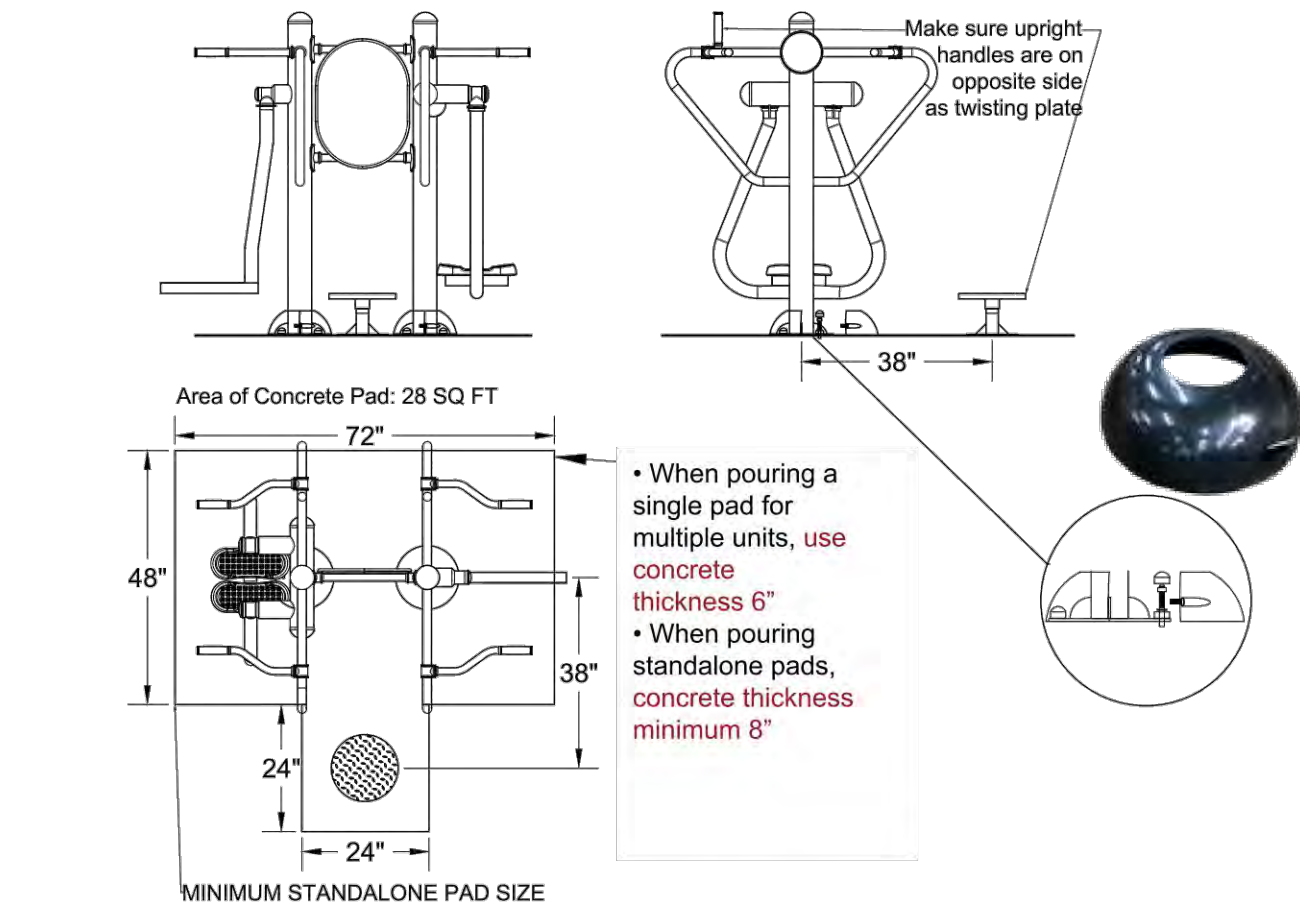
Area 3



Installation Instructions: SGR2005-1-21 4-Person Lower Body Combo



This unit ships in 4 separately wrapped components.



During installation, please be sure to also refer to the general installation instructions for surface mount. Epoxy is **not** included in shipment and must be provided by installer.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice. Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are "one size fits most." © 2020 Greenfields Outdoor Fitness, Inc. LU20x20

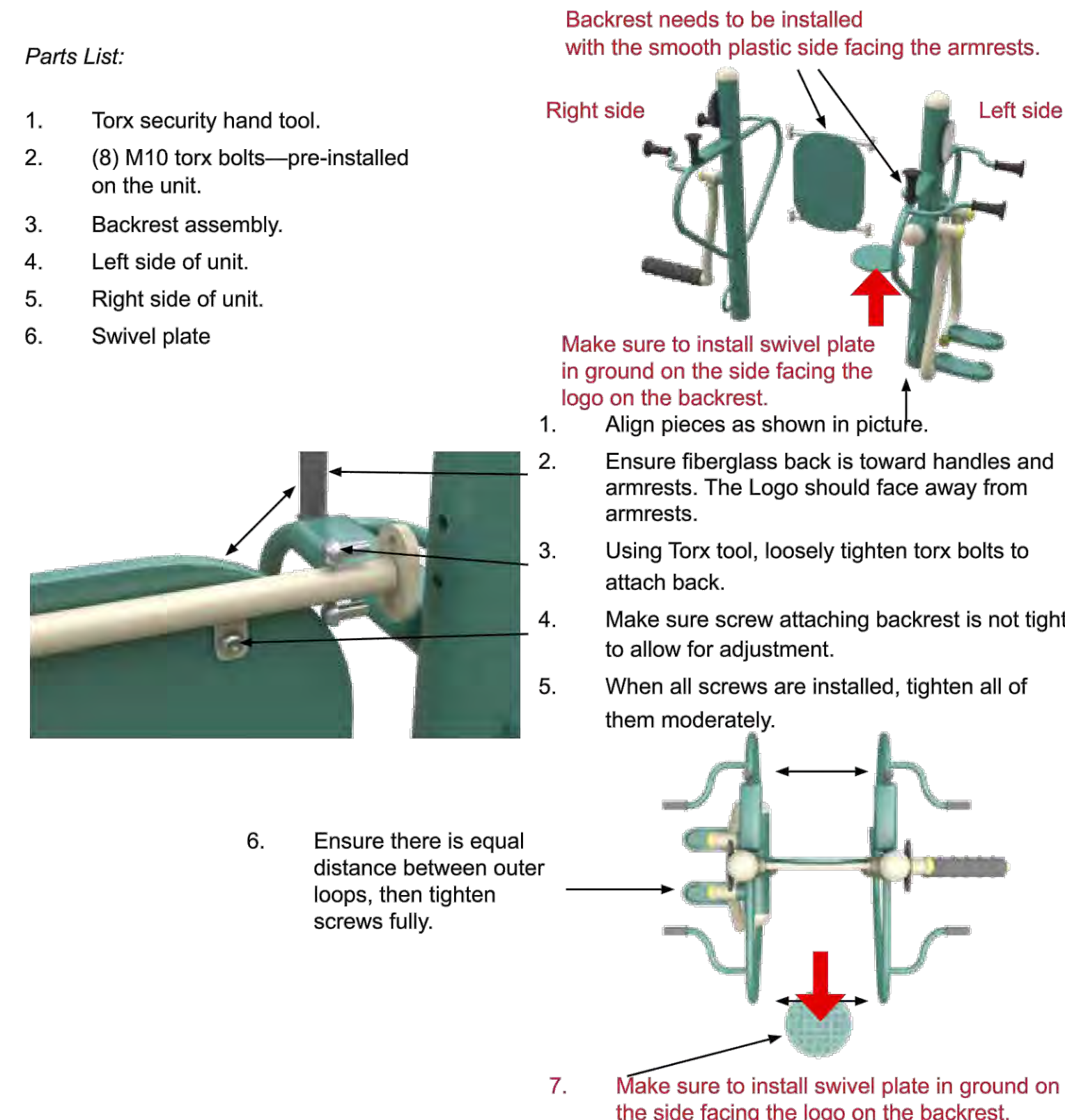
Installation Instructions: SGR2005-1-21 4-Person Lower Body Combo Assembly Instructions



This unit ships in 3 separately wrapped components.

