PROJECT MANUAL

FOR

City of Frostproof

Lake Clinch Boat Ramp Improvements

CSDG PROJECT No. 005-002013

Prepared for

City of Frostproof
111 West 1st Street
Frostproof, FL 33843

Prepared by

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SECTION 00 01 10

TABLE OF CONTENTS

SECTION NO.	DESCRIPTION
DIVISION 00	**PROCUREMENT AND CONTRACTING REQUIREMENTS**
00 01 10	Table of Contents
00 11 16	Invitation to Bid
00 11 53	Instructions to Bidders
00 31 19	Existing Conditions
00 31 32	Geotechnical Data
00 31 46	Permits
00 41 53	Bid Form
00 43 13	Bid Bond
00 45 13	Contractor's Qualification Form
00 51 00	Notice of Award
00 52 53	Agreement
00 55 00	Notice to Proceed
00 61 13.13	Performance Bond
00 61 13.16	Payment Bond
00 62 39	Disadvantaged Business Enterprise Form
00 72 53	General Conditions
00 73 00	Special Conditions and Supplementary Conditions
00 73 01	City Legal Supplement
00 73 19	Acknowledgment of Conformance with O.S.H.A. Standards
00 73 19.2	Drug Free Work Place Form
00 91 13	Addendum No.
00 94 63	Change Order
DIVISION 01	**GENERAL REQUIREMENTS**
01 11 00	Summary of the Work
01 14 00	Work Restrictions
01 20 00	Measurement and Payment Procedures
01 29 00	Payment Procedure
01 29 73	Schedule of Values
01 29 76	Applications for Payment
01 31 19	Project Meetings
01 32 13	Scheduling of Construction
01 32 36	Construction Photographs and Video Recording
01 33 00	Submittal Procedures
01 33 23	Shop Drawings, Product Data, and Samples
01 43 23	Contractor's Qualifications
01 45 00	Quality Control
01 45 16.13	Contractor's Quality Control
01 60 00	Equipment and Materials
01 61 00	Basic Product Requirements

01 62 00	Product Substitution Procedures
01 66 00	Product Storage and Handling Requirements
01 71 13	Mobilization
01 72 00	As-Built Drawings
01 74 00	Cleaning
01 74 23	Final Cleaning
01 77 00	Closeout Procedures
01 78 00	Closeout Submittals
01 78 23	Operation and Maintenance Data
01 78 39	Project Record Documents

TECHNICAL SPECIFICATIONS

Division 02	Specifications
35 51 00	Floating Dock System

END OF SECTION

INVITATION TO BID

CITY OF FROSTPROOF, FL

LAKE CLINCH BOAT RAMP IMPROVEMENTS

Sealed bids will be received by the **City of Frostproof,** hereinafter referred to as "City", at:

City of Frostproof, 111 West 1st Street Frostproof, FL 33843

until **2:00 P.M. on December 3, 2026**, at which time they will be publicly opened by the Purchasing Director and/or designee and read aloud. Any BIDS received after the time specified will not be accepted.

The BIDS shall be based on providing all materials, equipment and labor for the construction of the **LAKE CLINCH BOAT RAMP IMPROVEMENTS.** The contractor shall be responsible for providing all materials, equipment and labor necessary for construction of a new concrete boat ramp and floating dock, drainage improvements, parking area improvements, and associated site work and restoration as necessary to complete the project per the plans and specs. Drawings, specs and other contract documents may be examined at the City of Frostproof, or can be accessed no cost for download by contacting Nicole McDowell at (863) 635-7854 or clerk@cityoffrostproof.com. All technical questions shall be addressed to clerk@cityoffrostproof.com.

The City of Frostproof is an equal opportunity employer and is inviting MBE & WBE firms to bid on this project.

BIDDERS shall confine their BIDS to the project in its entirety. Partial BIDS will not be considered. Each BIDDER shall submit with this BID evidence of entity licensed to perform the work and services or qualified by examination to be so licensed. BIDS must be sealed, and the outside of the envelope MUST be marked:
"BID – LAKE CLINCH BOAT RAMP IMPROVEMENTS".

Each BID shall be accompanied by a certified check or by an acceptable (according to Dept. of Treasury, Circular 570) BID BOND in an amount equal to at least five percent of the amount of the BASE BID payable to the **City of Frostproof,** as a guarantee that if the BID is accepted the BIDDER will execute the CONTRACT and file acceptable PERFORMANCE AND PAYMENT SURETY BONDS equal to one hundred percent of the contract price within ten days after written notice of the CONTRACT AWARD. No bidder may withdraw its BID for a period of sixty days after the date of Bid opening.

The City of Frostproof reserves the right to: waive informalities and/or irregularities in any BID; delete any portion of the project; extend the project within the limits of the work involved which in its judgment is in the best interest of the City. Bids may be withdrawn prior to the date and time of bid opening. The City reserves the right to reject any or all bid(s) and may postpone the award of the Agreement for a period of time which shall not extend beyond ninety calendar days from the Bid opening date.

Nicole McDowell, City Manager

SECTION 00 11 53

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The City of Frostproof (herein called the "City"), invites bids on the form attached hereto, all blanks of which must be appropriately completed. The envelopes containing the bids must be sealed, addressed to City Manager, City of Frostproof, Florida designated as bid for *Lake Clinch Boat Ramp Improvements.* The City may consider informal any bid not prepared and submitted in accordance with the provisions thereof and may waive any informality or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed form. Please submit one original and two copies of all bid submittals. All blank spaces for bid prices must be completed in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid and its two copies must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, or other party to whom it is proposed to award a subcontract under this contract:

a. Must be acceptable to the owner after verification by the State of the current eligibility status.

4. Method of Bidding and Basis of Award

The City invites the following bid(s): *Lake Clinch Boat Ramp Improvements.* Bidders shall submit a Base Bid and Bid Alternate No. 1 – Floating Dock System, as provided in the Bid Form.

The OWNER reserves the right to accept or reject Bid Alternate No. 1. The apparent low Bidder will be determined based on the lowest responsive Base Bid or the lowest responsive combination of Base Bid plus Bid Alternate No. 1, depending upon the scope selected by the OWNER for award. The same basis of comparison will be applied to all Bidders.

The OWNER may select the Base Bid alone or the Base Bid plus Bid Alternate No. 1 based upon available funding and the best interests of the OWNER.

5. Qualifications of Bidder

The City may make such investigations as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any 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. Conditional bids will not be accepted.

6. Time of Completion and Liquidated Damages

Bidder must agree to commence work on date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within 180 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of $250.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

7. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

8. Addenda and Interpretations

No interpretation of the meaning of the plans, specification or other pre-bid documents will be made to any bidder orally. *Every request for such interpretation should be in writing, addressed to Nicole McDowell at clerk@cityoffrostproof.com* and, to be given consideration, must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be either faxed or emailed with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than 72 hours prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under the bid as submitted. All addenda so issued shall become part of the contract documents.

9. Security for Faithful Performance

Simultaneously, with delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond and bonds shall be a duly authorized surety company satisfactory to the City.

10. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

END OF SECTION

SECTION 00 31 19

EXISTING CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

A. Prior to submitting a Bid, each Bidder shall visit and examine the Project site and become familiar with the existing conditions that may affect the cost, means, methods, sequence, or performance of the Work. By submitting a Bid, the Bidder represents that it has examined the site, is familiar with reasonably observable conditions affecting the Work, and has accounted for such conditions in its Bid. The Contractor shall not be entitled to an increase in Contract Price or Contract Time for conditions that were reasonably observable or should reasonably have been identified through examination of the site and Contract Documents prior to bidding.

1.02 RELATED SECTIONS

A. General Conditions - Bidding and Contract Requirement

B. General Requirements - Division 01

C. Construction Photographs and Video Recording - Division 01

1.03 SITE INVESTIGATION AND REPRESENTATION

A. CONTRACTOR acknowledges the nature and location of the Work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, uncertainties of weather or similar physical conditions of the ground, the character of equipment and facilities needed preliminary to and during execution of the work and matters which can affect the work or the cost thereof under this contract.

B. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials to be encountered from inspecting the site and from evaluating information derived from exploratory work that may have been done by the OWNER or included in these Contract Documents.

C. Failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

1.04 BIDDER'S SUBSURFACE INVESTIGATION

A. Bidders are invited, at their own expense, to make subsurface investigation by boring or test pit excavation as may be desired, provided however, that this work be scheduled by appointment with the ENGINEER.

1.05 DIFFERING SUBSURFACE CONDITIONS

A. In the event subsurface or latent physical conditions are found materially different from those indicated in these Documents and differing materially from those ordinarily encountered and generally recognized as inherent in the character of work covered in these Contract Documents, promptly and before these conditions are disturbed, notify the ENGINEER in writing of these changed conditions.

B. The ENGINEER will investigate these conditions promptly and following this investigation, the CONTRACTOR shall proceed with the work unless otherwise instructed by the ENGINEER.

1 If the ENGINEER finds that these conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for performing the work, the ENGINEER

will recommend to the OWNER the amount of adjustment in cost and time he considers reasonable.

2. The OWNER will make the final decision on Change Orders to the Contract regarding adjustment in cost or time for completion.

1.06 EXISTING UTILITIES

A. Known utilities and structures adjacent to or encountered in the work are shown in the Drawings.
   1. The locations shown are taken from existing records and the best information available from existing utility plans; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown.
   2. Those shown are for the convenience of the CONTRACTOR only, and no responsibility is assumed by either the OWNER or the ENGINEER for their accuracy or completeness.

B. Additional costs incurred for idle time of equipment or labor as a result of uncovering unknown utilities shall be for the CONTRACTOR's account.

C. Notify the ENGINEER of conflict between existing utilities and work to be performed.

1.07 CONTRACTOR'S RESPONSIBILITY FOR UTILITY, PROPERTY, AND SERVICE

A. Make arrangements for protection of utilities, properties, and services such as railway, telegraph, television, power, oil, gas, water, sewer, or irrigation systems.

B. Notify utility offices affected by construction operation at least forty-eight (48) hours in advance.
   1. Under no circumstance shall utilities be exposed without first obtaining permission from the appropriate agency.
   2. Once permission has been granted, the existing underground utilities may be located, exposed and temporary support of these utilities shall be provided.

C. CONTRACTOR is responsible to the owner and operators of these properties for damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of character brought because of injuries or damage which may result from the construction operations under this Contract.

D. Neither the OWNER nor its officers or agents shall be responsible to the CONTRACTOR for damages as a result of the CONTRACTOR's failure to protect utilities encountered in the work.

E. In the event of interruption to domestic water, sewer, storm drain or other utility services as a result of accidental breakage due to construction operations, promptly notify the owner of the utility and cooperate with the owner in restoration of service as promptly as possible and bear costs of repair.
   1. In no event shall interruption of utility service be allowed outside working hours unless granted by the owner of theutility.

F. With prior approval by owner of utility and at CONTRACTOR’s expense interfering water service lines may be cut, dug through restored with similar approved materials.

G. Replace other existing utilities or structures removed or damaged during construction, at CONTRACTOR’s expense, unless otherwise provided for in the Contract Documents.

1.08 INTERFERING STRUCTURES

A. Take necessary precautions to prevent damage to existing structures whether on the surface, above ground, or underground.
   1. An attempt has been made to show major structures in the Drawings.
   2. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and it is presented as a guide to avoid possible difficulties.

B. Protect existing structures from damage, whether or not they lie within the limits of the easements obtained by the OWNER.

1. Where existing fences, gates, barns, sheds, buildings, or other structure must be removed to properly carry out the work or are damaged during the work, they shall be restored at the CONTRACTOR's expense to their original condition and to the satisfaction of the property owner.

C. Without additional compensation, the CONTRACTOR may remove and replace, in a condition as good as or better than original, small structures such as fences, mailboxes, and signposts that interfere with the CONTRACTOR's operations.

1.09 FIELD RELOCATIONS

A. Relocations shall be made only by direction of the ENGINEER.

B. If existing structures are encountered that will prevent construction as shown, notify the ENGINEER before continuing with the work in order that the ENGINEER may make these field revisions to avoid conflict with the existing structures.

C. If the CONTRACTOR fails to notify the ENGINEER when an existing structure is encountered and proceeds with the work despite this interference, he shall do so at his own risk.

1.10 EASEMENTS

A. Work will be located on City owned or leased land, easements, and permits have been provided by the OWNER.

1. Easements will provide for the use of property for construction purposes only to the extent indicated on the easements.
2. It shall be the CONTRACTOR's responsibility to determine the adequacy of the easement obtained in every case and abide by requirements and provisions of the easement.
3. Confine contract construction operations to within the easement limits or make special arrangements with the OWNER for the additional area required.
4. Damage to property, either inside or outside the limits of the easements provided by the OWNER, shall be the responsibility of the CONTRACTOR.

1.11 SURVEYS

A. Verify accuracy of survey or existing site information shown in the Drawings or in specifications.

1. Notify the ENGINEER immediately upon finding errors, inaccuracies or omissions in the survey data.
2. The commencing of the work by the CONTRACTOR shall be held as acceptance by the CONTRACTOR of the survey data, after which the CONTRACTOR shall have no claim against the OWNER resulting from alleged errors, inaccuracies, or omissions in the survey data.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 00 31 32

GEOTECHNICAL DATA

PART 1 GENERAL

1.01 SUMMARY

A. Geotechnical investigations have been performed for the Project. The following reports are provided with the Bidding Documents for the information of the Bidders:

- Geotechnical Engineering Report, Lake Clinch Boat Ramp Improvements, prepared by Madrid Engineering Group, dba Madrid CPWG, Madrid Project No. 15324, dated March 11, 2024.

- Geotechnical Engineering Report Addendum, Lake Clinch Boat Ramp Improvements, prepared by Madrid Engineering Group, Inc., dba Madrid CPWG, Madrid Project No. 15324, dated November 12, 2024.

B. The geotechnical reports and associated subsurface data are provided for informational purposes and are not intended to represent or warrant subsurface conditions throughout the Project site. Bidders shall make their own interpretations of the information presented and shall satisfy themselves as to the conditions that may be encountered in performing the Work.

C. Bidders are responsible for considering the available geotechnical information in preparation of their bids. If additional subsurface information is considered necessary, Bidders may perform additional investigations, subject to prior coordination with and approval by the OWNER.

D. Recommendations from the geotechnical reports that have been incorporated into the Drawings or Specifications shall be considered requirements of the Contract Documents. In the event of a conflict between the geotechnical reports and the Contract Documents, the Contract Documents shall govern.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 00 31 46

PERMITS

PART 1 GENERAL

1.01 SUMMARY

A. The OWNER has obtained Florida Department of Environmental Protection (FDEP) Environmental Resource Permit No. 53-0457479-001-EI for the Project.

B. The CONTRACTOR shall review and comply with all applicable conditions and requirements of the Environmental Resource Permit and shall maintain a complete copy of the permit at the Project site during construction.

C. The CONTRACTOR shall obtain and pay for other permits, licenses, inspections, and approvals required for performance of the Work, unless otherwise indicated in the Contract Documents.

D. The OWNER shall identify and disclose, prior to bid opening, all known permits, permit fees, connection fees, and other governmental or utility charges applicable to the Project, including the estimated amount of each such fee or charge, if known. Any permit, fee or charge not identified in the Contract Documents and not reasonable ascertainable by the Contractor prior to bid shall be addressed in accordance with the applicable change-order provisions of the Contract Documents.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

Bidders Name _____

SECTION 00 41 53

BID FORM

LAKE CLINCH BOAT RAMP IMPROVEMENTS
CSDG Project No. 005-002013

THIS BID IS SUBMITTED TO:

City of Frostproof
111 West 1st Street
Frostproof, FL 33843

Place **City of Frostproof** Date _____
Project No. 005-002013

Proposal of _____ (hereinafter called "Bidder")

(a corporation [ ] partnership [ ] individual [ ] doing business as

_____)

to the **City of Frostproof** hereafter called "Owner".

The bidder, in compliance with your invitation for bids for the construction of the **Lake Clinch Boat Ramp Improvements in the City of Frostproof, Florida** having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below and in the Bid Schedule attached hereto and made a part of this Bid. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the Project within 180 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $250.00 for each consecutive calendar day thereafter as hereinafter provided in Article 12 of the General Conditions.

BASE BID
Bidder agrees to perform all Work included in the Base Bid in accordance with the Contract Documents for the unit and lump sum prices stated in the Bid Schedule.

TOTAL BASE BID: $_____

TOTAL BASE BID (in words):

_____Dollars and

_____Cents.

BID ALTERNATE NO.1 – FLOATING DOCK SYSTEM
Bidder agrees to furnish and install the Floating Dock System as shown and specified in the Contract Documents for the following additive amount:

ADD BID ALTERNATE NO. 1: $_____

ADD BID ALTERNATE NO. 1 (in words):

_____Dollars and

_____Cents.

The OWNER reserves the right to accept or reject Bid Alternate No. 1. Acceptance or rejection of the Bid Alternate shall be at the OWNER's sole discretion and shall not affect the validity of the Base Bid.

BID ADDENDA

Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

BIDDER EXECUTION

Bidder / Company Name: _____

By (Signature): _____

Printed Name and Title: _____

Date: _____

BID SCHEDULE

BASE BID

Item No.	Approx. Quantity	Item Description	Unit Cost	Extended Amount
0101-001-000	1 LS	Mobilization		
0102-001-000	1 LS	Maintenance of Traffic		
0104-000-000	1 LS	Sediment & Erosion Control		
0110-001-001	1 LS	Clearing & Grubbing		
0120-001-000	1 LS	Earthwork		
0327-070-001	309 SY	Milling Existing Asphalt Pavement, 1" Avg Depth		
0334-001-013	24 TN	Superpave Asphaltic Conc, Traffic C		
0425-001-341	1 EA	Inlets, Curb, Type P-4, <10'		
0425-001-542	1 EA	Inlets, Ditch Bottom, Type D, <10'		
0430-174-118	113 LF	Pipe Culvert Optional Material, Round, 18" SD		
0520-002-002	10 LF	Concrete Curb, Type B		
0522-002-000	160 SY	Concrete Sidewalk & Driveways, 6" Thick		
0530-003-003	10 TN	Riprap – Rubble, Bank and Shore		

0542-070-000	**2 EA**	**Bumper Guards, Concrete**		
0570-001-002	**533 SY**	**Performance Turf, Sod**		
0700-001-011	**4 AS**	**Single Post, F&I Ground Mount, up to 12 SF**		
0700-001-050	**2 AS**	**Single Post Sign, Relocate**		
0700-001-060	**2 AS**	**Single Post Sign, Remove**		
0710-011-125	**66 LF**	**Painted Pavement Markings, Standard, White, Solid for Stop Line or Crosswalk, 24”**		
0715-540-000	**1 EA**	**Street Lighting Modifications**		
0914-550-003	**235 LF**	**Fencing – Pedestrian Barrier P3-4’, Rope Fence**		
Special-02	**818 SY**	**Crushed Shell Drive Aisle**		
Special-03	**485 SY**	**Stabilized Sod Parking**		
Special-04	**647 SY**	**Concrete Boat Ramp Pavement w/ V-Groove Finish**		
Special-05	**1 LS**	**Sheet Pile Abutment**		
Special-06	**1 LS**	**Boat Ramp Footing**		

TOTAL BASE BID: _____

BID ALTERNATE NO. 1

Item No.	Approx. Quantity	Item Description	Unit Cost	Extended Amount
Special-01	**1 LS**	**Floating Dock System**		

TOTAL BID ALTERNATE NO. 1: _____

END OF SECTION

SECTION 00 43 13

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and Contractor, and _____

hereinafter called Surety, are held and firmly bound unto Owner, a political entity of the State of Florida, and represented by its city manager/mayor called Owner, in the sum of five percent (5%) of the total amount bid of:

_____

(Written Dollar Amount)

dollars ($_____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the Owner for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

LAKE CLINCH BOAT RAMP IMPROVEMENTS
CSDG PROJECT No. 005-002013

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the Base Bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with Owner and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the Awarded Bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to Owner and the Surety herein agrees to pay said sum immediately upon demand of the Owner in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____

as Principal herein, has caused these presents to be signed in its name by

its _____ and

attested by its _____

under its corporate seal, and the said _____

as Surety herein, has caused these presents to be signed in its name by

its _____

and attested in its name by its _____

under its corporate seal, this ____ day of _____ A.D., 20____.

Signed, sealed and delivered in the presence of:

PRINCIPAL: _____

BY: _____

NAME: _____

As to Principal

Surety

BY: _____

Attorney-in-Fact
(Power-of-Attorney to be attached)

BY: _____

Resident Agent

_____

As to Surety

END OF SECTION

SECTION 00 45 13

CONTRACTOR'S QUALIFICATIONS FORM

CITY OF FROSTPROOF:

We,_____, hereby attest and
(Prime Contractor)
swear that as CONTRACTOR for **LAKE CLINCH BOAT RAMP IMPROVEMENTS; CSDG Project No. 005-002013,** that we are a Florida Licensed General Contractor or Underground Utility and Excavation Contractor for this project and fully comply with Florida regulation governing the applicable contractor license.

Prime Contractor

Signature: _____

Printed Name: _____

Title: _____

Company _____

License No. _____

Expiration Date _____

SWORN to and subscribed before me this_____ day of _____, 20____ .

_____

Signature of NOTARY PUBLIC, State of Florida at Large

(Notary Seal)

My Commission expires: _____

END OF SECTION

SECTION 00 51 00

NOTICE OF AWARD

TO:

_____

_____

_____

PROJECT DESCRIPTION: **LAKE CLINCH BOAT RAMP IMPROVEMENTS (CSDG PROJECT NO. 005-002013)** in accordance with PLANS and CONTRACT DOCUMENTS as prepared by CivilSurv Design Group.

CITY OF FROSTPROOF (Owner) has considered the BID submitted by you for the above-described WORK in response to its ADVERTISEMENT FOR BIDS and INSTRUCTIONS TO BIDDERS.

You are hereby notified that your BID has been accepted for the construction of the described project in the amount of $_____.

You are required by the INSTRUCTIONS TO BIDDERS to execute the AGREEMENT and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and certificates of insurance within ten (10) calendar days or next business day thereafter from the date of this NOTICE to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within above time from the date of this NOTICE, said Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this_____day of_____, 20_____.

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____

This the_____day of_____, 20_____.

BY: _____

TITLE: _____

END OF SECTION

SECTION 00 52 53

AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 20__, by and between_____Party of the First Part, and **City of Frostproof** (OWNER), Party of the Second Part:

W I T N E S S E T H:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, and perform all of the work in manner and form as provided by the Specifications Identified in Section 00 01 10, and Documents which are attached hereto and made a part hereof, as if fully contained here:

2. That the First Party shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall complete all work hereunder within the length of time stipulated in the BID.

3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications of Proposal, in lawful money of the United States, the amount of:

   _____

   _____
   (Written Dollar Amount)

   dollars ($_____), based on the estimated quantities and Unit or Lump Sum Prices contained herein.

4. The OWNER shall make progress payments in accordance with Article 14 of the General Conditions and the Florida Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes. Retainage shall not exceed five percent (5%) of each progress payment and shall be released in accordance with the statutory closeout requirements and Article 14.

5. Final payment, including release of retainage, shall be made in accordance with Article 14 and Section 218.735, Florida Statutes. Neither completion and acceptance of all Work nor documentation concerning payment of subcontractors and suppliers shall postpone payment beyond the applicable statutory deadlines or impose conditions prohibited by Section 255.05(11), Florida Statutes.

6. In the event that the Contractor shall fail to complete the work within the time limit or the

extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of Two Hundred Fifty and 00/100 Dollars ($250.00) per day, plus any monies paid by the OWNER to the Engineer for additional engineering and inspection services associated with such delay.

7. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Second Party shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the work, the First Party shall, at its expense within 5 days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event, no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.

8. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the Party of the Second Part.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:

_____

_____

CONTRACTOR: _____

BY: _____

NAME: _____

TITLE: _____

OWNER: **City of Frostproof**

BY: _____

NAME: _____

TITLE: _____

AUTHENTICATION:

BY: _____

NAME: _____

TITLE: _____

APPROVED AS TO FORM:

BY: _____

NAME: _____

TITLE: _____

END OF SECTION

SECTION 00 55 00

NOTICE TO PROCEED

TO: _____ DATE: _____

_____

_____

PROJECT DESCRIPTION:

LAKE CLINCH BOAT RAMP IMPROVEMENTS;
CSDG Project No. 005-002013

City Purchase Order No.: _____

Dated _____, 20___

City Project No.: _____

In accordance with PLANS and CONTRACT DOCUMENTS as prepared by CivilSurv Design Group.

You are hereby notified to commence WORK in accordance with the AGREEMENT dated _____, 20___ on or before _____, 20___ and you are to complete the WORK within 180 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20___.

CITY OF FROSTPROOF

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

_____ Day of_____20_____

BY: _____

TITLE: _____

END OF SECTION

SECTION 00 61 13.13

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and Contractor, and _____
hereinafter called Surety, are held and firmly bound unto

CITY OF FROSTPROOF

a political entity of the State of Florida, and represented by its **CITY MANAGER/MAYOR**, in the sum of

_____
(Written Dollar Amount)

dollars ($_____), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these present.