Parts List:

1. Torx security hand tool.
2. (8) M10 torx bolts—pre-installed on the unit.
3. Backrest assembly.
4. Left side of unit.
5. Right side of unit.
6. Swivel plate



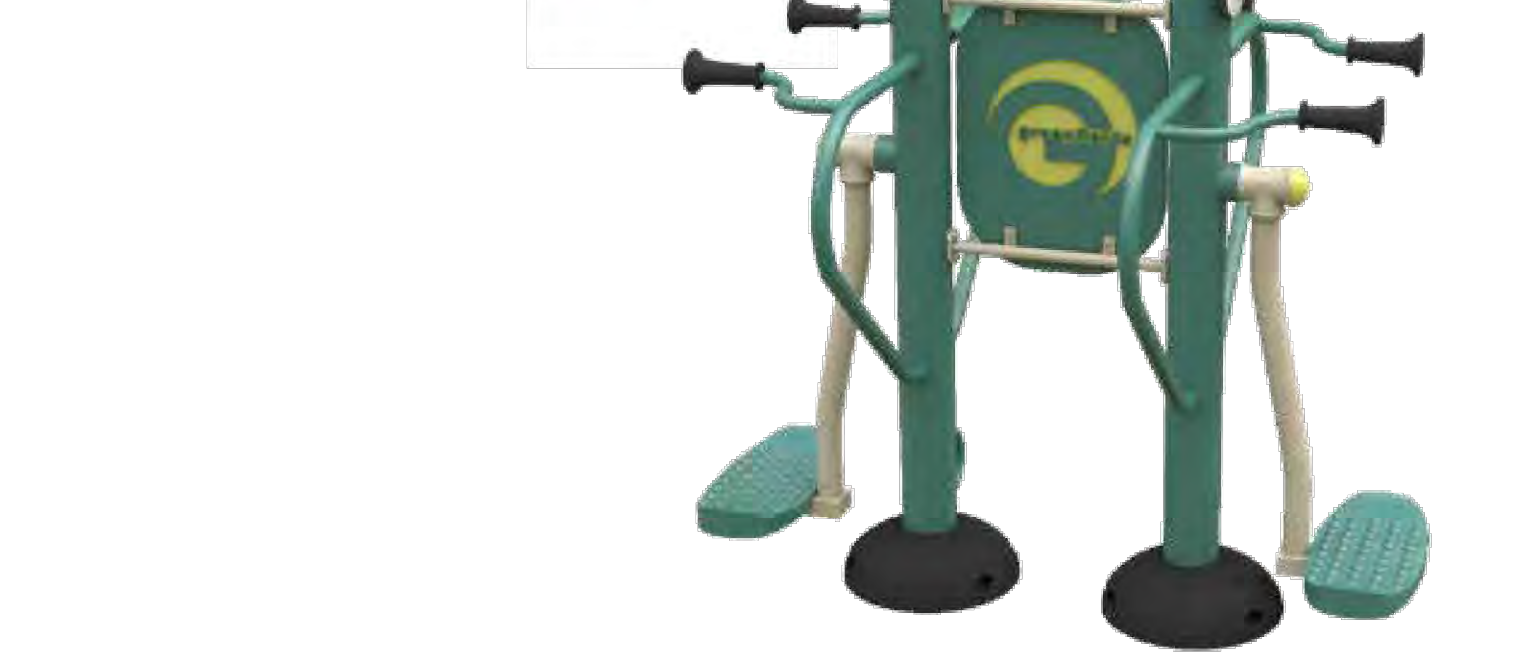
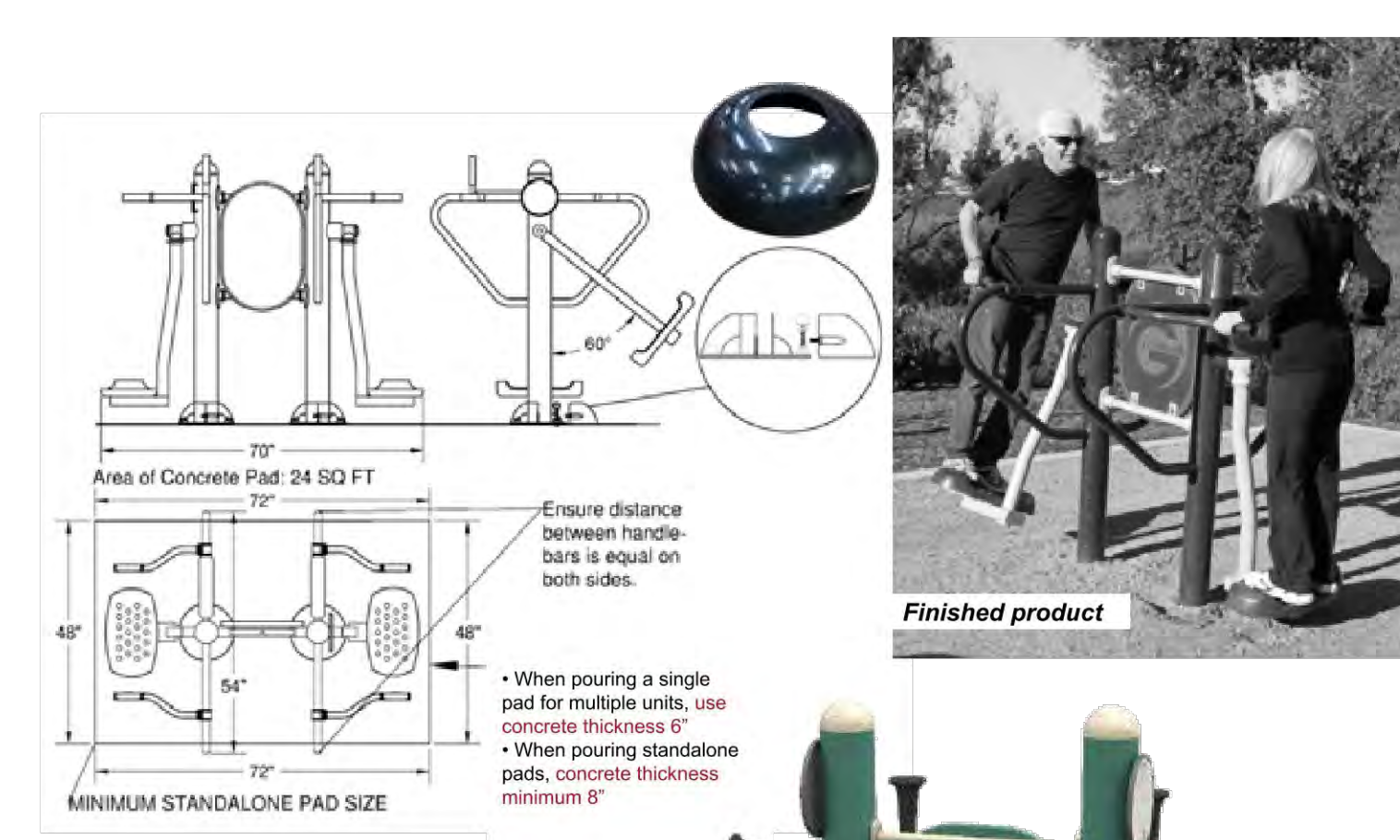
During installation, please be sure to also refer to the general installation instructions for surface mount. Epoxy is **not** included in shipment and must be provided by installer.

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Installation Instructions: SGR2005-1-22 4-Person Pendulum, Abs, & Dip Station



This unit ships in 3 separately wrapped components.



During installation, please be sure to also refer to the general installation instructions for surface mount. Epoxy is **not** included in shipment and must be provided by installer.

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NO.	REVISIONS	BY	DATE

SCALE:	AS SHOWN
DRAWN:	S.A.T.
DESIGNED:	J.V.K.
APPROVED:	W.G.R.

ADVANCED
ENGINEERING & DESIGN, INC.
CIVIL • MUNICIPAL • SITE DESIGN • PERMITTING • PLANNING
3931 68TH AVENUE NORTH • PINELLAS PARK, FL 33781 • Phone: 727.526.9158 • Fax: 727.527.9683

CITY OF SEMINOLE
BLOSSOM LAKE PARK IMPROVEMENTS

EXERCISE PAD (AREA 3)
DIMENSIONS & INSTALLATION INSTRUCTIONS

DATE:	12/14/2021
PROJECT NO:	21.SEM-15
SHEET NO:	C12

General Installation Instructions:
Surface Mount



The following information for contractors, maintenance personnel and supervisory staff will help ensure an accurate, safe and problem-free installation. **UNITS ARE HEAVY** (up to 450 lbs.) When unloading and handling, please exercise extra care to prevent injury or damage to the equipment. For installation, epoxy is **not** included in shipment and must be provided by installer.

Questions? Please call 888-315-9037 x105



Video Demo: <http://www.greenfieldsfitness.com/surface-mount-installation/>

Tools Needed: Concrete pad must be fully cured before anchoring begins.

1. Concrete drill
2. 1/2" carbide tipped drillbit
3. Angle grinder
4. Compressor with blow tip
5. Sledge hammer
6. 3/4" socket
7. Torque wrench

Parts Included:

Wedge Anchors - 4 1/2" x 1/2"

Black Plastic Covers

Black Plastic Caps

Metal Shims

Specifications:

- Concrete: 3250 PSI (minimum)
- Aggregate mix: 1:3 3/8" to 3/4"
- Concrete mix: 1:3:2.5 concrete, aggregate, and sand mix
- #3 rebar with 12" spacing
- When pouring a single pad for multiple units, use concrete thickness 6"
- When pouring standalone pads, concrete thickness minimum 8"
- Bolt Size: 1/2"
- Bolt Length: 4-1/2" (minimum)
- Hardware: Wedge Anchor Stainless Steel
- Minimum embed depth: 3-1/2"



1. Place unit on concrete pad and mark holes. Mark all holes. Make a mark on the unit and the ground to make sure unit lines up with holes.