WHEREAS, the above-named Principal has entered into a Contract with **CITY OF FROSTPROOF**(Owner), dated this _____ day of _____, 20_____ to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract **LAKE CLINCH BOAT RAMP IMPROVEMENTS (CSDG PROJECT NO. 005-002013)** and the Plans, Drawings and Specifications prepared by CivilSurv Design Group, all of which is made a part of said contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative thereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bonded Principal shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the Plans, Drawings, Specifications and Conditions as prepared by said Consulting Engineers, Invitation to Bid, Instruction to Bidders, the Contractor's Bid as accepted by the Owner, the Bid and the Contract Performance and Payment Bonds, and all Addenda, if any, issued prior to the opening of bids), and further that if said Principal shall promptly perform and provide the guarantee of all work and materials furnished under the Contract Documents within the time specified in the Contract Documents, pays Owner for, and indemnifies and holds harmless Owner against and from all costs, expenses, damages, attorneys fees, including appellate proceedings, injury, or loss to which said Owner may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure to petition within the prescribed time, or default, including patent infringements, on the part of said Principal, his agents or employees, in the execution or performance of said Contract; then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract, including any and all guarantee periods as specifically mentioned in said Contract Documents;

AND, the said Surety for Value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Plans, Drawings and Specifications accompanying the said contract shall affect said obligation of said Surety on this Bond, that the penal sum limit of liability by Surety shall match the amount of the Contract Price as adjusted by change orders or directives, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract, or to the work, or to the Drawings and Specifications. This Bond is a statutory payment bond furnished pursuant to Section 255.05, Florida Statutes. Claimant shall give written notice to the Contractor and to the Surety as required by Florida Statutes, Section 255.05. Any actions against the Contractor or the Surety shall be brought within the time specified by Section 255.05.

This Bond shall be recorded in the public records of Polk County, Florida, in accordance with Section 255.05, Florida Statutes. Prior to commencement of the Work or payment under the Contract, the CONTRACTOR shall furnish the OWNER with a certified copy of the recorded Bond.

IN WITNESS WHEREOF, said_____, as Principal and Contractor hereunder has caused these presents to be assigned in three (3) original counterparts in his name, and witnessed by two attesting and subscribing witnesses and the said _____, as Surety, has caused these presents to be signed in three (3) original counterparts in its name by its_____under its corporate seal, this _____day of_____20

Signed, sealed and delivered
in the presence of:

_____
PRINCIPAL-CONTRACTOR

_____ BY: _____

_____ TITLE: _____
AS TO PRINCIPAL

_____
SURETY

_____ BY: _____
ATTORNEY-IN-FACT
(POWER-OF-ATTORNEY
TO BE ATTACHED)

_____ BY: _____
AS TO SURETY RESIDENT AGENT

END OF SECTION

SECTION 00 61 13.16

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal and Contractor, AND _____

hereinafter called Surety, are held and firmly bound unto

CITY OF FROSTPROOF

a political entity of the State of Florida, and represented by its CITY MANANGER/MAYOR, in the sum of

_____

(Written Dollar Amount)

dollars ($_____), lawful money of the United State of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these present.

WHEREAS, the above named Principal has entered into a Contract with the Owner, dated this _____ day of _____, 20____ to furnish at his own cost, charges and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract **LAKE CLINCH BOAT RAMP IMPROVEMENTS (CSDG PROJECT NO. 005-002013)** and the Plans, Drawings and Specifications prepared by CivilSurv Design Group of which is made a part of said contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative thereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounded Principal shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the Plans, Drawings, Specifications and Conditions as prepared by said Consulting Engineers, Invitation to Bid, Instructions to Bidders, the Contractor's bid as accepted by the Owner, the Bid and the Contract Performance and Payment Bonds, and all Addenda, if any, issued prior to the opening of bids), and further that if said Principal shall promptly make all payments to all persons supplying materials, equipment, and/or labor used directly or indirectly by said Contractor or subcontractors in the prosecution of the work provided for in said Contract in accordance with Florida Statutes, Section 255.05 or Section 713.23; then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract, including any and all guarantee periods as specifically mentioned in said Contract Documents;

AND, the said Surety for Value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Plans, Drawings, and Specifications accompanying the said contract shall affect said obligation of said Surety on this Bond, and the said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract, or to the work, or to the Drawings and Specifications. Claimant shall give written notice to the Contractor and to the Surety as required by Florida Statutes, Section 255.05 of Section 713.23.

IN WITNESS WHEREOF, said_____, as Principal and Contractor hereunder has caused these presents to be assigned in three (3) original counterparts in his name, and witnessed by two attesting and subscribing witnesses and the said _____as Surety, has caused these presents to be signed in three (3) original counterparts in its name by its _____ under its corporate seal, this____ day of_____20____.

Signed, sealed and delivered
in the presence of:

_____
PRINCIPAL-CONTRACTOR

_____ BY: _____

_____ TITLE: _____
AS TO PRINCIPAL

_____
SURETY

_____ BY: _____
ATTORNEY-IN-FACT
(POWER-OF-ATTORNEY
TO BE ATTACHED)

_____ BY: _____
AS TO SURETY RESIDENT AGENT

END OF SECTION

SECTION 00 62 39

DISADVANTAGED BUSINESS ENTERPRISE FORM

VENDOR REPRESENTS THAT HE/SHE IS A:

Black Minority Business Enterprise	( )	
Hispanic Minority Business Enterprise	( )	
Other Minority Business Enterprise	( )	Specify: ____
Woman's Business Enterprise	( )	
Non-minority Vendor	( )	

NAME OF FIRM: _____

BY: _____
(Signature) (Title)

ADDRESS: _____

_____

TELEPHONE NO: _____ STATE LICENSE #: _____
(if applicable)

COUNTY LICENSE #: _____
(if applicable)

CERT. OF INSURANCE ENCLOSED? YES_____ NO_____

AUTHORIZED NAME TYPED:_____ TITLE:_____

AUTHORIZED SIGNATURE:_____ DATE:_____

END OF SECTION

SECTION 00 72 53

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

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

Acceptance: By the OWNER of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

Agreement: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed; the Contract Documents are attached to and made a part of the Agreement, also designated as the Contract.

Addenda: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

Application for Payment: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments theretofore received from the OWNER on account of the Work have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior applications for payment.

Approved: Means approved by the ENGINEER of Record.

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

Bidder: Any person, firm or corporation submitting a BID for Work.

Bonds: Bid, performance and payment bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

Change Order: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

Contract Documents: The Agreement, Addenda, Instructions to Bidders, CONTRACTOR'S Bid, the Bonds, the Notice of Award, these General Conditions, Special Conditions, the Specifications, Drawings and Modifications, Notice to Proceed, Invitation to Bid, Acknowledgment of Conformance with OSHA Standards.

Contract Price: The total monies payable to the CONTRACTOR under the Contract Documents.

Contract Time: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The owner (Grantee) - The individual who is authorized to sign the contract documents on behalf of the owner's governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

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

ENGINEER: CivilSurv Design Group, 2525 Drane Field Rd, Suite 7, Lakeland, Florida 33811 (863) 646-4771.

Field Order: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

Modification: (a) A written amendment of the Contract Documents signed by both parties

(b) a Change Order

(c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or

(d) a written order for minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

Notice of Award: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

Notice to Proceed: A written notice given by OWNER to CONTRACTOR (with copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: CITY OF FROSTPROOF, 111 West 1st Street Frostproof, FL 33843.

Project: The entire construction to be performed as provided in the Contract Documents.

Construction Observer: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a subcontractor, manufacturer, supplier, or distributor, and which illustrate the equipment, material, or some portion of the Work and as required by the Contract Documents.

Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

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

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

Substantial Completion: The date as certified by the ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with paragraph 14.11.

Supplier: Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.

Surety: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS

Award:

2.1 The OWNER reserves the right to reject any and all Bids and is not bound by law to accept the lowest Bid. Bids are awarded by the OWNER and its decision is final. No Notice of Award will be given until the OWNER has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid forms. If the Contract is awarded, the OWNER will issue the Notice of Award and give the successful Bidder a contract for execution within ninety days after opening of Bids.

Execution of Agreement:

2.2 At least four counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by CONTRACTOR to the OWNER within 10 calendar days of receipt from the OWNER.

Forfeiture of Bid Security:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required bonds as stipulated in paragraph 2.2 shall be cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

Contractor's Pre-Start Representations:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

Commencement of Contract Time:

2.5 The Contract Time will commence to run on the date stated in the Notice to Proceed.

Starting the Project:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

Before Starting Construction:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error, or discrepancy which he may discover; however, he shall not be liable to OWNER, or ENGINEER for his failure to discover any conflict, error, or discrepancy in the Drawings or Specifications.

Schedule of Completion:

2.8 Within ten days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER for approval, an estimated progress schedule with

earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. See paragraph 6.23. The ENGINEER shall approve this schedule or require revisions thereto within 14 days of its submittal.

If there is more than one CONTRACTOR involved in a Project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions and Contract Documents.

Preconstruction Conference:

2.9 Within twenty days after delivery of the executed Agreement by OWNER to CONTRACTOR, but before starting the Work at the site, a preconstruction conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions, and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

Qualification of Subcontractors, Material Men and Suppliers:

2.10 Within ten working days after bid opening, the CONTRACTOR will submit to the OWNER and the ENGINEER for acceptance a list of the names of subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person, or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or work, material or equipment not in conformance with the requirements of the Contract Documents.

Rejection of Subcontractor:

2.11 If, prior to the Notice of Award, the OWNER or the ENGINEER has reasonable objection to and refuses to accept any Subcontractor, person or organization listed, the apparent low Bidder may, prior to Notice of Award either (i) submit an acceptable substitute without an increase in his bid price or (ii) withdraw his Bid without forfeiting his Bid security.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER's attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence in case of conflict, error or discrepancy, as follows: Supplemental General Conditions, Agreement Modifications, Addenda, Special Conditions, and Instructions to Bidders, General Conditions, Specifications and Drawings. If the requirements of other Contract

Documents are more stringent than those of the Supplemental General Conditions, the more stringent requirements shall apply.

3.3 The words "furnish" and "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 The CONTRACTOR shall be responsible for making the construction of habitable structures under this Contract rainproof, and for making equipment and utility installations properly perform the specified function. If he is prevented from so doing by any limitations of the Drawings or Specifications, the CONTRACTOR shall immediately notify the ENGINEER in writing of such limitations before proceeding with construction in the area where the problem or limitation exists.

3.7 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of the Bid.

3.8 Brand names were used in the technical specifications, are intended to denote the standard or quality required for the particular material or product. The term "equal" or "equivalent", when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work. (When a brand name, catalog number, model number, or other identification, is used without the phrase "or equal", the CONTRACTOR shall use the brand specified).

ARTICLE 4 - AVAILABILITY OF LANDS, SUBSURFACE CONDITIONS, REFERENCE POINTS:

Availability of Lands:

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-or-way for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction

facilities or storage of material and equipment.

Bidder's Furnished Copy of Surveys:

4.2 The ENGINEER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the OWNER/ENGINEER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER/ENGINEER.

Differing Site Conditions:

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER and ENGINEER in writing, of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made, and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above; provided, however, the time prescribed therefore may be extended by the OWNER.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - INSURANCE

Contractor's Liability Insurance:

5.1 The CONTRACTOR will, at his own expense, purchase and maintain such insurance as will protect the OWNER and the CONTRACTOR from claims under Workmen's Compensation laws, disability benefit laws or other similar employee benefits laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease or death of any person other than his employees including claims insured by usual personal bodily injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which

may arise out of or result from the Contractor's operations under the Contract Documents whether such operations be by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The CONTRACTOR shall maintain Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate; Automobile Liability insurance with a combined single limit of not less than $1,000,000; Workers' Compensation insurance at statutory limits; Employer's Liability insurance with limits of not less than $1,000,000; and Umbrella/Excess Liability insurance with limits of not less than $2,000,000. The CITY OF FROSTPROOF shall be named as an additional insured on the Commercial General Liability and Automobile Liability policies, as appropriate. Such coverage shall be primary and noncontributory with respect to insurance maintained by the CITY. Commercial General Liability coverage shall include completed-operations coverage. The CONTRACTOR shall provide a waiver of subrogation in favor of the CITY where commercially available. Before starting the work, the CONTRACTOR will file with the OWNER and ENGINEER certificates of such insurance, acceptable to the OWNER; these certificates shall contain a provision that the coverage afforded under the policies will not be cancelled or materially changed until at least 30 days prior written notice has been given to the OWNER and ENGINEER by certified mail. The certificate of insurance shall show the amount of employee's liability coverage that is being carried by the CONTRACTOR under Workmen's Compensation.

Subcontractor's Liability Insurance:

5.2 The CONTRACTOR agrees that if any part of the Work under the Contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 above.

OWNER's Liability Insurance:

5.3 The OWNER will be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.4 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance must at all times be at least equal to the actual cash value of the insured property.

The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

Proof of Insurance:

5.5 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be cancelled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.6 If any insurance should be cancelled or changed by the insurance company or should any insurance expire during the period of this contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain

coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendent:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain a qualified supervisor or superintendent at the work site who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisors shall be present on each site at all times as required to perform adequate supervision and coordination of the work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home office).

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

Contractor Furnishes All Materials:

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

Type of Material:

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

Installation Instructions:

6.5 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within THIRTY CALENDAR DAYS after award of Contract unless otherwise stipulated in the Special Conditions. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance of other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance

and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price or Contract time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any Work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. See paragraph 7.10.

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

Contractor Responsibilities:

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any persons due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

Identification of Drawings:

6.9 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

Subcontractor's Terms:

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

Subcontractor's Agreement:

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

Subcontractor's Provisions:

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and materialmen engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors and give the CONTRACTOR the same power as regards to terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed by the ENGINEER in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and the ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

Determining Application:

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances and articles.

Permits

6.15 The CONTRACTOR shall obtain and pay for all permits, licenses, and approvals required for the prosecution of the Work, including applicable City/County permits, governmental charges, inspection fees, utility permits, and connection fees, except for any permit, fee, or charge expressly identified in the Contract Documents as being obtained, paid, or waived by the OWNER. The CONTRACTOR shall obtain all required contractor licenses and shall pay all applicable public utility charges. The OWNER shall reasonably assist the CONTRACTOR, when necessary, in obtaining such permits, licenses, and approvals.

The OWNER shall identify and disclose in the Contract Documents all known permits, permit fees, connection fees, and other governmental or utility charges applicable to the Project, including the estimated amount of each such fee or charge, if known.

Electric Power and Lighting:

6.16 Electrical power required during construction shall be provided by each prime contractor as required by him. This service shall be installed by a qualified electrical contractor approved by the ENGINEER. Lighting shall be provided by the General CONTRACTOR in all spaces at all times where necessary for good and proper workmanship, for inspection or for safety. No temporary power shall be used off temporary lighting lines without specific approval of the General CONTRACTOR.

Laws and Regulations:

6.17 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.18 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.19 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. The CONTRACTOR must provide complete RECORD DRAWINGS signed and sealed by a Registered Surveyor in the State of Florida for all underground utilities (water, electrical, stormwater).

Safety and Protection:

6.20 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.20.1 All employees on the Work and other persons, who may be affected thereby,

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

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

Prevention of Accidents:

6.21 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.22 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Shop Drawings and Samples:

6.23 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of shop drawing submissions (see paragraph 2.8 and Section 01 33 23) six copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with

the approval of the CONTRACTOR and identified as the ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

1. All shop drawing submittals must contain a cover sheet with the following (minimum) information: CONTRACTOR's stamp of review and approval, date, submittal number, list of all items and components being submitted, dividers between sections separating each submittal item with room for the ENGINEER's stamp of review. Submittals not containing the minimum required information will be deemed incomplete and returned to CONTRACTOR without review.
2. Submittals/resubmittals reviewed more than three (3) times are subject to OWNER reimbursement by the CONTRACTOR for the cost of said review by the ENGINEER. OWNER may deduct the amount of such compensation from the final payment to the CONTRACTOR.

Samples Required by Contractor:

6.24 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

Deviations in Shop Drawings:

6.25 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

Review of Shop Drawings:

6.26 The ENGINEER will review with responsible promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawing or sample shall constitute representation to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents. **S**ubmittals/resubmittals reviewed more than three (3) times are subject to OWNER reimbursement by the CONTRACTOR for the cost of said review by the ENGINEER. OWNER may deduct the amount of such compensation from the final payment to the CONTRACTOR.

Commencing Work:

6.27 No work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

Deviations in Work:

6.28 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to each deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

Cleaning Up Site:

6.29 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the work progresses. Upon completion of the Work, and before acceptance of final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials, excavated material and rubbish from the roadways, sidewalks, parking areas, lawn and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

Cleaning Up General:

6.30 In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such manner as to insure the least practicable obstruction to public travel, school bus dispatch, US Postal service delivery boxes, as well as, coordinated access to those residences identified for medical transport services. The convenience of the general public and of the residents along and adjacent to the area of Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Sanitary Provisions:

6.32 The General CONTRACTOR shall provide on-site office, and necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary field office and sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 To the fullest extent permitted by Fla. Stat. § 725.06, CONTRACTOR shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR or persons employed or utilized by CONTRACTOR in the performance of the Work. This provision shall not be construed to require indemnification beyond that permitted by § 725.06, Florida Statutes, or as a waiver of the CITY's sovereign immunity or the limitations of § 768.28, Florida Statutes.

Claims:

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone for whose acts

any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workman's compensation acts, disability acts or other employee benefit acts.

Liability of Engineer:

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the ENGINEER, his agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the ENGINEER, his agents or employees provided such giving or failure to give is the primary cause of injury or damage.

Responsibility for Connection to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the special conditions. The CONTRACTOR will be responsible for obtaining all permits necessary for the Work. Upon completion of the Work, the CONTRACTOR shall present to the ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The CONTRACTOR shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other items as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments Public Utilities, Etc.:

6.38 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this Work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance

thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of the site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce ENGINEER'S and OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel, and in routine material delivery trucks and other vehicles to the Project site.

Protection of Existing Property Improvements:

6.40 The locations of existing utilities within the work areas shown on the plan **are approximate** and are not guaranteed to be complete. Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored at the expense of the CONTRACTOR to a condition equal to that existing at the time of award of Contract.

ARTICLE 7 - WORK BY OTHERS

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these.

The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S Work depends for proper execution or results upon the Work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such Work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other Contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

7.5 Where practicable, the General CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots, and holes not built or left by the General CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the General CONTRACTOR. The General CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each CONTRACTOR shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each CONTRACTOR shall keep himself informed of the progress of the Work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own Work.

7.9 Each CONTRACTOR shall give notices of the progress of his work so as to allow other contractors adequate work. The General CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies of other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, and failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in paragraph14.4.

8.4 The OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.2. The OWNER shall provide sufficient survey staking to set up horizontal and vertical controls. All re-staking or additional staking required by CONTRACTOR shall be by the OWNER'S surveyor at the CONTRACTOR'S expense. Paragraph 4.2 refers to the ENGINEER'S identifying and making available to the CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by the ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in

paragraph 5.3.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof 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. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to an appropriate adjustment in the Contract Price or Contract Time, or both, in accordance with Articles 11 and 12. The ENGINEER shall review the request and make a written recommendation to the OWNER. Any adjustment shall be documented by a Change Order approved in writing by the City official or governing body authorized under the City's applicable procurement requirements.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction is set forth in Articles 1 through 16 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics, shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will provide an inspector to make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. His efforts will be directed toward providing assurance for the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of these on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the work and will endeavor to guard the OWNER against defects and deficiencies in the work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All work completed under the Contract will be measured by the ENGINEER according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Special Condition, or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work as provided in the Special Conditions whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.25 through 6.28, inclusive.

Responsibility for Change Orders:

9.7 In connection with the ENGINEER'S responsibility for Change Orders see Articles 10, 11, and 12.

Application of Payments:

9.8 In connection with the ENGINEER'S responsibilities in respect of Application of Payment, etc., see Article 14.

Resident Project Representative:

9.9 The ENGINEER will provide construction observation and inspection sufficient to confirm to the OWNER and all applicable regulatory agencies that construction is in compliance with the Construction Drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of a performance under the Contract Documents shall be referred to the ENGINEER for decision, which he shall render in writing within ten days of the time that such claim has been presented to him in writing. Notwithstanding the foregoing, any ENGINEER determination concerning an adjustment to the Contract Price or Contract Time shall constitute a recommendation to the OWNER and shall not bind the OWNER or constitute final resolution of a disputed claim. Adjustments shall be subject to Articles 11 and 12 and the applicable dispute-resolution provisions of the Contract Documents.

Limitations on Engineer's Responsibilities:

9.11 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.12 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR'S failure to perform the Work in accordance with the

Contract Documents.

9.13 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other persons performing any of the work.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these shall be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving any adjustment to the Contract Price or Contract Time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.22 and except as provided in paragraph 10.2.

10.4 The ENGINEER shall prepare proposed Change Orders covering changes in the Work, differing conditions, emergency work, and other claims for adjustment of the Contract Price or Contract Time, and shall submit them with supporting documentation and recommendations to the OWNER. The ENGINEER's recommendation shall not constitute approval of a Change Order or bind the OWNER. Except as otherwise required by applicable law, each Change Order shall require written approval by the City official or governing body authorized under the City's applicable procurement requirements.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such an adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

The ENGINEER shall have no authority to bind the OWNER to any increase in the Contract Price or Contract Time. Any adjustment to the Contract Price or Contract Time must be approved in writing by the City official or governing body authorized to approve such adjustment under the City's applicable procurement requirements.

11.2 (a) The OWNER may, at any time, without written notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the Contract, including but not limited to changes:

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work.
(3) In the OWNER-furnished facilities, equipment, materials, services, or site; or
(4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the CONTRACTOR to an equitable adjustment hereunder.

(d) If any change order under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work, under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: Provided, however, that except for claims based on defective specifications, no claim for any change order under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required: and provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the OWNER receives from the CONTRACTOR a price quote for a change order requested or issued by the OWNER, and the quote conforms to all statutory and contractual requirements for the Project, the OWNER shall approve or deny the quote and send written notice of its decision to the CONTRACTOR within thirty-five (35) days after receipt. A denial notice shall specify the alleged deficiencies and the actions necessary to remedy them. If the OWNER fails to provide notice complying with Section 218.755, Florida Statutes, the change order and price quote shall be deemed approved, and the OWNER shall pay the quoted amount upon completion of the change order. No provision of the Contract Documents, including requirements for written City approval, shall alter the Owner's statutory duties or the operation of deemed approval under Section 218.755, Florida Statutes.

(f) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(g) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

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

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved. Should the work (by quantity) be increased or decreased by 25% from that stipulated in the Contract Documents, the OWNER and the CONTRACTOR may request adjustment of the unit prices by negotiation.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

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

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

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

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

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

11.4.5 Supplemental costs including the following:

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

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

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

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

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

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

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

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

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principal (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 - all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

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

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

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in subparagraph 11.4.5.9).

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

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows:

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which

results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for Work, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - TIME FOR COMPLETION, LIQUIDATED DAMAGES AND CHANGE OF THE CONTRACT TIME

12.1 The date of beginning and the time for completion of the Work are essential conditions of the CONTRACT DOCUMENTS and the Work embraced shall be commenced on a date specified in the NOTICE TOPROCEED.

12.2 The CONTRACTOR will proceed with the Work at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of theWORK.

12.3 If the CONTRACTOR shall fail to complete the Work within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be default after the time stipulated in the CONTRACT DOCUMENTS.

12.4 The CONTRACT TIME may only be changed by a Change Order. Any claim for an extension in the CONTRACT TIME shall be based on written notice delivered to the OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the CONTRACT TIME shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the CONTRACT TIME resulting from any

such claim shall be incorporated in a Change Order.

12.5 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.4 Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.6 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.7 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such Drawings and not then unless such claim be reasonable.

12.8 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

12.9 No claim for extension of time will be considered because of unusual weather conditions, and no reparation shall be made to the CONTRACTOR for damages to the Work resulting therefrom, except as stipulated in paragraph 15.2 and as follows. The ENGINEER shall evaluate any extension of time available under this paragraph and provide a written recommendation to the OWNER and CONTRACTOR within seven days after the CONTRACTOR has been notified to resume work. Any resulting extension of the Contract Time shall be documented by a Change Order approved in writing by the City official or governing body authorized under the City's applicable procurement requirements.

ARTICLE 13 - GUARANTEE

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The performance BOND shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION

Payments to Contractor:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require.

If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The CONTRACTOR shall replace at his expense any stored materials paid for which are either damaged or stolen before installation. The ENGINEER will, within ten (10) days after

receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER, will within thirty (30) days of presentation to him of any approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain no more than five (5) percent of the amount of each progress payment as retainage, in accordance with Section 255.078, Florida Statutes. When the work is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced to only that amount necessary to assure completion upon recommendation by the ENGINEER. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.

Final Release of Lien:

14.2 The OWNER shall have the right to demand and receive from the CONTRACTOR, before he shall receive final payment, final releases of lien executed by all persons, firms or corporations who have performed or furnished labor, services or materials, directly or indirectly, used in the Work. Likewise, as a condition to receiving any progress payment, the OWNER may require the CONTRACTOR to furnish partial releases of lien executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the Work during the period of time for which the progress payment is due, releasing such lien rights as those persons, firms or corporations may have for that period.

Contractor's Warranty of Title:

14.3 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for Payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.4 The ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing his approval of payment and present the Application to the OWNER or return the Application to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make necessary corrections and resubmit the application. The OWNER shall make payment to the CONTRACTOR in accordance with the payment deadlines and requirements of the Florida Local Government Prompt Payment Act, Sections, 218.70 through 218.80, Florida Statutes.

Representation:

14.5 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the supporting data, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving

any such payment the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any liens.

Certification on Request:

14.6 The CONTRACTOR shall make the following certification on each request for payment: "I hereby certify that the labor and materials listed on this request for payment have been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction fare now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below".

Final Payment:

14.7 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

Refusal to Pay:

14.8 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, or because of subsequently discovered evidence or the results of subsequent inspection or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.8.1 The Work is defective, or completed Work has been damaged requiring correction or replacement,

14.8.2 The Work for which payment is requested cannot be verified,

14.8.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.8.4 The Contract Price has been reduced because of modifications,

14.8.5 The OWNER has been required to correct defective Work or complete the Work in accordance with Article 13.

14.8.6 Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.8.7 Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.8.8 Of liquidated damages payable by the CONTRACTOR, or

14.8.9 Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

Substantial Completion:

14.9 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

14.10 Upon notification by the CONTRACTOR that the Work is substantially complete, the ENGINEER shall inspect the Work and prepare a punch list identifying any remaining items to

be completed or corrected. The CONTRACTOR shall promptly complete or correct all punch-list items. The Owner may withhold from the remaining retaining only such amounts as are permitted by applicable Florida law and reasonably necessary to secure completion or correction of the identified punch-list items. Final completion and payment of retainage shall be governed by the applicable requirements of Sections 255.077 and 255.078, Florida Statutes.