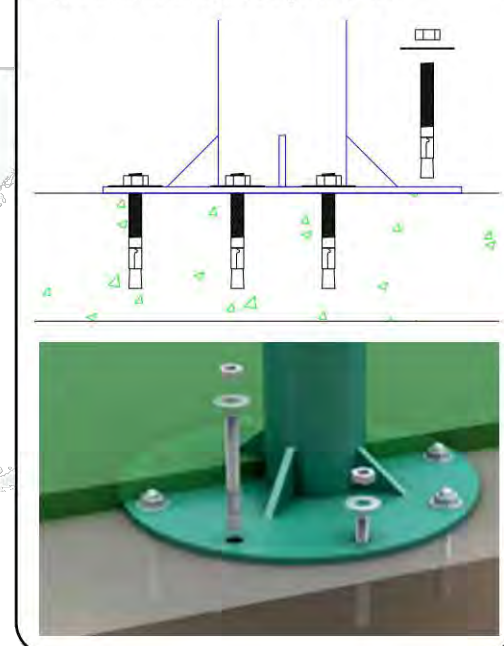
2. Drill all holes with concrete drill. Drill to a depth of 5-6" deep.



3. Using compressor or blower, blow out concrete dust from holes.



4. Fill holes with epoxy, making sure not to overfill. (Epoxy is **not** included in shipment and must be provided by installer).



In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice. LU21x03x24 © 2020 Greenfields Outdoor Fitness, Inc.

General Installation Instructions:
Surface Mount



The following information for contractors, maintenance personnel and supervisory staff will help ensure an accurate, safe and problem-free installation.

Questions? Please call 888-315-9037 x105

Basic Installation Guidelines (cont'd)



5. Place unit over holes and make sure it lines up with mark.
6. Thread nuts onto anchors just until they are flush with the top of the anchors.
7. Hammer anchors into holes.
8. Install shims to plumb posts.
9. Tighten anchors until snug, and wait 24 hours to tighten to 80-90ft/lbs.
10. Cut off extra bolt length, if any.
11. Follow unit-specific installation instructions for installation of base plate covers and black caps.

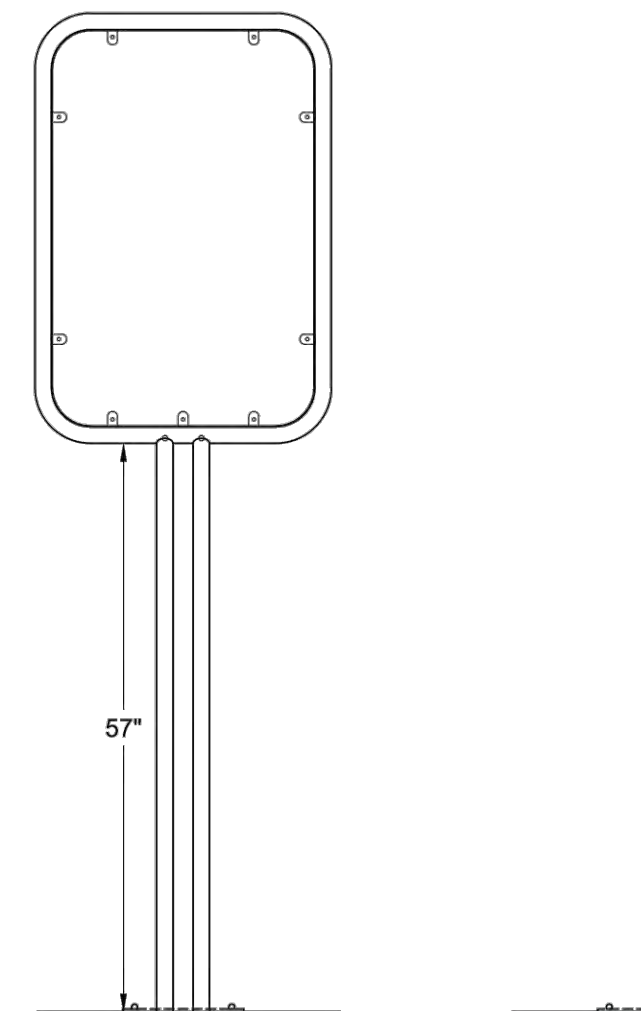


Installation Instructions:
SGR2005-1-105
Customized Announcement Board



This unit ships in 1 separately wrapped component.

Questions? Please call 888-315-9037 x105



During installation, please be sure to also refer to the general installation instructions for surface mount. Epoxy is not included in shipment and must be provided by installer.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice. Greenfields units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are not for use by children. © 2020 Greenfields Outdoor Fitness, Inc. LU20x05x20

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NO.	REVISIONS	BY	DATE

SCALE:	AS SHOWN
DRAWN:	S.A.T.
DESIGNED:	J.V.K.
APPROVED:	W.G.R.

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CITY OF SEMINOLE
BLOSSOM LAKE PARK IMPROVEMENTS

SIGN & GENERAL EXERCISE EQUIPMENT INSTALLATION INSTRUCTIONS

DATE:	12/14/2021
PROJECT NO:	21.SEM-15
SHEET NO:	C13

Exhibit B

Title(s) of Specifications

Section 01000	General
Section 01025	Measurement & Payment
Section 01045	Cutting and Patching
Section 01300	Submittals
Section 01385	Audio / Video Construction Records
Section 01400	Temporary Facilities
Section 01410	Testing Laboratory Services
Section 01500	Traffic Control
Section 01720	Project Record Documents
Section 02020	Earthwork
Section 02040	Concrete
Section 02110	Clearing and Grubbing
Section 02230	Base Courses
Section 02230	Air Spade Excavation
Section 02510	Paving
Section 02523	Concrete Sidewalks, Driveways, Curb and Gutters
Section 02770	PVC Geomembrane
Section 03000	RTP Federal Contract Clauses

BLOSSOM LAKE PARK IMPROVEMENTS

TECHNICAL SPECIFICATIONS

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Section 01000	General
Section 01025	Measurement & Payment
Section 01045	Cutting and Patching
Section 01300	Submittals
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Section 01400	Temporary Facilities
Section 01410	Testing Laboratory Services
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Section 01720	Project Record Documents
Section 02020	Earthwork
Section 02040	Concrete
Section 02110	Clearing and Grubbing
Section 02230	Base Courses
Section 02230	Air Spade Excavation
Section 02510	Paving
Section 02523	Concrete Sidewalks, Driveways, Curb and Gutters
Section 02770	PVC Geomembrane
Section 03000	RTP Federal Contract Clauses

**Section 01000
General****Part 1 General****1.01 Scope**

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

1.02 Shop Drawings

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

1.03 Operation or Use Requirement

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

1.04 Material Approval

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

1.05 Storage of Materials

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

CITY before any payment for same will be made.

1.06 Salvaged Equipment and Materials

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

1.07 Progress of Work

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

1.08 Preservation of Property

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

1.09 Clean Up

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

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

1.10 Traffic Control

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

1.11 Public Safety and Convenience

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

1.12 As-Built Data

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

1.13 Video of Projects

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

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

1.14 Schedules

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

1.15 Protection of Property

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

1.16 Codes

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

1.17 Guarantees, Operating And Maintenance Instructions

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

1.18 Protection Of Existing Water And Sanitary Sewer Services

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

1.19 Restoration

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

1.20 Unit Prices & Estimated Quantities

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

End of Section

Section 01025 Measurement & Payment

Part 1 General

1.01 Scope of Payment

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

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

1.02 Procedure for Measurement

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

1.03 Estimated Quantities

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

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

1.04 Incidental Work

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

1.05 Items Included but Not Specified

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

structures, salvaging of items as shown on the drawings, coordination with City staff and residents, the erection of previously removed fencing and gates, securing a Building Permit and other work incidental thereto and specified in these specifications and on the drawings.

1.06 Description of Pay Items

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

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

Mobilization (ITEM A-G-1)

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

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

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

Maintenance of Traffic (ITEM A-G-2)

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

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

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

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

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

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

Erosion & Sediment Control (ITEM A-G-3)

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

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

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

Construction Survey, Layout & Record Drawings (ITEM A-G-4)

Payment for construction survey, layout and record drawing preparation will be paid for on a lump sum basis. The price paid shall be payment in full for identifying existing elevations, identifying proposed elevations, layout of proposed features, coordination with the City and Engineer, duplicate survey and layout if revisions are proposed and all other incidentals necessary to complete this item. The preparation of record drawings shall also be a component of this pay item.

Measurement for payment shall be Lump Sum (LS) with partial payments based on the overall percent of the work completed by the Contractor.

Clearing and Grubbing (ITEM A-D-1)

Payment for Clearing and Grubbing shall include all equipment, labor and materials necessary to prepare the site for the proposed improvements. Work activities to be covered under this pay item shall include, but not be limited to clearing and grubbing, demolition where called for within the plans (asphalt parking stalls including perimeter curbing, concrete trail crossing, etc.), utilizing crushed concrete to backfill locations where concrete parking stalls were demolished, protection of existing features, adjusting surficial features, compaction, dewatering, testing and all other incidentals necessary to complete this item.

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

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

Tree Protection, Palms and Trees 1" to 8" DBH (ITEM A-D-2)**Tree Protection, Trees > 8" DBH (ITEM A-D-3)**

Payment for Tree Protection shall include furnishing, installing and removing tree protection around trees near construction activities where required and as indicated on the construction plans for the specific tree type and size (DBH), and removal upon completion. Tree Clusters larger than 8" at DBH that require protection shall be included in Item A-D-3.

Payment for tree protection shall be made on a per each (EA) basis for the type and size tree protected.

Tree Removal, Palm (ITEM A-D-4)**Tree Removal, Non-Palm 6" to 12" DBH (ITEM A-D-5)****Tree Removal, Non-Palm 13" to 24" DBH (ITEM A-D-6)**

Payment for Tree Removal shall include removing trees in conflict with construction activities as identified on the drawings, for the specific tree type and size (DBH). Measured DBH of clustered trees with same root ball shall be total of each trunk. Removal shall include 100% of the crown and trunk. The stump and root system shall be removed at least 2 ft. below grade. Holes created by removed stumps and root systems shall be filled with clean soil and compacted to match existing grade.

Payment shall be made per each (EA) tree removed based on type and size.

Root Pruning (ITEM A-D-7)

Payment for root pruning shall be made a lump sum (LS) basis. Payment shall include, but not be limited to, the following: coordination with certified arborist, performing root pruning in accordance with plan requirements, protection of roots until final backfill and all other incidentals required to successfully perform the work.

It shall be noted that this pay item is only applicable for locations where tree protection measures for the trail are not required.

Arborist Consultant (ITEM A-D-8)

Payment for Arborist Consultant shall be for an independent ISA Certified Arborist consultant to provide consultation and inspection when tree protection measures are required for the proposed trail. The Arborist Consultant shall be approved by City.

Payment for Arborist Consultant shall be per Hour (HR) based on time onsite, either when requested by City or Contractor. Maximum of 40 hours shall not be exceeded unless approved in writing by the City prior to exceeding the hour threshold.

Relocate Bench (ITEM A-D-9)**Relocate Grill (ITEM A-D-10)****Relocate Sign, Pet Station (ITEM A-D-11)**

Payment for relocating existing park facilities identified above and as shown on the construction drawings shall be for removing, moving, and, re-installing facilities including removal of unsuitable materials, placement of fill material, excavation, grading and leveling area, setting posts in concrete, 4" concrete slabs, dis- and re-assembling facilities, new brackets and fasteners as needed, anchors, touch up painting, filling holes and grading disturbed areas.

Measurement for payment shall be for Each (EA) of the types of existing park facilities relocated and accepted.

Remove Trail Pavement (ITEM A-D-12)

The above pay item shall include payment for removing and properly disposing of existing paved trail in accordance with the plans. Work shall include, but not be limited to, the following: trail and base removal and disposal to the depth called for on the plans, furnishing and installing clean fill where base and trail has been removed, protection of features proposed to remain, grading, as needed to achieve pre-demolition site elevations and all other incidentals necessary to complete this item.

Measurement for payment for this item shall be per Square Yard (SY) of field measured existing trail pavement removed and properly disposed.

Unsuitable Material, Remove & Replace (ITEM A-D-13)

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

It shall be noted that this pay item is only applicable for the removal of material which currently is onsite. Any unsuitable material imported by the Contractor shall be removed (and disposed

of) at no additional cost to the City. Written approval from the City/Engineer shall be provided prior to utilization of this pay item.

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

Concrete Slab, 6" (ITEM A-S-1)

Concrete Sidewalk, 4" (ITEM A-S-2)

Concrete Slab, 6" with Thickened Edges (ITEM A-S-3)

Payment for concrete slabs and sidewalks shall be made on a per Square Yard (SY) basis and shall include all material, equipment and labor to complete the work. Work shall include, but not be limited to, the following: dewatering, excavation, foundation preparation, placement of fill material, grading as needed to achieve plan-specified elevations and slopes, compaction, form work, reinforcement, screeding, floating, jointing, finishing, detectable warning surface installation, protection against adverse weather conditions, dirt access drive / parking restoration, equipment, labor, finishing, material testing and all other incidentals necessary to complete this item.

Fence Opening Modifications (ITEM A-S-4)

This pay item shall be payment for installing openings in existing entrance fences to accommodate new trails by removing old fence and installing new fence including removing posts, cutting mesh, rails, installing new end and line posts w/concrete embedment, mesh, rails, connecting to new end posts to existing fence; brackets and fasteners. Also includes removal and reinstallation of existing gate stop if in conflict.

Payment shall be made on a Lump Sum (LS) basis for all entrance fence modifications proposed within the plans.

Pond Modifications (ITEM A-S-5)

This Pay Item shall include payment for reshaping the existing pond including new liner material as shown on the construction plans or as otherwise required to achieve the plan specified grades. Work activities to be covered under this Pay Item shall include dewatering, excavation of pond expansion area, removal and disposal of existing liner in reshaped pond areas, coordination with City who will extend pipe and install new mitered end sections, furnishing and installing clean fill, compaction of filled soils, grading pond bottoms and slopes; installing new liner including attaching new liner to existing liner in accordance with manufacturer's recommendations, testing liner seams, covering new liner with soil to specified depths, burying ends of liner, finish grading; and all labor and all incidentals necessary to complete this pay item. Payment for shall be made on a Lump Sum (LS) basis.

Trail, Concrete (ITEM A-S-6)

Trail, Asphalt (ITEM B-S-6)

Trail, Flexible Porous Pavement (ITEM C-S-6)

The above pay item shall include payment for constructing a recreational trail in accordance with the requirement set forth within the plans. Work activities to be covered under this pay item shall include, but not be limited to, the following: dewatering, excavation, foundation preparation (varies per trail material), furnishing and installation clean fill where needed to achieve plan

elevations, removal and proper disposal of excess material where needed to achieve plan elevations, trail construction in accordance with plan and specification requirements, protection of completed work, furnishing and installing detectable warning surfaces, material testing and all other incidentals necessary to complete this item.

Measurement for payment for these Pay Items shall be at the Contract unit price per Square Yard (SY), based on field measurements, completed and accepted.

Trail, Concrete, Tree Protection Measures (ITEM A-S-7)

The above pay item shall include payment for constructing a concrete trail utilizing the tree protection measures outlined within the plans and specifications. Work activities to be covered under this pay item shall include, but not be limited to, the following: furnishing and installation clean fill where needed to achieve plan elevations, removal and proper disposal of excess material where needed to achieve plan elevations, delineation of trail limits where tree protection measures are to be utilized, dewatering, certified arborist coordination, exposing roots using air spading to the specified depth, protection of exposed roots prior to backfill, critical root determination, critical root mapping per plan requirements where required, layout revisions as provided by the Engineer, supplemental import and / or export of clean fill where needed to achieve revised elevations, foundation preparation per plan requirements, concrete trail construction per plan requirements, protection of completed work, material testing and all other incidentals necessary to complete this item.

Payment shall be made on a per Square Yard (SY) of concrete trail constructed utilizing tree protection measures.

Trail, Additional Rock Base (ITEM A-S-8)

The above pay item shall include payment for supplying additional rock base where the presence of a critical root requires adjustments to the plan-specified trail elevations. It shall be noted that payment will only be provided for rock base constructed in addition to the 6" thickness shown on the plans. The Contractor may not utilize this pay item without written approval from the City.

Payment shall be made on a per Cubic Yard (CY) of additional rock base furnished and installed for the concrete trail.

Trail, Hinged Shear Key (ITEM A-S-9)

The above pay item shall include payment for furnishing and installing hinged shear keys when required by the Engineer or City to mitigate for a critical root. The Contractor may not utilize this pay item without written approval from the City.

Payment shall be made on a per Each (EA) shear key installed along the entire width of the trail.

Transition Grading (ITEM A-S-10)

The above pay item shall include payment for performing transition grading as needed to suitably transition between proposed and existing elevations. Payment shall include, but not be limited to, the following: furnishing and installation clean fill where needed to achieve plan elevations, removal and proper disposal of excess material where needed to achieve plan

elevations, defining grading limits using slope criteria identified within the plans, excavation, dewatering, grading, compaction, material testing and all other incidentals necessary to complete this item.

Payment shall be made per Square Yard (SY) of grassed area graded to per plan requirements. Grading associated with other surfaces (trail, slabs, sidewalks, etc.) shall be paid for under the parent pay item.

Crosswalk & Parking Stall Striping (ITEM A-S-11)

Payment for this Pay Item includes all equipment, material and labor needed to stripe concrete surfaces for pedestrian or parking activities. Work shall include surface preparation, striping layout, painting of crosswalk and parking stall markings and symbols in accordance with plan requirements, painting of contrast lines, protection of work and other incidentals necessary to complete this item.

Payment shall be made on a Lump Sum (LS) basis for all striping improvements proposed within the plans.

Hydroseed (ITEM A-S-12)

Payment shall be in for furnishing and installing hydroseed, topsoil, all necessary subgrade preparation, grading, fertilizing, watering, mowing, maintenance, care, and replacement of defective hydroseed and surplus materials.

Measurement for payment will be field measured Square Yard (SY) of hydroseed installed on all disturbed work areas within the limits of construction as shown on drawings and/or directed in the field by the City. Payment for hydroseed will not be made for disturbed areas outside the limits of construction, including equipment and material storage areas. Restoration in these areas shall be at the Contractor's expense.

The Contractor shall protect and water newly seeded areas until turf is established. See FDOT Specification Section 570 for establishment definition. Protection may require the installation of temporary construction fencing until establishment.

Exercise Equipment Assembly & Installation, Area 1 (ITEM A-S-13)

Exercise Equipment Assembly & Installation, Area 2 (ITEM A-S-14)

Exercise Equipment Assembly & Installation, Area 3 (ITEM A-S-15)

Payment for this Pay Item includes all equipment, material and labor needed to assemble and install exercise equipment within the associated exercise area. Payment shall include, but not be limited to, the following: manufacturer coordination, furnishing and installing all materials required for installation, safe transport from the Recreation Dept. to the project site, assembly of equipment in accordance with manufacturer recommendations, exercise area layout, equipment installation, protection of equipment, finishing and any other incidentals necessary to complete this item.