Entering Premises:

14.11 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the OWNER.

Engineer's Certificate:

14.12 Upon completion and acceptance of the Work the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retainage, less only such amounts as may lawfully be withheld by the OWNER, shall be paid in accordance with the applicable requirements of the Florida Local Government Prompt Payment Act, Section 218.70 through 218.80, Florida Statutes, and Sections 255.077 and 255.078, Florida Statutes.

Indemnification:

14.13 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.14 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof

for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will resume the Work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No work shall be done under these specifications except by permission of the ENGINEER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the ENGINEER, shall suspend all work until instructed to resume operations by the ENGINEER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

OWNER May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of, the Contract Documents, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days' written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until theWork is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. The ENGINEER shall review and document the OWNER’s costs of completing the Project and submit a written recommendation to the OWNER. The OWNER’s determination of the amount chargeable to the CONTRACTOR shall be approved in writing by the authorized City official or governing body and documented in a written accounting and, where appropriate, a Change Order, subject to the CONTRACTOR’s rights under the applicable dispute-resolution provisions of the Contract Documents.

Termination for Convenience

15.4 The OWNER may, at any time and for its convenience, terminate the Contract, in whole or in part, upon written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall discontinue the Work as directed by the OWNER and take all reasonable steps to protect and preserve the Work. The CONTRACTOR shall be entitled to payment for Work properly performed through the effective date of termination, together with reasonable and documented costs directly resulting from the termination, but shall not be entitled to anticipated profits, consequential damages, or other damages on Work not performed.

Contractor Termination:

15.5 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the

CONTRACTOR will not release the CONTRACTOR from liability.

Seven Days' Notice:

15.6 Upon seven days' written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.7 In the case of termination of this Contract before completion for any cause whatever, the CONTRACTOR, if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.8 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER, within thirty days of its approval and presentation, then the CONTRACTOR may, upon seven days' written notice to the OWNER and the ENGINEER, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition, and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven days' notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

OWNER Furnished Equipment:

15.9 In case the OWNER furnishes equipment to the CONTRACTOR to install but fails to deliver it to the CONTRACTOR as required by SUPPLEMENTARY CONDITIONS or SPECIAL CONDITIONS, and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

ARTICLE 16 - MISCELLANEOUS

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

16.2 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

16.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and those in the Special Conditions and the rights and remedies available to the OWNER and ENGINEER thereunder, shall be in addition to, and shall not be

construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the ContractDocuments.

16.4 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

END OF SECTION

SECTION 00 73 00

SPECIAL CONDITIONS AND SUPPLEMENTARY CONDITIONS

ENGINEER is as follows:

CIVLSURV DESIGN GROUP
2525 Drane Field Rd
Lakeland, Florida 33811
(863) 646-4771
FAX (863) 646-3378

SPECIAL CONDITIONS

1. Normal work hours for this project are 7:00 a.m. to 6:00 p.m. Monday through Friday. Any work done outside these hours shall require permission from the OWNER.

2. All work done by the CONTRACTOR or any subcontractor shall be done with minimal disturbance to the existing operating facilities.

3. The OWNER and/or ENGINEER shall be present during all necessary testing. The CONTRACTOR shall pay for the cost of any required test.

4. The Project Plans and Drawings have provided vertical control for the layout of the work in the forms of benchmarks located adjacent to the work. From these benchmarks and from horizontal controls provided by the Project Plans and Drawings, the CONTRACTOR shall develop and make all detailed surveys needed for construction and shall establish all working points, lines and elevations necessary to perform the work. A Professional Surveyor currently registered in the State of Florida shall supervise this surveying work.

   It is the sole responsibility of the CONTRACTOR to confirm and verify the accuracy of horizontal and vertical controls prior to commencement of construction. The CONTRACTOR shall not be allowed additional payments on the basis of incorrect horizontal and vertical control.

END OF SECTION

SECTION 00 73 01

CITY LEGAL SUPPLEMENT

PART 1 – GENERAL

1.01 INCORPORATION AND PRIORITY

A. This City Legal Supplement is incorporated into the Contract Documents for the City of Frostproof Lake Clinch Boat Ramp Improvements, CSDG Project No. 005-002013. The City of Frostproof is the OWNER and is referred to in this Section as the CITY. Other capitalized terms have the meanings assigned in the Contract Documents.

B. This Section supplements the Agreement, General Conditions, and Special Conditions. If those documents conflict with this Section concerning a subject addressed herein, this Section shall control. Mandatory applicable law shall control over any inconsistent provision of the Contract Documents. This Section does not alter the technical scope of the Work.

1.02 GOVERNING LAW AND VENUE

A. The Contract shall be governed by and construed in accordance with Florida law, except to the extent controlling federal law applies.

B. Venue for litigation between the CITY and CONTRACTOR arising out of or relating to the Contract shall be in a court of competent jurisdiction in Polk County, Florida. If federal jurisdiction exists, venue shall be in the United States District Court for the Middle District of Florida. This provision does not confer jurisdiction, waive any immunity, or restrict venue for a statutory payment-bond proceeding contrary to Section 255.05, Florida Statutes.

1.03 SOVEREIGN IMMUNITY

A. Nothing in the Contract Documents shall be construed as a waiver of the CITY's sovereign immunity or of any defense, limitation, or protection afforded by Section 768.28, Florida Statutes, or other applicable law. The CITY does not consent to liability beyond that authorized by law or agree to indemnify or hold harmless the CONTRACTOR, its subcontractors, or any other person.

B. Nothing herein increases the CITY's statutory tort-liability limits or waives applicable statutory conditions precedent, defenses, or immunities. Insurance requirements, acceptance of insurance, and designation as an additional insured shall not be construed as such a waiver. This provision does not eliminate the CITY's express contractual payment obligations or limit any waiver or remedy independently established by applicable law.

1.04 EMPLOYMENT ELIGIBILITY AND E-VERIFY

A. The CONTRACTOR shall comply with Sections 448.09 and 448.095, Florida Statutes. Before entering into the Contract, the CONTRACTOR shall register with and use the E-Verify system. The CONTRACTOR and each subcontractor shall register with and use E-Verify to verify the work-authorization status of all new employees as required by Section 448.095. The CONTRACTOR shall not enter into a subcontract unless the subcontractor satisfies the applicable registration and use requirements.

B. Each subcontractor shall provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall retain each affidavit for the duration of the Contract, require compliance by lower-tier subcontractors, and

provide evidence of registration and the required affidavits to the CITY upon request. Employment-verification records shall be retained as required by law.

C. A public agency, contractor, or subcontractor that has a good-faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall terminate that contract as required by Section 448.095(5). If the CITY has a good-faith belief that a subcontractor knowingly violated Section 448.095(5), but the CONTRACTOR otherwise complied with that subsection, the CITY shall promptly notify the CONTRACTOR and order immediate termination of the subcontract. The CONTRACTOR shall comply with that direction.

D. A termination under Section 448.095(5)(c) shall not constitute a breach of contract. If the CITY terminates this Contract under that paragraph, the CONTRACTOR may not be awarded a public contract for at least one year after termination and is liable for additional costs incurred by the CITY as a result of the termination. The statutory right to challenge termination within twenty (20) calendar days is preserved. All requirements and remedies under this Article are subject to the applicable provisions of Section 448.095.

1.05 PUBLIC RECORDS

A. To the extent the CONTRACTOR is acting on behalf of the CITY and is a contractor within the meaning of Section 119.0701(1)(a), Florida Statutes, the CONTRACTOR shall comply with Chapter 119, Florida Statutes, and shall:

1. Keep and maintain public records required by the CITY to perform the service.

2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost not exceeding the cost provided in Chapter 119 or otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law during the Contract term and following completion if the CONTRACTOR does not transfer the records to the CITY.

4. Upon completion of the Contract, transfer, at no cost, to the CITY all public records in the CONTRACTOR's possession or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY, the CONTRACTOR shall destroy duplicate public records that are exempt or confidential and exempt, subject to applicable preservation requirements. If the CONTRACTOR retains the records, it shall meet all applicable public-records retention requirements. Electronically stored records shall be provided, upon request of the CITY's custodian, in a format compatible with the CITY's information-technology systems.

B. Public-records requests relating to the Contract shall be directed to the CITY. The CONTRACTOR shall cooperate with the CITY's custodian in responding within a reasonable time. Noncompliance shall be subject to enforcement under the Contract and Section 119.0701, including applicable statutory penalties and remedies. Completion, termination, or final payment shall not extinguish continuing public-records obligations.

NOTICE: IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF FROSTPROOF, CITY CLERK'S OFFICE, (863) 635-7854, NMCDOWELL@CITYOFFROSTPROOF.COM, 111 WEST FIRST STREET,

FROSTPROOF, FLORIDA 33843.

1.06 PUBLIC ENTITY CRIMES

A. Pursuant to Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply to provide goods or services to a public entity; submit a bid, proposal, or reply for construction or repair of a public building or public work; submit bids, proposals, or replies on leases of real property to a public entity; be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or transact business with a public entity in excess of the CATEGORY TWO threshold in Section 287.017, Florida Statutes, for thirty-six (36) months following placement on the list, subject to statutory removal and other applicable statutory provisions.

B. By executing the Agreement, the CONTRACTOR certifies that neither it nor an affiliate is disqualified from this procurement under Section 287.133. The CONTRACTOR shall not knowingly utilize a person or entity whose participation is prohibited by that statute and shall promptly notify the CITY of any change affecting eligibility. Existing-contract rights and obligations shall be governed by Section 287.133(4).

1.07 SCRUTINIZED COMPANIES AND ENTITIES

A. By executing the Agreement, the CONTRACTOR certifies that it is not participating in a boycott of Israel, as defined in Sections 215.4725 and 287.135, Florida Statutes. This certification applies to contracts of any amount.

B. If the Contract is for $100,000 or more, the CONTRACTOR further certifies that it is not on the Scrutinized Companies or Other Entities that Boycott Israel List created pursuant to Section 215.4725 and is eligible under Section 287.135(2)(a).

C. If the Contract is for $1 million or more, the CONTRACTOR further certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes, and does not have business operations in Cuba or Syria as defined in Section 287.135.

D. The CITY may terminate a Contract of any amount if the CONTRACTOR is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel. For a Contract of $1 million or more, the CITY may also terminate on grounds authorized by Section 287.135(3)(a), including an applicable false certification, placement on the applicable Sudan or Iran list, or business operations in Cuba or Syria. Any false-certification determination, enforcement, penalties, notice, or opportunity to respond shall be governed by Section 287.135. Statutory exceptions apply only when lawfully established by the CITY.

E. The CONTRACTOR shall promptly notify the CITY of any change in a certification or status relevant to this Article and provide certifications required by Section 287.135 before renewal. The statutory thresholds, definitions, exceptions, and procedures shall govern the application of this Article.

1.08 PAYMENT, RETAINAGE, AND CLOSEOUT

A. Payments shall comply with the Florida Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes. Sections 255.077 and 255.078 apply to the extent applicable. No inconsistent thirty-day or sixty-day payment provision, engineer-review procedure, or acceptance requirement elsewhere in the Contract Documents shall extend a mandatory statutory deadline.

B. The CITY designates CivilSurv Design Group, Inc., through Mark J. Frederick, P.E., at mfrederick@civilsurv.com, as its agent for receipt and review of payment applications. The

CONTRACTOR shall submit signed applications identifying the Project and payment period, itemized Work completed and amounts requested, the applicable schedule of values, prior payments, retainage, approved Change Orders, the certification required by Article 14, and applicable stored-material documentation. Requests for retainage or statutory closeout payments are not limited to the monthly progress-payment cycle.

C. The designated agent shall mark each application as received on the date of delivery. Because agent approval is required, payment shall be due within twenty-five (25) business days after receipt by the designated agent, except where Section 218.735 requires an earlier payment. The ENGINEER shall review an application within ten (10) calendar days and forward its approval or written deficiencies to the CITY and CONTRACTOR. Review, forwarding, or internal processing shall not restart or extend the statutory period.

D. An improper application shall be rejected in writing within twenty (20) business days after receipt, identifying the deficiency and the action necessary to make it proper. Corrected applications shall be paid or rejected within the period prescribed by Section 218.735(3). Undisputed portions shall be paid timely. Overdue notices, deemed acceptance, and payment-dispute resolution shall comply with Sections 218.735 and 218.76. Overdue payments shall bear interest at the rate required by Section 218.735(9).

E. The CITY shall withhold no more than five percent (5%) of each progress payment as retainage. This contractual cap applies even if the Contract falls within a statutory exception to a retainage cap. The CITY may reduce the rate or release retainage earlier as permitted by law. Amounts subject to a good-faith dispute made in writing or a claim under Section 255.05 may be withheld only to the extent permitted by applicable law.