Payment shall be made on a Lump Sum (LS) basis for each exercise area assembled.

Concrete Bumper Guard (ITEM A-S-16)

Payment for this Pay Item includes all equipment, material and labor needed to furnish and install concrete bumper guards in accordance with FDOT Standard Plan Index 520-001. Payment shall include, but not limited to, the following: furnishing concrete bumper guards, parking configuration layout, placing and pinning of concrete bumper guards and any other incidentals necessary to complete this item.

Payment shall be made on a per each (EA) basis for each concrete bumper guard furnished and installed.

End of Section

**Section 01045
Cutting And Patching**

Part 1 - General**1.01 Description Of Work**

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

1.02 Quality Assurance

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

1.03 Submittals

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

Part 2 - Products**2.01 Materials**

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

2.01 Fabrication

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

Part 3 - Execution

3.01 Conditions

A. Examination:

1. Examine existing conditions, including elements subject to movement or damage during cutting, excavating, backfilling, and patching.
2. After uncovering the Work, inspect conditions affecting installation of the new Work.

B. Discrepancies:

1. If uncovered conditions are not as anticipated, immediately notify the CITY and secure needed directions.
2. Do not proceed in areas of discrepancy until all such discrepancies have been fully resolved.

3.02 Preparation Prior To Cutting

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

3.03 Performance

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

End Of Section

**Section 01300
Submittals****1.01 Construction Schedule**

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

1.02 Progress Reports

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

1.03 Schedule Of Values

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

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

1.04 Schedule Of Payment

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

1.05 Survey Data

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

1.06 Shop Drawings And Engineering Data

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

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

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

1.07 Layout Data

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

End of Section

Section 01385
Audio/Video Construction Records

Part 1 - General**1.1 Description**

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

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

Part 2 - Products (Not Used)

Part 3 - Execution (Not Used)

End of Section

Section 01400 Temporary Facilities

Part 1 - General

1.01 Sanitary Facilities

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

1.02 Maintenance Of Traffic

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

1.03 Barricades And Lights

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

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

1.04 Protection Of Public And Private Property

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

1.05 Parking

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

1.06 Dust Control

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

1.07 Sweeping

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

1.08 Pollution Control

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

End of Section

Section 01410
Testing Laboratory Services

Part 1 General**1.01 Description**

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

A. Related Work

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

1.02 Quality Assurance

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

1.03 Product Handling

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

Part 2 Products**2.01 Payment For Testing**

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

2.02 Code Compliance Testing

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

2.03 CONTRACTOR's Convenience Testing

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

Part 3 Execution**3.01 Cooperation With Testing Laboratory**

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

3.02 Taking Specimens

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

3.03 Schedules For Testing

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

3.04 Results

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

End of Section

**Section 01500
Traffic Control****Part 1 General****1.01 Traffic Maintenance and Control**

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

1.02 Postal and Newspaper Deliveries

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

Part 2 Products (Not Used)**Part 3 Execution (Not Used)****End of Section**

Section 01720
Project Record Documents

Part 1 - General**1.01 Requirements Included**

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

1.02 Maintenance Of Documents And Samples

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

1.03 Marking Devices

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

1.04 Recording

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

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

1.05 Submittal

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

Part 2 - Products (Not Used)

Part 3 - Execution (Not Used)

End Of Section

**Section 02020
Earthwork****Part 1 General****1.01 General**

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

1.02 Excavation

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

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

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

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

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

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

1.03 Bedding Material

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

1.04 Drainage

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

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

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

1.05 Restoration of Surface Improvements

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

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

1.06 Fine Grading

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

1.07 Disposal of Materials

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

1.08 Pavement Placement

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

1.09 Removal and Disposal

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

1.10 Grading

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

1.11 Use and Maintenance of Public Streets

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

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

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

1.12 Dewatering

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

1.13 Backfill Compaction

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

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

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

1.14 Adjacent Facilities

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

1.15 Tree Protection

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

1.16 Gravel Ground Cover

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

1.17 Roadway Reconstruction

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION

**Section 02040
Concrete**

Part 1 General

1.01 Scope

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

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

1.02 Portland Cement Concrete

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

1.03 Reinforcing Steel

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

1.04 Placing of Concrete

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

1.05 Curing of Concrete

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

1.06 Restoration of Concrete Driveways, Sidewalks and Curbs

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

END OF SECTION

**Section 02110
Site Clearing and Grubbing**

Part 1 - General**1.1 Description****A. General:**

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

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

1.2 Quality Assurance

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

PART 2 - Products

NOT USED

PART 3 - Execution**3.1 Protection**

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

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

3.2 Improvements on Adjoining Property

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

3.3 Site Clearing - General

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

3.4 Topsoil Removal

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

3.5 Clearing and Grubbing

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

3.6 Disposal of Waste Materials

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

End of Section

**Section 02230
Base Course****Part 1 General****1.01 Description**

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

1.02 Quality Assurance

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

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

- B. Allowable Tolerances

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

1.03 Submittals

- A. Test Reports

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

1.04 Product Delivery, Storage, and Handling

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

1.05 Job Conditions

A. Environmental Requirements

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

Part 2 Products

2.01 Materials

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

Part 3 Execution

3.01 CONTRACTOR'S Verification

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

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

3.02 Preparation

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

3.03 Installation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.04 Field Quality Control

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

B. Defective Work

1. Thickness - Measurements of base course thickness will be made to the nearest ¼-inch. Depths may be ½-inch less than the thickness indicated on the Plans provided that the average of all measurements taken at regular intervals shall be equal to or greater than the specified thickness. In determining the average in place thickness, measurements which are more than ½-inch in excess of the thickness indicated on the Plans will be considered as the specified thickness plus ½-inch.

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

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

End of Section

Section 02411
Air Spade Excavation

PART 1 - GENERAL**1.01 DESCRIPTION**

- A. This work includes hand and/or pneumatic excavation (air spading) in accordance with the plans, specifications, and directions of the Engineer/Owner or Arborist. Air spading areas are defined on the plans, and include areas where trenching or other excavation is required within the drip line of existing trees.

- B. The purpose of air spading is to preserve the primary root structure of the trees, which is defined as preserving roots of 1-inch diameter and larger that do not conflict with proposed utilities or structures. Backfill of soil, granular materials, etc., around roots of 1-inch diameter and larger exposed by air spading may be required. Refer to Part 3 – Execution, below.

1.02 SUBMITTALS

- A. The Contractor shall submit in advance the proposed method of excavation for air spading areas.

1.03 QUALITY ASSURANCE

- A. Contractor shall notify the Engineer/Owner prior to air spading excavation and once air spading excavation is complete. Removal of tree roots 1-inch diameter and larger within air spading zones that are deemed critical by the Contractor's certified arborist shall be approved by the Engineer/Owner.

- B. All directives and recommendations by the certified arborist shall first be provided to the Engineer /Owner prior to implementation.

PART 2 – PRODUCTS - NOT USED**PART 3 – EXECUTION****3.01 METHODS**

- A. Prior to beginning work, the area to be trenched/excavated shall be thoroughly wetted, 24 hours in advance, to minimize dust to the greatest extent possible. Remove grass and other ground cover. The Contractor shall supply water.

- B. Trenching/Excavation shall be accomplished either by hand or with a pneumatic device. All hand excavation shall be completed carefully to not damage roots of 1-inch diameter and greater. Acceptable pneumatic equipment includes:
 - Air-Spade® CGP System – Manufacturer: Concept Engineering Group, Inc.
Verona, PA, or Approved Equal.

- C. The Contractor shall provide a compressor unit for operating the pneumatic excavator rated at one hundred fifty standard cubic feet per minute (150 scfm) at ninety pounds per square foot gauge (90 psfg). All pneumatic excavation shall be as minimal as possible in width and depth, thereby minimizing the impact on tree roots and other areas as noted on the plans. Different nozzles may be used on the air spade to expedite the work or minimize the amount of airborne material.
- D. Depth shall be directed by the Certified Arborist and/or contract plans. Depths greater than 18" shall require removal of soil by hand shovel, or other appropriate means. Where a pneumatic device is used, care shall be taken to avoid rocks being scattered and inadvertently damaging private or public property. In addition, operators must be equipped with adequate protective clothing and gear, in accordance with manufacturer's recommendations.
- E. All tree roots exposed by the pneumatic or hand excavation operation must be kept constantly moist with burlap covered with white plastic and checked a minimum of two (2) times a day, once in the morning and once in the afternoon, for a maximum of forty-eight (48) hours, until backfill is complete as directed by the Engineer/Owner's Representative. If directed, soaker hoses shall be installed to facilitate properly moist conditions.
- F. Necessary inspections of utilities, structures, and backfill shall be scheduled in advance to minimize the amount of time that roots and air spading areas are exposed.
- G. In cases where roots must be cut, the Contractor must receive approval from the Engineer/Owner or Arborist prior to cutting any roots larger than one inch (1") in diameter or any roots deemed critical. Roots must be cut cleanly with pruning shears, loppers, or pruning saws. All root cuts must be approved by the Engineer prior to backfilling.
- H. Voids surrounding roots created by air spading excavation shall be filled with 89 stone or as directed by Arborist.

END OF SECTION

**Section 02510
Paving****Part 1 General****1.01 Description****A. Scope**

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

This Section is only applicable for asphalt trail construction.

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

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

End of Section

Section 02523
Concrete Sidewalks, Driveways, Curbs and Gutters

Part 1 General

1.01 Description

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

1.02 Quality Assurance

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

ASTM - American Society of Testing and Materials

AASHTO - American Association of State Highway and Transportation Officials

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

FAC - Florida Accessibility Code

ADAAG - Americans with Disabilities Act Accessibility Guidelines

UFAS - Uniform Federal Accessibility Standards

1.03 Submittals

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

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

B. Test Reports

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

1.04 Job Conditions

A. Environmental Requirements

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

B. Protection

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

Part 2 Products

2.01 Materials

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

Part 3 Execution

3.01 CONTRACTOR'S Verification

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

Correct all defects and deficiencies before proceeding with the Work.

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

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

3.02 Preparation

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

The forms shall be the full depth of the concrete.

3.03 Installation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Transverse expansion joints, ½-inch thick, shall be placed through the sidewalk at uniform intervals of not more than 50 feet and elsewhere as shown on the Plans, or as directed by the CITY.

Expansion joints, ½-inch thick, shall be so placed between the sidewalk and back of abutting parallel curb, buildings or other rigid structures, concrete driveways and driveway approaches. When directed by the CITY, the expansion joint between sidewalks and buildings shall be placed 1-foot from the property line and parallel to it.

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

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

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

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

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

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

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

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

H. Protection

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

3.04 Field Quality Control

- A. Concrete Delivery Ticket - A ticket system shall be used for recording the transportation of concrete from the batching plant to point of delivery. This ticket shall be issued to the truck operator at the point of loading and given to the CITY upon delivery.
- B. Concrete Delivery Rejection - Concrete not permitted for inclusion in the Work by the CITY shall be removed from the site. Rejection of concrete will be determined through Field Quality Control and elapsed time from mixer charging to delivery.

C. Concrete Testing at Placement - Tests shall be made of each batch of concrete delivered, each 50 cubic yards, or whenever consistency appears to vary. The sampling and testing of slump, air content and strength will be performed at no additional cost to the CITY.

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

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

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

3. Air Content - Determine air content of normal weight concrete in accordance with Method of Test for Air Content of Freshly Mixed Concrete by the Pressure Method, ASTM C23 1, or by the volumetric method, ASTM C 173, for each strength test.
4. Compressive Strength - Make two (2) strength tests of three (3) samples each for each 50 cubic yards, or fraction thereof, of each mix design of concrete placed in any one (1) day.
 - a. Handling Samples - Mold and cure three (3) specimens from each sample in accordance with Method of Making and Curing Concrete Test Specimens in the Field, ASTM C31. Any deviations from the requirements of this Standard shall be recorded in the test report.
 - b. Testing - Test specimens in accordance with Method of Test for Compressive Strength of Cylindrical Concrete Specimens, ASTM C39. One (1) specimen shall be tested at seven (7) days for information and two (2) shall be tested at 28 days for acceptance. The acceptance test results shall be the average of the strengths of the two (2) specimens tested at 28 days. If one (1) specimen in a test manifests evidence of improper sampling, molding or testing, it shall be discarded and the strength of the remaining cylinder shall be considered the test result. Should both specimens in a test show any of the above defects, the entire test shall be discarded.
 - c. Acceptance of Concrete - The strength level of the concrete will be considered satisfactory so long as the averages of all sets of three consecutive strength test results equal or exceed the specified 28-day strength and no individual strength test result falls below the specified 28-day strength by more than 500 psi.

If the strength test is not acceptable, further testing shall be performed to qualify the concrete.

- d. Concrete Temperature - Determine the temperature of concrete sample for each strength test.

End of Section

**Section 02770
PVC Geomembrane**

PART 1 - GENERAL

The Contractor shall furnish all labor, materials, equipment, tools and appurtenances required to complete the installation of all geomembranes, complete with appurtenances, as shown, specified or required by the Drawings.

1.01 References

American Society for Testing and Materials (ASTM):

1. D618 Conditioning
2. D751 Hydrostatic Burst Test, Section 33, Procedure A
3. D792 Specific Gravity
4. D882 Tensile Properties
5. D1004 Standard Test Method for Initial Tear Resistance of Plastic Film and Sheeting
6. D1203 Volatile Loss
7. D1204 Dimensional Stability
8. D1239 Water Extraction
9. D1790 Low Temperature Impact
10. D4354-99 Standard Practice for Sampling of Geosynthetics for Testing
11. D4873-01 Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples
12. D5199-01 Standard Test Method for Measuring the Nominal Thickness of Geosynthetics
13. D5321-92 (1997) Standard Test Method for Determining the Coefficient of Soil and Geosynthetic or Geosynthetic and Geosynthetic Friction by the Direct Shear Method
14. D6214 Chemical Seam Evaluation
15. D6243-98 Standard Test Method for Determining the Internal and Interface Shear Resistance of Geosynthetic Clay Liner by the Direct Shear Method
16. D7176 Standard Specification for Non-Reinforced Polyvinyl Chloride (PVC) Geomembranes Used in Buried Applications
17. D7177 Standard Specification for Air Channel Evaluation of Polyvinyl Chloride (PVC) Dual Track Seamed Geomembranes
18. D7408 Standard Specification for Non Reinforced PVC (Polyvinyl Chloride) Geomembrane Seams
19. *D7865 Standard Guide for Identification, Packaging, Handling, Storage and Deployment of Fabricated Geomembrane Panels*

The most current version of the specified test method shall be followed by the Manufacturer, Geosynthetic Contractor or authorized testing laboratory.

1.02 Definitions

- A. Engineer – Engineer hired by Owner, inspector designated by Engineer or Owner.
- B. Minimum Value – Property value representing the lowest individual allowable value obtained when tested according to the specified test method. This applies to individual readings, such as thickness; or where only one specimen is tested for the specified parameter.
- C. Minimum Average Value – Property value representing the lowest allowable value for

- the average of results for the specimens tested.
- D. Nominal Value – Property value that is representative of a measurable property, determined under a set of prescribed test conditions, by which a product may be described.
 - E. Lot - For the purposes of this project, a “Lot” will be defined as a single run of geosynthetic material from the same production facility, where the tooling and raw materials of production have not changed during manufacturing.
 - F. Roll - A quantity geomembrane rolled up to form a single package as supplied from the manufacturer
 - G. Sheet - A part of the manufacture’s geomembrane material cut from the roll.
 - H. Panel - A series of geomembrane sheets fabricated together to make a larger unit, as supplied by a fabricator usually folded onto a pallet or folded then rolled on a core.
 - I. Manufacturer - A company that takes raw materials and calendars or extrudes them into geomembrane rolls
 - J. Fabricator - a company that converts geomembrane rolls into panels
 - K. Geosynthetic Contractor – a company that installs PVC geomembrane panels in field applications.

1.03 Submittals

The Geosynthetic Contractor shall submit to the Engineer all items included in this Article.

Submittals shall be provided as follows:

- A. A project reference list documenting the experience of the Geosynthetic Contractor on a minimum of 5 projects of installed geomembranes.
- B. A schedule of operations, including means and methods of installation.
- C. The name of the fabricator of the geomembrane panels to be used for the project and the proposed method of joining adjacent geomembrane panels.
- D. Shop drawings, including proposed panel diagram and details of proposed work, pipe boots, and details of sealing around all necessary geomembrane penetrations. The panel diagram must depict and/or note the planned number and orientation of panels, the panel sizes, seam orientation, placement of seams in corners, treatment of tee seams and the Geosynthetic Contractor’s preferred sequence of panel placement. The PVC panels shall be orientated in a manner that minimizes seams. The Engineer, prior to geomembrane installation must approve the panel diagram. The Engineer must approve proposed revisions to the panel diagram
- E. Certified test properties are tested based on a quantity of material produced. Certified properties are tested once per lot, or once every 40,000 lbs of material (18,000 kg) , whichever is more frequent. The certification properties include thickness, tensile break strength, elongation at break, modulus at 100% strain, tear resistance, dimensional stability, and low temperature impact. Thickness is to be tested once per roll unless automatic thickness measuring equipment is installed on the production equipment. Certified test reports (Mill Certificates) for the tested properties are to be provided with every order on request.
- F. Index Properties- Index tests are performed when preparing and approving a geomembrane formulation. The tests are performed on the final production formulation of a geomembrane. The index properties include specific gravity, water extraction, volatile loss, hydrostatic resistance, and soil burial resistance. A

certified statement of the test results for the formulation is to be made available to the customer on request.