F. Upon substantial completion, the CITY, through the ENGINEER and in cooperation with the CONTRACTOR, shall develop a single list of items necessary to render the Work complete, satisfactory, and acceptable. The CONTRACTOR shall participate in the inspection and identify known incomplete or corrective items. The ENGINEER shall prepare the proposed list and an estimated cost to complete each item, considering the CONTRACTOR’s supporting information and reasonable labor, material, equipment, and other completion costs. The CITY and CONTRACTOR shall review the proposed list and estimates; the CITY shall document unresolved disagreements.

G. The list shall be developed and reviewed within thirty (30) calendar days after substantial completion and delivered to the CONTRACTOR no later than five (5) calendar days thereafter. Separate lists for multiple buildings, structures, or phases shall be developed as required by Section 218.735(7)(b). The final contract completion date shall be no earlier than thirty (30) calendar days after delivery of the list. Late delivery shall extend the Contract Time by the number of days the delivery deadline was exceeded. Liquidated damages may be assessed only consistently with the resulting statutory extension.

H. Within twenty (20) business days after creation of the list, the CITY shall pay the remaining contract balance, including retainage, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete listed items, subject to other withholding expressly permitted by law. Upon completion of the listed items, the CONTRACTOR may request the withheld balance. For a good-faith dispute concerning completion of a listed item, the CITY may continue to withhold up to one hundred fifty percent (150%) of the cost to complete that item, as permitted by law.

I. If the CITY fails to develop the list within the required time, the CONTRACTOR may request the remaining balance, including retainage, which shall be paid within twenty (20) business days after receipt of a proper request. If the CITY has provided written notice specifying the CONTRACTOR’s failure to satisfy contractual responsibilities in developing the list, withholding shall be limited as provided in Section 218.735(7)(j).

J. Omission of an item from the list shall not relieve the CONTRACTOR of its completion or correction obligations. Warranty items and items omitted from the list shall not delay final payment of retainage.

Retainage shall not secure insurance premiums, and release shall not be delayed pending an insurance audit. Engineer certification and final acceptance shall not postpone payment required earlier by statute.

K. When the CONTRACTOR has furnished and recorded the required payment and performance bond and provided written surety consent concerning the Project or payment in question, the CITY shall not condition payment on claimant releases, waivers, or similar documentation prohibited by Section 255.05(11). Subsequent surety revocation or direction to withhold shall be governed by that statute. No payment shall be made before the CONTRACTOR provides the certified copy of the recorded bond required by Section 255.05(1)(b).

L. The CONTRACTOR shall remit undisputed amounts due subcontractors and suppliers within ten (10) days after receipt of CITY payment. Each subcontractor shall remit undisputed amounts due its subcontractors and suppliers within seven (7) days after receipt of payment, as required by Section 218.735(6). Payment disputes shall be communicated in writing as required by that statute, and retainage attributable to subcontractor or supplier performance shall be remitted timely.

1.09 CHANGE AUTHORITY AND STATUTORY PROCESSING

A. The ENGINEER may review claims and recommend adjustments but may not bind the CITY to an adjustment of the Contract Price or Contract Time. Except where applicable law provides otherwise, adjustments require a Change Order approved in writing by the City official or governing body authorized under the CITY's procurement requirements.

B. If the CITY receives a price quote for a change order requested or issued by the CITY, and the quote conforms to all statutory and contractual requirements for the Project, the CITY shall approve or deny the quote and send written notice within thirty-five (35) days after receipt. A denial shall specify the alleged deficiencies and the actions necessary to remedy them. If the CITY fails to provide notice complying with Section 218.755, the change order and price quote shall be deemed approved, and the CITY shall pay the quoted amount upon completion of the change order. No contractual approval requirement, engineer review, or agreement extending a deadline shall alter the CITY's statutory duties or the operation of deemed approval under Section 218.755.

1.10 SURVIVAL

A. Obligations that by their nature or express terms extend beyond completion, termination, or final payment shall survive to the extent provided by the Contract and applicable law, including public-records retention and production, warranties and correction obligations, applicable indemnification, accrued payment obligations, and the governing-law, venue, and sovereign-immunity provisions. Survival shall not enlarge any obligation or extend an applicable statute of limitations or repose.

1.11 NO WAIVER

A. Failure or delay by the CITY to enforce a contractual provision shall not, by itself, waive that provision or a subsequent breach. Inspection, payment, partial occupancy, or acceptance shall not waive the CONTRACTOR's continuing obligations except as expressly provided by the Contract or law. Any contractual waiver by the CITY shall be in writing by an authorized City official or governing body.

B. Nothing in this Article overrides a statutory deadline, deemed approval, deemed acceptance, mandatory payment obligation, or other consequence imposed by law, or any express settlement or release lawfully approved by the CITY.

1.12 SEVERABILITY

A. If a provision of this Section is held invalid or unenforceable, it shall be enforced to the extent lawfully permitted, and the remaining provisions shall continue in effect unless doing so would defeat the essential

purpose of the Contract. No provision shall be construed to require performance prohibited by law.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 00 73 19

ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

TO **CITY OF FROSTPROOF**:

We,_____, hereby acknowledge and
(Prime Contractor)

agree that as CONTRACTORS for the **LAKE CLINCH BOAT RAMP IMPROVEMENTS; CSDG Project No. 005-002013,** as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the **CITY OF FROSTPROOF** and CivilSurv Design Group against any and all liability, claims, damages, losses and expenses they may incur due to the failure of

_____

(Subcontractor's Names)

_____

to comply with such act or regulation.

_____
CONTRACTOR

_____ BY: _____
ATTEST

_____ _____
ATTEST DATE

END OF SECTION

SECTION 00 73 19.1

BIDDER'S AFFIDAVIT IN COMPLIANCE WITH
FLORIDA TRENCH SAFETY ACT (CHAPTER 553.60-553.64, FLORIDA STATUTES)

STATE OF FLORIDA)
) ss.
CITY OF FROSTPROOF)

BEFORE ME, the undersigned authority, personally appeared

_____, who being duly sworn deposes and says as follows:

That he/she is duly authorized representative of

_____

and such (Owner) (Partner) (President or other Corporate Officer) has full authority to execute this Bidder's Affidavit.

1. The full legal name and business address of the person or entity submitting this bid:

   _____

   _____

   _____

2. By submission of this bid and subsequent execution of this Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his control (by his own forces or by his Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R., s. 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

3. The undersigned Bidder certifies that as successful Bidder (Contractor) he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

4. The Bidder acknowledges that included in the various items listed in the Schedule of Prices Bid and in the Total Amount Bid are costs for complying with the Florida Trench Safety Act (Chapter 553.60-553.64, Florida Statutes). The bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Quantity	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
				TOTAL:	_____

Method of Compliance (Specify) _____

_____

Date: _____, 20__

_____
NAME OF AFFIANT

SWORN to and subscribed before me this

_____ day of _____, 20____.

_____
NOTARY PUBLIC, State of Florida at Large

(Notary Seal)

My Commission expires: _____

*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn statement/affidavit, his Bid may be declared non-responsive and rejected by the **CITY OF FROSTPROOF.**

END OF SECTION

SECTION 00 73 19.2

DRUG FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287-087 hereby certifies that _____ does:

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

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

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

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

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

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

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

_____
Proposer's Signature

END OF SECTION

MEMORANDUM

CIVILSURV DESIGN GROUP
2525 DRANE FIELD RD,
LAKELAND, FLORIDA 33811
(863) 646-4771
(863) 646-3378 FAX

To: Bidders

From: CivilSurv Design Group

Date:

Project: LAKE CLINCH BOAT RAMP IMPROVEMENTS
CSDG Project No. 005-002013

Subject:

ADDENDUM NO. ____

Bidders are required to acknowledge receipt of this ADDENDUM on Page 00410-1 of the Contract Documents and by returning the acknowledgment on Page 00490-**2** of the Contract Documents to our office immediately via fax. Failure to do so may cause the bid to be considered informal or irregular and subject to rejection.

The Contract Documents, Specifications and Drawings are hereby amended as follows:

A. CONTRACT DOCUMENTS AND SPECIFICATIONS:

1.

Addendum No. ____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

I hereby acknowledge receipt of Addendum No.____to the Contract Documents, Specifications and Drawings (consisting of two pages) for the **LAKE CLINCH BOAT RAMP IMPROVEMENTS**, **CSDG Project No. 005-002013**.

Name of Bidder: _____

By: _____

Title: _____

Date: _____

END OF SECTION

SECTION 00 94 63

CHANGE ORDER

DATE OF ISSUANCE: - No. #

PROJECT: **LAKE CLINCH BOAT RAMP IMPROVEMENTS**
CSDG PROJECT No. 005-002013

OWNER: **CITY OF FROSTPROOF**
111 WEST 1ST STREET
FROSTPROOF, FLORIDA 33843

CONTRACTOR:

ENGINEER: CIVILSURV DESIGN GROUP

CONTRACT FOR:

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS.

DESCRIPTION:

ATTACHMENTS:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $	Original Contract Time Days
Previous Change Orders	Net change from previous Change Orders
Contract Price prior to this Change Order $	Contract Time prior to this Change Order Days

Net increase/decrease of this Change Order $	Net Increase/decrease of this Change Order Days
Contract Price with all approved Change Orders $	Contract Time with all approved Change Orders Days

RECOMMENDED :

By_____
CIVILSURV DESIGN GROUP

ACCEPTED :

By_____
CONTRACTOR

APPROVED :

By_____
OWNER

END OF SECTION

SECTION 00 73 19.2

DRUG FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287-087 hereby certifies that _____ does:

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

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

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

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

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

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

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

_____

Proposer's Signature

END OF SECTION

SECTION 01 11 00

SUMMARY OF THE WORK

PART 1 GENERAL

1.01 SUMMARY

A. Detailed requirements and work extent are stated in applicable specification sections of these and as shown in the Drawings as prepared by CivilSurv Design Group, Inc., dated August 2026, CSDG Project Number: 005-002013.

B. Provide and pay for labor, materials, equipment, tools, construction equipment, applicable taxes, other facilities, and services necessary for the execution, testing, and completion of the Work under this Contract.

C. Perform work not mentioned in the Specifications but shown in the Drawings or Work not shown in the Drawings but included in the Specifications, or items not specifically called out in the Contract Documents, which are necessary or normally required to make each installation satisfactory and legally operable, as incidental work without extra cost to the OWNER and include this expense in the applicable lump sum bid for the work.

1.02 CONTRACT DOCUMENTS

A. Contract Documents include the Bidding Requirements, Contract Forms, Conditions of Contract, General Conditions, Supplemental General Conditions, Specifications, Drawings, Addenda, and requirements and provisions incorporated therein by specific reference thereto.

B. Contract Documents are intended to be self-explanatory and complimentary and to describe and provide for the complete work.

C. Bidders are required to familiarize themselves with the provisions of the Contract Documents and make available to prospective suppliers and subcontractors' appropriate information from the Contract Documents.

1.03 SPECIFICATIONS

A. Specifications included in these Contract Documents establish the performance and quality requirements for materials and equipment and the minimum standards for the quality of workmanship and appearance.

B. No attempt has been made to separate the Specification Sections into groups of work of separate subcontractors or for work to be performed by the various trades.

C. Questions regarding the interpretation of a Specification should be directed to the ENGINEER prior to the submittal of a proposal for, or execution of, the work under this Contract.

1.04 DESCRIPTION OF WORK

A. Work to be performed under this Contract consists of supplying and furnishing all labor, equipment, materials and appurtenances necessary for the installation and construction of the Lake Clinch Boat Ramp Improvements as shown in the Drawings and described in the Specifications (contract documents).

B. The project shall consist of, but not be limited to, the following:

1. Closure of the existing public boat ramp and project area to public use for the duration of construction.
2. Removal of the existing boat ramp and construction of a new concrete boat ramp, including associated site, drainage, parking, access, and restoration improvements.
3. Installation of the floating dock system, if the associated Bid Alternate is accepted by the

Owner.

4. All other work shown on the Drawings and required by the Contract Documents for a complete project.

A. The CONTRACTOR shall visit the proposed work site(s) prior to quote/bid submission and be aware of existing conditions. The CONTRACTOR is responsible for complying with any and all applicable grant authority requirements per existing contract or scope changes, coordinating all project operations with the City of Frostproof (OWNER), ENGINEER, Engineer's Representative, permitting agencies, residence owner (and occupant, if applicable) and line locate services (if available) prior to initiation of any individual private property construction activities. The CONTRACTOR shall provide the OWNER a minimum one-year warranty starting from when the system is placed into service. The CONTRACTOR shall provide the OWNER copies of the manufacturer's certifications of meter calibrations and test data (for accuracy) on all meters installed.

B. Work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as directed by the ENGINEER.

C. Elevations of existing ground, structures, and appurtenances, size, and location of existing piping are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation.

D. Errors or discrepancies in the data shown or omissions of data required for accurately accomplishing the stakeout survey shall be referred immediately to the ENGINEER for interpretation or correction.