1.04 Product Delivery, Storage & Handling

- A. The Geosynthetic Contractor shall protect the work described in this section before, during, and after installation, and shall protect the installed work specified in other sections, as well as work completed by the OWNER.
- B. Geomembrane labeling, shipment and storage shall follow ASTM D4873 for rolled goods and *ASTM D7865 for fabricated goods* as modified according to this Specification.
- C. Product labels shall be per ASTM D7865 and placed on the top of panels such that they can be seen, clearly showing the fabricator or supplier name, product description, panel number, and panel dimensions.
- D. Each panel of PVC shall include any additional information required to allow the Engineer to relate that panel with the manufacturing quality control and raw material quality assurance documentation. Additionally, if any special handling is required, it shall be so marked on the outside surface of the wrapping.
- E. During storage, the geomembrane shall be placed on a stable, relatively flat, dry, well-drained surface. The geomembrane pallets shall not be placed on objects that may cause deformation of the geomembrane panels. Adequate space shall be left between stored panels, such that panel labels can be examined. The geomembrane shall be protected from the following:
 1. Site construction damage.
 2. Chemicals that are strong acids or bases.
 3. Flames, sparks, geomembrane temperatures in excess of 150° F.
 4. Any environmental condition that might damage the geomembrane.
- F. Panel numbers on partially used panels must be maintained such that each panel number can be readily identified prior to deployment of the remaining portions of the panel.
- G. If the ENGINEER determines the geomembrane is damaged, the Geosynthetic Contractor shall make all repairs and replacements in a timely manner, so as to prevent delays in the progress of the work.

PART 2 - MATERIALS

2.01 General

The geomembrane sheet shall be 30 mil thick PVC, Solmax 230-1000 or equal.

2.02 Properties

ASTM D7176 PVC Geomembrane Specification

CERTIFIED PROPERTY	TEST METHOD	REQUIREMENTS					
		10 mil	20 mil	30 mil	40 mil	50 mil	60 mil
Thickness	ASTM D5199	±5%	±5%	±5%	±5%	±5%	±5%
100% Modulus	ASTM D882 (lb. force/in. width, min.)	10	20	30	40	50	60
Tensile (psi, min.)	ASTM D882	24	48	73	97	116	137

(lb. force/in. width, min.)							
Elongation at Break	ASTM D882	250	360	380	430	430	450
(%, min.)							
Tear Strength	ASTM D1004	2.5	6	8	10	13	15
(lb./in., min.)							
Impact Cold Crack(°C)	ASTM D1790	-23	-26	-29	-29	-29	-29
Dimensional Stability	ASTM D1204						
(% change/max.)	(212°F/15 min.)	4	4	3	3	3	3

INDEX PROPERTY	TEST METHOD	REQUIREMENTS					
		10 mil	20 mil	30 mil	40 mil	50 mil	60 mil
Specific Gravity(min.)	ASTM D792	1.20	1.20	1.20	1.20	1.20	1.20
Resistance to Soil Burial G160(% change max.)	ASTM						
1. Breaking Factor		5	5	5	5	5	5
2. Elongation At Break		20	20	20	20	20	20
3. Modulus at 100% Elongation		20	20	20	20	20	20
Water Extraction (%, max.)	ASTM D1239	0.15	0.15	0.15	0.2	0.2	0.2
Hydrostatic Resistance (psi, min.)	ASTM D751	42	68	100	120	150	180
Minimum Specifications for Seams:							
Shear Strength (lb. force/in. width, min.)	ASTM D882	20	38.4	58.4	77.6	92.8	109.6
Peel Strength @2"/min (lb. force/in. width, min.)	ASTM D882	10	12.5	15	15	15	15

Notes:

1. Certified properties are tested by lot as specified in ASTM D7176.
2. Metric values are converted from US values and are rounded to the available significant digits.
3. Modifications or further details of test are described in ASTM D7176.
4. Index properties are tested once per formulation as specified in ASTM D7176

2.03 Factory Fabrication

- A. All completed factory seams are 100% inspected. Factory seams will be visually inspected for full seam continuity over their full length. Any areas that do not meet the specified requirements shall be removed and repaired per section.
- B. Destructive tests will be performed to verify that the seam strength requirements of the specifications are met. Random samples shall be taken at a minimum of every 4,000 lineal feet of factory seam or once per factory panel fabricated, whichever is more frequent, and the following quality assurance tests will be performed on each sample per

ASTM D7408:

- Thickness
 - Shear strength (shear strength)
 - Peel adhesion
- C. Prior to installation of the geomembrane at the site, the fabricator will provide to the Engineer, copies of manufacturer material certifications and a copy of quality control test results for all panels supplied, verifying conformance with this specification and the requirements as represented ASTM D7176 And ASTM D7408 specification. The location of any defects and repairs and all necessary retesting results will also be documented in the report.
- D. When a seam sample is removed from the panel being fabricated the resulting hole will be repaired with a patch with a minimum of a one inch bonded area around the patch, and the patch will be rounded on all corners.
- E. Factory fabricated geomembrane panels are rolled or accordion folded and packaged on a sturdy wooden pallet designed for fork lift truck access.
- F. All panels will be packaged with a protective, black stretch wrap or cardboard cover to protect the panel from weather or shipping damage.

PART 3 - EXECUTION**3.01 Site Preparation**

- A. The surface to be covered by the geomembrane shall be cleared of sharp objects, angular stones, sticks, or any materials that may contribute to punctures, shearing, rupturing or tearing of the geosynthetic materials. The geomembrane subgrade shall have a smooth, finished surface, free from pockets, holes, ruts, and discontinuities that, in the judgment of the Engineer, will cause bridging of the material. The subgrade shall be inspected for unsuitable areas or soft spots before the geomembrane is placed, and additional surface preparation will be required to eliminate any unsuitable areas as determined by the Engineer.
- B. The Geosynthetic Contractor and Engineer shall carefully and completely inspect the subgrade surface immediately prior to the deployment of each geomembrane panel. No geomembrane shall be placed on unsuitable subgrade surface, or without the Engineer's written approval.
- C. Contractor shall dewater pond bottom. The geomembrane shall not be installed over standing water on the subgrade.

3.02 Seaming Methods

- A. A six-inch-wide overlap must be cleaned of all dust, dirt or foreign debris no more than 30 minutes prior to seaming. Only clean, soft rags will be used for cleaning. If mud has adhered to the sheet surface overlap area, it will be removed with clean water and allowed to dry prior to seaming.
- B. During the cleaning operation, the sheet will be inspected for defective areas which must be removed and/or repaired prior to seaming. The seaming operation requires a solid, smooth subsurface. Subsurface voids, hard nodules, rocks, soft areas or unsuitable conditions will be removed or repaired prior to seaming during subgrade preparation.
- C. Seaming shall not be conducted in the presence of standing water. Wet surfaces must be allowed to dry. A slip sheet or seaming board may be used to lift the geomembrane above damp surfaces. If wind conditions contaminate the seaming area or displace the geomembrane sheets, temporary ballast and additional cleaning procedures will be

- required.
- D. The geomembrane panels field seams shall be joined by adhesive welds using Weld-On 66 PVC Cement or equal, or by chemical seaming, per cement manufacturer's directions. All field seams will be a minimum of 6 inches wide
 - E. All geomembrane surfaces that are to become a seam interface are to be free of dust, dirt, excess moisture or any other condition that may affect the quality of the seam.
 - F. Seaming will not be allowed during rain or snowfall, unless proper precautions are made to allow the seam to be made on dry subgrade and geomembrane materials. If weather conditions are not satisfactory, panels will not be put into place. If panels are placed and pulled out, the installation crew will do what is necessary to finish or secure those individual panels that day.

3.03 Installation

- A. The number of panels to be deployed in any day will be limited to the number of panels which can be seamed that day. The geomembrane will be placed over the prepared surface in such a manner as to assure minimum handling.
- B. Based on the approved geomembrane panel diagram and material certifications, the individual panels will be numbered and seams will be identified by using the panel numbers that create the seam. The PVC panels shall be installed in a manner that minimizes seams. Wherever possible, longitudinal seams shall be oriented to be no greater than ten degrees from parallel with the direction of the slope. Cross seams (i.e. those seams which join the ends of contiguous panels) shall not be placed on any slope that exceeds a ten percent grade. All panels placed on slopes shall be cut no closer than five feet from the top of the slope or five feet from the toe of slope. All seam overlaps shall be shingled in adownslope direction
- C. During installation, and any other period of exposure of geomembrane, pedestrian and equipment activity over the geomembrane shall be kept to a minimum, and restricted to only that which is necessary for geomembrane construction.
- D. Smoking is not permitted on the geomembrane.
- E. Construction workers shall take precautions not to damage the geomembrane surface. Construction workers shall wear smooth-soled footwear, and exercise care not to drag tools across the geomembrane surface. All large tools are to have smooth base plates or shoes. Construction staff shall be informed of the restricted access to areas of geomembrane placement by use of barriers and signs posted as necessary.
- F. The Geosynthetic Contractor shall perform all activities of geomembrane construction in such a way as to avoid damage to the geomembrane. Any damage caused to the geomembrane by the Geosynthetic Contractor shall be repaired or the material replaced at the expense of the Geosynthetic Contractor.
- G. No tracked or wheeled vehicles, other than low ground pressure ATVs as pre-approved by the ENGINEER, shall be permitted on the geomembrane prior to placement of adequate soil cover, as determined by the ENGINEER.
- H. The Geosynthetic Contractor shall complete his work in a manner that will prevent water or wind from getting under the partially installed geomembrane. This could include, but is not limited to, installing sandbags along the leading edges. Should excessive moisture become trapped below the geomembrane or should wind damage occur due to the negligence of the Geosynthetic Contractor, the Geosynthetic Contractor, at no extra cost to the Owner, will be required to perform all work, including removing and replacing as much of the in-place geosynthetic material as the ENGINEER directs, to assure that the integrity of the geomembrane and the underlying subbase or geosynthetic clay liner (GCL) has not been compromised.
- I. Seams shall be welded throughout the entire length of the panels during initial panel

seaming.