E. Survey work for construction control processes shall be made by the CONTRACTOR at his expense.

1.02 WORK BY OTHERS

A. Conduct operations to cause a minimum of interference with the work of other contractors.

PART 2 PRODUCTS

2.01 BUY AMERICAN PRODUCTS

A. In accordance with the Buy American Provision in Public Law 95217 (Section 215 of Public Law 92-500, as amended) the CONTRACTOR agrees that preference will be given to domestic equipment and construction material by CONTRACTOR, subcontractors and suppliers in the performance of this Contract.

PART 3 EXECUTION

3.01 TIME FOR COMPLETION

A. Work shall be commenced at the time stipulated in the written Notice to Proceed and shall be completed within the time stipulated in the Notice to Proceed.

3.02 LIQUIDATED DAMAGES

A. Liquidated damages for the work specified herein shall be as described in Section 00 11 53 "Instructions to Bidders" **Item 6, Page 00 11 53 – 1** and in Section 00 52 53 "Agreement" **Item 6, Page 00 52 53 – 2**

B. Work must be completed within the time specified in the Contract Documents.

1. It is understood and agreed that deductions at the rates stipulated shall be made from the total contract price for each and every calendar day after and exclusive of the day within

which completion was required, and up to and including the date of completion and acceptance by the OWNER.

2. Completion of the work, as mentioned above, shall include startup and testing of portions of the project, unless explicitly excluded.

C. The amount as set forth as liquidated damages is understood and agreed not to be a penalty; the said sum being specifically agreed upon in advance as the measure of damage to the OWNER resulting from the delay in completion of the work.

1. The expiration of the time stipulated without the work having been completed shall in itself constitute a default without the necessity of any notice being given by the OWNER to the CONTRACTOR.

2. The CONTRACTOR agrees and consents that the Contract price reduced by the aggregate of the entire damages so deducted shall be accepted by the CONTRACTOR in full satisfaction for work done under the Contract.

END OF SECTION

SECTION 01 14 00

WORK RESTRICTIONS

PART 1 GENERAL

1.01 SUMMARY

1 This Section establishes restrictions and requirements for CONTRACTOR use of the Project site during construction.

1.02 SITE ACCESS AND USE

A. Confine construction operations, equipment, materials, and storage to the Project limits and other areas approved by the OWNER.

B. Maintain access to the Project site for the OWNER and ENGINEER throughout construction.

C. Do not obstruct or interfere with adjacent properties, roadways, or facilities except as necessary for performance of the Work and as approved by the OWNER.

1.03 PUBLIC ACCESS

A. The existing boat ramp and associated Project area shall remain closed to public use for the duration of construction.

B. Provide an maintain barricades, signage, temporary fencing, or other measures as necessary to prevent unauthorized public access to the construction area.

C. Coordinate closure and reopening of the facility with the OWNER.

1.04 PROTECTION OF PROPERTY

A. Protect existing property, improvements, utilities, and facilities that may be affected by construction operations and that are designated to remain.

B. The location and extent of underground and covered facilities shown in the Contract Documents are not guaranteed. Proceed with care to prevent damage to existing facilities.

C. Repair or replace property damaged as a result of construction operations at no additional cost to the OWNER.

1.05 WEATHER CONDITIONS

A. Suspend Work that may be adversely affected by inclement weather until suitable conditions prevail.

B. In the event of impending storms or adverse weather, take necessary precautions to protect the Work, materials, and equipment.

C. The OWNER, through the ENGINEER, may require additional protective measures when necessary to safeguard the Work.

D. No additional compensation will be allowed for precautionary measures required to protect the Work from weather conditions.

1.06 SAFETY AND HEALTH REQUIREMENTS

A. Comply with Federal, State, and Local safety and health regulations.

B. Maintain the Project site in a safe condition throughout construction.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 20 00

MEASUREMENT AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Incidental Work (1.02)
B. Procedures for Measurement (1.03)
C. Unit Prices (1.04)

1.02 INCIDENTAL WORK

Incidental Work items are items, specifically identified or not, that are an integral part of the completed project as required under the Contract Documents for which separate payment is not made. These items consist of the following, but not limited to:

A. Bonds, insurance, schedules, shop drawings, warranties, and other required submittals.

B. Permits not obtained by the Owner

C. Transport and disposal of excess material and demolition debris.

D. Mobilization of any necessary personnel and temporary office equipment to project site.

E. Attendance and participation at preconstruction meeting and progress meetings.

F. Preparation of a construction sequencing plan.

G. Materials, labor, and equipment required to comply with the Occupational Safety and Health Administration (OSHA) fall protection and falling object safety standards.

H. Materials, labor, and equipment necessary to protect the integrity and operation of existing utilities. Any damage to existing utilities shall be repaired/replaced at the Contractor's sole expense to the satisfaction of the Owner.

I. Materials, labor, and equipment for construction water supply, including the cost of the water supplied by the County or other utility.

J. On-going and final cleanup.

K. Project record documentation, including the provision of "as-built" drawings certified by a registered land surveyor.

L. All other items required for completion of the Contract.

1.03 PROCEDURE FOR MEASUREMENT

A. For lump sum items, payment shall be made based on the lump sum prices set forth in the Bid Proposal based on level of completed work as determined by the accepted Schedule of Values.

B. For unit price items, payment shall be made based on the actual quantities of Work satisfactorily completed and accepted, measured in accordance with the Contract Documents.

C. Estimated quantities shown in the Bid Schedule are provided for bidding purposes. Final payment for Unit Price items shall be based on actual accepted quantities unless otherwise specified.

D. Units of measurement shall be the units identified in the Bid Schedule and shall be measured in accordance with applicable FDOT Standard Specifications unless otherwise specified herein.

1.04 BASIS OF PAYMENT

A. General
   1. Measurement and payment for standard FDOT pay items shall be in accordance with the applicable provisions of the FDOT Standard Specifications for Road and Bridge Construction, except as modified by the Contract Documents or this Section.
   2. The Contract Unit Price or Lump Sum Price for each Bid Item shall constitute full compensation for all labor, materials, equipment, tools, transportation, installation, testing, cleanup, and incidentals necessary to complete the Work associated with that Bid Item.

B. 0101-001-000 – MOBILIZATION (LS)
   1. Mobilization shall be paid at the Contract Lump Sum Price.
   2. Payment shall include mobilization and demobilization of personnel, equipment, temporary facilities, and other activities required to establish and remove the CONTRACTOR's operations at the Project site.
   3. Payment shall be made in accordance with the applicable FDOT Standard Specifications.

C. 0102-001-000 – MAINTENANCE OF TRAFFIC (LS)
   1. Maintenance of Traffic shall be paid at the Contract Lump Sum Price.
   2. Payment shall include all temporary traffic and public-access control measures required for construction, including signs, barricades, channelizing devices, and maintenance thereof, as applicable.
   3. Payment shall include measures necessary to maintain closure of the boat ramp and construction area to public access during construction.

D. 0104-000-000 – SEDIMENT & EROSION CONTROL (LS)
   1. Sediment and Erosion Control shall be paid at the Contract Lump Sum Price.
   2. Payment shall include furnishing, installing, maintaining, replacing as necessary, and removing temporary erosion and sediment control measures required by the Contract Documents and applicable permits.

E. 0110-001-001 – CLEARING & GRUBBING (LS)
   1. Clearing and Grubbing shall be paid at the Contract Lump Sum Price.
   2. Payment shall include clearing, grubbing, removal and disposal of vegetation, roots, debris, existing improvements designated for removal, and other items within the limits of Work except where separate payment is provided under another Bid Item.

F. 0120-001-000 – EARTHWORK (LS)
   1. Earthwork shall be paid at the Contract Lump Sum Price.
   2. Payment shall include excavation, embankment, grading, hauling, disposal of excess or unsuitable material, furnishing suitable fill where required, compaction, and other earthwork necessary to establish the lines and grades shown on the Drawings, except where included under another Bid Item.

G. STANDARD FDOT PAY ITEMS

   The following items shall be measured and paid in accordance with the applicable FDOT Standard Specifications at the Contract Unit Price for the unit indicated in the Bid Schedule:

Pay Item	Description	Unit
0327-070-001	MILLING EXISTING ASPHALT PAVEMENT, 1” AVG DEPTH	SY
0334-001-013	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN
0425-001-341	INLETS, CURB, TYPE P-4, <10’	EA
0425-001-542	INLETS, DITCH BOTTOM, TYPE D, <10’	EA
0430-174-118	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 18” SD	LF
0520-002-002	CONCRETE CURB, TYPE B	LF
0522-002-000	CONCRETE SIDEWALK & DRIVEWAYS, 6” THICK	SY
0530-003-003	RIPRAP – RUBBLE, BANK AND SHORE	TN
0542-070-000	BUMPER GUARDS, CONCRETE	EA
0570-001-002	PERFORMANCE TURF, SOD	SY
0700-001-011	SINGLE POST, F&I GROUND MOUNT, UP TO 12 SF	AS
0700-001-050	SINGLE POST SIGN, RELOCATE	AS
0700-001-060	SINGLE POST SIGN, REMOVE	AS
0710-011-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24”	LF
0715-540-000	STREET LIGHTING MODIFICATIONS	EA
0914-550-003	FENCING – PEDESTRIAN BARRIER P3-4’, ROPE FENCE	LF

H. SPECIAL-02 – CRUSHED SHELL DRIVE AISLE (SY)
   1. Crushed Shell Drive Aisle shall be measured by the square yard of completed and accepted surface area.
   2. The Contract Unit Price shall constitute full compensation for furnishing, placing, grading, compacting, and finishing the crushed shell drive aisle to the lines, grades, thicknesses, and limits shown on the Drawings.
   3. Payment shall include crushed shell material and all labor, equipment, compaction, testing, and incidentals necessary for a complete installation. Earthwork paid separately under Item 0120-001-000 is excluded.

I. SPECIAL-03 – STABILIZED SOD PARKING (SY)
   1. Stabilized Sod Parking shall be measured by the square yard of completed and accepted parking area.
   2. The Contract Unit Price shall constitute full compensation for furnishing and constructing the stabilized sod parking section shown on the Drawings, including stabilization, preparation, sod, and other materials and Work necessary for a complete installation, except for earthwork paid separately under Item 0120-001-000.

J. SPECIAL-04 – CONCRETE BOAT RAMP PAVEMENT W/ V-GROOVE FINISH (SY)
   1. Concrete Boat Ramp Pavement with V-Groove Finish shall be measured by the square yard of completed and accepted concrete boat ramp pavement.
   2. The Contract Unit Price shall constitute full compensation for furnishing and constructing the concrete boat ramp pavement as shown on the Drawings, including concrete, reinforcement, forming, joints, V-groove finish, curing, and all labor, materials, equipment, and incidentals required for a complete installation.
   3. Sheet pile abutment and boat ramp footing paid separately under Special-05 and Special-06 are excluded.

K. SPECIAL-05 – SHEET PILE ABUTMENT (LS)
   1. Sheet Pile Abutment shall be paid at the Contract Lump Sum Price.
   2. The Contract Lump Sum Price shall constitute full compensation for furnishing and constructing the complete sheet pile abutment shown on the Drawings, including sheet piling, installation, cutting, connections, hardware, excavation, temporary works, and all other labor, materials, equipment, and incidentals required for a complete installation.
   3. Boat ramp pavement and Boat Ramp Footing paid separately under Special-04 and Special-06 are excluded.

L. SPECIAL-06 – BOAT RAMP FOOTING (LS)
   1. Boat Ramp Footing shall be paid at the Contract Lump Sum Price.
   2. The Contract Lump Sum Price shall constitute full compensation for furnishing and constructing the boat ramp footing shown on the Drawings, including concrete, reinforcement, forming, excavation, preparation, and all labor, materials, equipment, and incidentals required for a complete installation.
   3. Boat ramp pavement and Sheet Pile Abutment paid separately under Special-04 and Special-05 are excluded.

M. SPECIAL-01 – FLOATING DOCK SYSTEM (LS) – BID ALTERNATE NO. 1
   1. If Bid Alternate No. 1 is accepted by the OWNER, the Floating Dock System shall be paid at the Contract Lump Sum Price stated in the Bid.
   2. The Contract Lump Sum Price shall constitute full compensation for furnishing and installing the complete floating dock system shown and specified in the Contract Documents, including floating dock sections, gangway, anchorage/support system, connections, hardware, accessories, manufacturer-required components, installation, and all labor, materials, equipment, and incidentals required for a complete and functional system.
   3. Payment shall include required shop drawings, product data, manufacturer's instructions, warranties, and applicable closeout documentation.
   4. Work specifically paid under Special-04, Special-05, and Special-06 is excluded from this Bid Item.

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION NOT USED

END OF SECTION

SECTION 01 29 00

PAYMENT PROCEDURE

PART 1 GENERAL

1.01 SUMMARY

A. Payments to the CONTRACTOR shall be made on the basis of the Proposal Bid Forms as full and complete payment for furnishing materials, labor, tools and equipment, and for performing operations necessary to complete the Work included in the Contract Documents.

B. The prices stated in the Proposal include costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, other costs and expenses for performing and completing the work as shown on the details and specified herein.

1. The Basis of Payment for an item at the price shown in the Proposal Bid Form shall be in accordance with its description of the item in this Section and as related to the work specified.
2. Unit prices will be applied to the actual quantities furnished and installed in conformance with the Contract Documents.