- J. Sandbags or other approved ballast shall be used to prevent bridging or material movement in areas such as toe of slope or near sumps. Ballast shall not be used to force the geomembrane into contact with the subgrade.
- K. Special care shall be taken to prevent tensile stress in the geomembrane and geomembrane seams in all corners and grade changes.
- L. The Geosynthetic Contractor shall exercise his best judgment and care to provide sufficient slack in the geomembrane.
- M. The geomembrane shall not be installed when ambient or sheet temperatures are below 40-degrees F, when the sheet temperature exceeds 140-degrees F, or when the air temperature is above 120-degrees F unless the Geosynthetic Contractor demonstrates, to the satisfaction of the Engineer, that procedures can be implemented which will result in the proper installation and seaming of the geomembrane.
- N. Adjacent geomembrane panels shall be allowed to reach essentially equivalent temperatures prior to seaming to avoid development of fishmouths.
- O. If fishmouths are created at the seam overlaps, they shall be cut to achieve a flat overlap.
- P. Geomembrane covering operations shall be performed in a manner that does not damage the geomembrane lining system. Geomembrane covering operations shall be performed only in the presence of a Construction Observer such that the condition and cleanliness of the geomembrane is observed at the time the material is covered, and any effects of the covering operation on the geomembrane lining system can be observed.

3.04 Repairs

- A. All geomembrane panels and seams shall be examined by the Engineer for defects, holes, blisters, undispersed raw materials, and any sign of contamination by foreign matter. The geomembrane surface shall be clean at the time of examination. Each suspect location shall be repaired, and all repairs shall be non-destructively tested.
- B. Damaged geomembrane shall be removed and replaced with acceptable geomembrane if damage cannot be repaired to the satisfaction of the Engineer.
- C. Geomembrane caps shall be used to repair failed seams that are left in-place. Seams that fail testing may also be removed and replaced if determined necessary by the Engineer.

PART 4 - FIELD QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

4.01 Installation QA/QC

- A. The Engineer and Geosynthetic Contractor shall visually inspect all material to be included in the work and compare panel identification numbers with those on the certifications provided by the manufacturer to assure delivery of the appropriate material.
- B. Damage to geomembrane during installation shall be repaired accordingly. If the Engineer determines that any damage cannot adequately be repaired, the damaged material will be replaced.
- C. The Geosynthetic Contractor shall complete non-destructive testing of all seams along their entire length, in the manner approved prior to installation, in the presence of the

- Engineer. The required test method is as follows: Air Lance Testing
- D. The Engineer shall witness the testing, and the seam shall be clearly visible to the Engineer and Geosynthetic Contractor during the test. Unbonded areas or defects shall be marked by the Engineer for repair by the Geosynthetic Contractor. The Air Lance Testing shall be conducted in accordance with ASTM D4437.
 - E. The air lance will be capable of supplying 50 PSI through a 3/16 inch diameter nozzle. The air stream is directed at the upper edge of the seam no more than 2 inches from the seam edge. Any voids in the seam will be marked, repaired, and re-tested with the air lance. The testing technician and the inspector will mark each seam or repair with an indelible marker as accepted immediately after completion of final air lance testing.
 - F. All inadequate seams or portions thereof that fail the non-destructive testing shall be repaired in accordance with this Specification and the method approved by the Engineer. Should differences of opinion between the Geosynthetic Contractor and the Engineer develop during the installation relevant to seam integrity, the Engineer may, at his discretion, obtain samples of the seams in dispute for field and/or laboratory testing. The Geosynthetic Contractor will be responsible for patching the resulting void in accordance with the previously approved procedures at no additional cost to the Owner.
 - G. The Geosynthetic Contractor shall not place overlying materials on the installed geomembrane until it has been accepted by the Engineer.

4.02 Warranty

- A. The Geosynthetic Contractor shall provide a manufacturer's warranty on the installation of the geomembrane for a minimum of 1 year.
- B. The Geosynthetic Contractor shall issue a warranty on the geomembrane material for a minimum of 1 year.

END OF SECTION

Section 03000
RTP Federal Contract Clauses

Part 1 General

1.01 Description

The Federal contract clauses, seen in subsequent pages of the Project Manual, shall be incorporated into the contract.

It shall be noted that Davis-Bacon Act provisions are not applicable for this project.

ATTACHMENT 8

Contract Provisions for Department of Transportation (DOT) Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which

an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic

must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

ADMINISTRATIVE

12. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence*.

13. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

14. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

15. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

16. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

17. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

18. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TRANSPORTATION-SPECIFIC

19. DOT Regulations

Recipients shall comply with the following regulations: 2 CFR 1200-1201, 23 CFR 200, 49 CFR 17, 49 CFR 20-21, 49 CFR 25-28.

20. Retention and Access Requirements for Records

Pursuant to 49 CFR §18.37(a)(3), for cost reimbursement subgrants of any tier, Recipients and subrecipients shall comply with the record retention and access requirements of 49 CFR §18.42.

21. Energy Efficiency Policies

Recipients must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

22. Drug-Free Workplace

The Department must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 49 CFR 32. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

23. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act

As applicable, Recipient shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

24. Payments to Subcontractors

The Recipient must pay all subcontractors within 30 days of receipt of payment in accordance with 49 CFR 26.29. If retainage is withheld, the Department may make prompt and regular incremental acceptances of portions of the Agreement and pay retainage to Recipients based on these acceptances. Further, the Recipient must pay all retainage owed to the subcontractors for satisfactory completion of the accepted work within 30 days after your payment to the Recipient.

25. Additional Assurances

Consistent with 49 CFR 26.13(a) and (b), neither the Department nor the Recipient or any sub-recipient or subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Recipient shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Recipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- A. _Withholding monthly progress payments;
- B. Assessing sanctions;
- C. Liquidated damages; and/or
- D. Disqualifying the contractor from future bidding as non-responsible.

FEDERAL HIGHWAY ADMINISTRATION-SPECIFIC

26. Federal Highway Administration (FHWA) Contractors & Recipients General Terms and Conditions for Assistance Awards

Recipients shall comply with FHWA Contractors & Recipients General Terms and Conditions for Assistance Awards available at https://www.fhwa.dot.gov/cfo/contractor_recip/gtandc_generaltermsconditions.cfm, and incorporated by reference.

27. Contract Provisions

If the Project meets the definition of a “Federal Aid Construction Project,” Form FHWA-1273 Required Contract Provisions, available at <https://www.fhwa.dot.gov/construction/cqit/form1273.cfm> and incorporated by reference, must be physically incorporated into each contract and subcontract.

RECREATIONAL TRAILS PROGRAM-SPECIFIC

28. Recreational Trails Program Guidance

Recipients shall comply with the applicable requirements of Recreational Trails Program Guidance available at https://www.fhwa.dot.gov/environment/recreational_trails/guidance/index.cfm, and incorporated by reference.

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**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Exhibit C
Conflicts Affidavit

The undersigned corporate officer attests the Contractor:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require Company to maintain an adversarial role against the City of Oldsmar or that will impair or influence the advice, recommendations or quality of work provided to the City; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

For the purpose of participating in the City's Invitation to Bid process, and to facilitate the City's compliance with Part II of Chapter 112, Florida Statutes, the undersigned corporate officer further attests:

The persons listed below are corporate officers, directors or agents and are currently officers or employees of the City of Seminole:

The persons listed below are current City of Seminole officers or employees who own an interest of five percent (5%) or more in the company/entity named above:

The above information is true and correct to the best of my knowledge. Signed on this ____, day of _____, 20__.

Signature _____

Print Name and Title _____

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

Personally known ____ OR Produced identification _____ Type of identification produced _____

Signature of Notary _____
State of Florida

Print, Type or Stamp Commissioned Name of Notary Public:

Exhibit D
Contractor's Certificate(s) of Insurance

Exhibit E
Contractor's Payment and Performance Bond

**PERFORMANCE AND PAYMENT BOND
PUBLIC CONSTRUCTION BOND**

Bond No. _____

By this bond, we _____, as Principal, whose principal address and phone number are _____, and _____, as Surety, whose principal address and phone number are _____, are bound to _____, herein called Owner, whose principal address and phone number are _____, in the sum of \$ _____, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

1. Performs the contract dated _____, 20___, between Principal and Owner, which contract was awarded pursuant to the Instructions to Bidders, for construction of the Blossom Lake Park Improvements, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contact; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

The project to be performed under the contract is the construction of recreational trail at 10407 Blossom Lake Drive, Seminole, Florida 33772.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Florida Statutes § 255.05(2).

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON ____, ____.

(Name of Principal)

(Name of Surety)

By: _____
as Attorney in Fact for Surety

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____
by _____ (name and title of corporate officer) of
_____ (name of corporation), a _____ (state or place of
incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has
produced _____ (type of identification) as identification.

Notary signature _____

Print or stamp name of Notary _____

Notary number:

My Commission Expires:

Pursuant to Florida Statutes § 255.05(1)(b), the Principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.

Exhibit F
Standard Forms

NO-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn deposes and says that:

BIDDER is the

(Owner, Partner, Officer, Representative or Agent)

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

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

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Personally known _____ OR Produced identification _____ Type of identification produced _____

Notary Public (Signature)

My Commission Expires: _____