C. Quotations for the various items of work are intended to establish a total price for completing the work in its entirety.

1. Should the CONTRACTOR feel that the cost for an item of work has not been established in the Proposal Bid Form or this Section, the cost for that Work shall be included in some other applicable Bid Item, so that the Proposal for the project reflects the total price for completing the work in its entirety.

1.02 MEASUREMENT

A. The quantities for payment under the Contract shall be full compensation determined by actual measurement of the completed items in place, ready for service and accepted by the OWNER, unless otherwise specified.

1. The OWNER will witness field measurements.

B. Linear measurements (such as pipe Items) and area measurements (such as surface restoration Items) shall be made in the horizontal plane, only.

1.03 LUMP SUM WORK

A. Items for which quantities are indicated “Lump Sum”, “L.S.”, or “Job”, shall be paid for at the price indicated in the Bid.

1. This payment shall be full compensation for the items of work and work appurtenant thereto.

B. When requested by the ENGINEER, submit to the ENGINEER, within 15 days after award of CONTRACT, a detailed schedule in triplicate, to be used only as a basis for determining progress payments on a lump sum contract or designated lump sum bid item.

1. This schedule shall equal the lump sum bid and shall be in the form and sufficiently detailed as to satisfy the ENGINEER that it correctly represents a reasonable apportionment of the lump sum.

1.04 PAYMENT

A. The quantities listed in the Bid schedule will not govern final payment.

1. Payment to the CONTRACTOR will be made only for actual quantities of Contract items constructed in accordance with the Drawings and Specifications.

2. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given in the Bid schedule, an adjustment in payment will be made.
3. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price.

B. Payment will not be made for excess material placed, materials wasted or disposed of in a manner not called for under the Contract.
1. This includes rejected material not unloaded from vehicles, material rejected after it has been placed, and material placed outside of the plan or payment limit lines.
2. No compensation will be allowed for disposing of rejected or excess material.

PART 2 PRODUCTS

A. The OWNER will not provide space or place to store materials for this Project.
1. No payment will be made for stored materials.

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 29 73

SCHEDULE OF VALUES

PART 1 GENERAL

1.01 SUMMARY

A. Submit to the ENGINEER a Schedule of Values allocated to the various portions of the Work, within fifteen (15) workdays after Notice of Award.

B. Upon request of the ENGINEER, support the values with data which will substantiate their correctness.

C. The Schedule of Values shall be used as the basis for the CONTRACTOR's Applications for Payment.

1.02 RELATED REQUIREMENTS

A. Conditions of the Contract – Division 00.

B. Applications and Certification for Payment – Division 01.

1.03 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Type schedule on an 8 1/2-inch by 11-inch or 8 1/2-inch by 14-inch white paper; CONTRACTOR's standard forms and automated printout will be considered for approval by the ENGINEER upon CONTRACTOR's request.

B. Identify schedule with:
   1. Title of Project and location
   2. ENGINEER and Project number
   3. Name and Address of CONTRACTOR
   4. Contract designation
   5. Date of submission

C. Schedule shall list the installed value of the component parts to include excavation, piping, paving, of the Work (as required) in sufficient detail to serve as a basis for computing values for progress payments during construction.

D. For the various portions of the Work:
   1. Each item shall include a directly proportional amount of the CONTRACTOR's overhead and profit.

E. The sum of values listed in the schedule shall equal the total Contract Sum.

F. Schedules are subject to ENGINEER's approval wherein additional line item detail may be required.

G. Submit current revision of the Schedule of Values with Application for Payment.

PART 2 PRODUCTS (Not Used)

PART 3 PRODUCTS (Not Used)

END OF SECTION

SECTION 01 29 76

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 SUMMARY

A. Submit Applications for Payment to the ENGINEER in accordance with the schedule established by Conditions of the Contract and Agreement Between OWNER and CONTRACTOR.

1.02 RELATED REQUIREMENTS

A. Agreement between OWNER and CONTRACTOR consisting of an approved payment schedule by the OWNER.

B. Conditions of the Contract: Progress Payments, Retainages, Final Payment, schedule of values, and Record Documents.

1.03 FORMAT AND DATA REQUIRED

A. Submit applications typed on forms provided by the ENGINEER, Application for Payment, with itemized data typed on 8½ inches by 14 inches white paper and continuation sheets.

B. Payment forms shall show significant detail to substantiate request.
   1. Additional details may be required by the ENGINEER.

1.04 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Application Form:
   1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
   2. Fill in summary of dollar value to agree with respective totals indicated on continuation sheets.
   3. Execute certification with signature of a responsible officer of CONTRACTOR's firm.

B. Continuation Sheets:
   1. Fill in total list of scheduled component items of work, with item number and scheduled dollar value for each item.
   2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
      a. Round off values to nearest dollar, or as specified.
   3. List each Change Order Number, and description, as for an original component item or work.
   4. Payment for Material and Equipment stored, but not yet incorporated into the Work, will not be allowed.

1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. When the OWNER or the ENGINEER requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:
   1. Project
   2. Application number and date
   3. Detailed list of enclosures

B. Submit one copy of data cover letter for each copy of application.

C. As a prerequisite for payment, submit a "Surety Acknowledgment of Payment Request" letter showing amount of progress payment that the CONTRACTOR is requesting.

D. Maintain an updated set of Project Drawings to be used as certified “As-Built” drawings in accordance with Division 01.
   1 As a prerequisite for monthly progress payments, submit the updated As-Built drawings for review by the ENGINEER per Division 01.

E. As a prerequisite for payment, submit monthly construction photographs in accordance with Division 01.

F. As a prerequisite for payment, submit monthly Construction Schedule in accordance with Division 01.

G. As a prerequisite for payment, submit monthly current Revision of the Schedule of Values in accordance with Division 01.

1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in Application form as specified for progress payments.

B. Use continuation sheet for presenting the final statement of accounting as specified in Division 01 - Contract Closeout.

C. Submit final record drawings.

1.07 SUBMITTAL PROCEDURE

A. Submit Applications for Payment to the ENGINEER at the times stipulated in the Agreement.

B. Number: Four (4) copies of each Application.

C. When the ENGINEER finds Application properly completed and correct, he will transmit certificate of payment to OWNER, with copy to CONTRACTOR.

PART 2 PRODUCTS (Not Used).

PART 3 EXECUTION (Not Used).

END OF SECTION

SECTION 01 31 19

PROJECT MEETINGS

PART 1 GENERAL

1.01 SUMMARY

A. The ENGINEER shall schedule and administer pre-construction meetings, periodic progress meetings, and specially called meetings throughout the progress of work.

B. For these meetings the ENGINEER shall:
   1. Prepare agenda for meetings.
   2. Make physical arrangements for meetings.
   3. Preside at meetings.
   4. Record the minutes; include significant proceedings and decisions.
   5. Reproduce and distribute copies of minutes within five (5) working days after each meeting.
      a. To participants in the meeting.
      b. To parties affected by decisions made at the meeting.

C. Representatives of CONTRACTOR, subcontractors, and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

D. The CONTRACTOR shall attend meetings to ascertain that work is executed consistent with Contract Documents and construction schedules.

1.02 RELATED SECTIONS

A. Instructions to Bidders - Division 00.

B. Scheduling of Construction - Division 01.

C. Shop Drawings, Working Drawings, and Samples - Division 01.

D. Project Record Documents - Division 01.

1.03 PRECONSTRUCTION MEETING

A. Schedule a pre-construction meeting no later than fifteen (15) days after date of Notice of Award.

B. Location: A central site, convenient for parties designated by the OWNER.

C. Attendance:
   1. OWNER's Representative.
   2. ENGINEER and his Professional Consultants.
   3. Resident Project Representative.
   4. CONTRACTOR's Superintendent.
   5. Major Subcontractors.
   6. Major Suppliers.
   7. Utilities.
   8. Others as appropriate.

D. Suggested Agenda:
   1. Distribution and discussion of:
      a. List of major subcontractors and suppliers.
      b. Projected Construction Schedule.
   2. Critical work sequencing/critical path scheduling.
   3. Major equipment deliveries and priorities.

4. Project Coordination.
    a. Designation of responsible personnel.
5. Procedures and processing of:
    a. Field decisions.
    b. Proposal requests.
    c. Submittals.
    d. Change Orders.
    e. Applications for Payments.
6. Adequacy of Distribution of Contract Documents.
7. Procedures for maintaining Record Documents.
8. Use of Premises:
    a. Office, Work, and Storage Areas.
    b. OWNER's Requirements.
9. Construction facilities, controls, and construction aids.
10. Temporary Utilities.
11. Maintenance of Traffic (MOT)

1.04 PROGRESS MEETINGS

A. Schedule regular periodic meetings.

B. The progress meetings will be held as required by progress of the work.

C. Hold called meetings as required by progress of the work.

D. Location of the meetings: convenient location as agreed by Owner and Contractor.

E. Attendance:
    1. ENGINEER, and his professional consultants as needed.
    2. CONTRACTOR's Superintendent.
    3. Subcontractors as appropriate to the agenda.
    4. Suppliers as appropriate to the agenda.
    5. Others as appropriate.
    6. OWNER’s Representative

F. Suggested Agenda:
    1. Review, approval of minutes of previous meeting.
    2. Review of work progress since previous meeting.
    3. Field observations, problems, conflicts.
    4. Problems which impede Construction Schedule.
    5. Review of off-site fabrication, delivery schedule.
    6. Corrective measures and procedures to regain projected schedule.
    7. Revisions to Construction Schedule.
    8. Progress, schedule, during succeeding work period.
    9. Coordination of schedules.
    10. Review submittal schedules; expedite as required.
    11. Maintenance of quality standards.
    12. Pending changes and substitutions.
    13. Review proposed changes for:
        a. Effect on Construction Schedule and on a completion date.
        b. Effect on other contracts of the Project.
    14. Other business.
    15. Construction schedule.

16. Critical/long lead items.

G. The CONTRACTOR is to study previous meeting minutes and current agenda items, in order to be prepared to discuss pertinent topics such as deliveries of materials and equipment and progress of work.

H. The CONTRACTOR is to provide a current submittal log at each progress meeting in accordance with Division 01.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 32 13

SCHEDULING OF CONSTRUCTION

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

A. Submit to the ENGINEER for approval, within fifteen (15) days after Notice of Award the estimated construction progress schedules for the work, with subschedules of related activities which are essential to its progress.

B. Submit revised progress schedules on a monthly basis.

C. No partial payments shall be approved by the ENGINEER until there is an approved construction progress schedule on hand.

D. An authorized representative of the CONTRACTOR's firm shall be designate and responsible for development and maintenance of the schedule and of progress and payment reports.

1. This representative of the CONTRACTOR shall have direct project control and complete authority to act on behalf of the CONTRACTOR's schedule.

1.02 RELATED REQUIREMENTS

A. Existing Conditions - Division 00
B. Summary of the Work - Division 01
C. Project Meetings - Division 01
D. Shop Drawings, Product Data, and Samples - Division 01
E. Work Restrictions - Division 01

1.03 FORM OF SCHEDULES

A. Prepare schedules in the form of a horizontal bar chart.

1. Provide separate horizontal bar for each trade or operation within each structure or item.
2. Horizontal time scale: In weeks from start of construction and identify the first work day of each month.
3. Scale and spacing: To allow space for notations and future revisions.
4. Minimum sheet size: 11 inches x 17 inches.

B. Format of listings: The chronological order of the start of each item of work.

C. Identification of listings: By major specification section numbers as applicable and structure.

D. Illustrate the expected progress payment for each month.

1.04 CONTENT OF SCHEDULES

A. Construction Progress Schedule:

1. Show the complete sequence of construction by activity.
2. Show the dates for the beginning of, and completion of, each major element of construction in no more than a two-week increment scale.
3. At a minimum, Specifically list:
   a. Site Clearing
   b. Underground Work
   c. Testing
   d. Restoration
   e. As-built Drawings

4. Show projected percentage of completion for each item, as of the first of each month.
5. Show projected dollar cash flow requirements for each month of construction.

B. Submittals Schedule for Shop Drawings, and Samples in accordance Division 01.
1. Show:
   a. The dates for CONTRACTOR's submittals.
   b. The dates submittals will be required for OWNER furnished products, if applicable.
   c. The dates approved submittals will be required from the ENGINEER.

C. Provide a list of long lead items (equipment and materials).

1.05 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submission.

B. Show changes occurring since previous submission of schedule:
1. Major changes in scope.
2. Activities modified since previous submission.
3. Revised projections of progress and completion.
4. Other identifiable changes.

C. Provide a narrative report as needed to define:
1. Problem area, anticipated delays, and the impact on the schedule.
2. Corrective action recommended, and its effect.
3. The effect of changes on schedules of other prime CONTRACTORs.

1.06 SUBMISSIONS

A. Submit initial schedules to the ENGINEER within fifteen (15) days after the effective date of the Agreement.
1. The ENGINEER will review schedules and return review copy within twenty-one (21) days after receipt.
2. If required, resubmit within seven (7) days after return of review copy.

B. Submit 4 copies of revised monthly progress schedules with that month's application for payment.

1.07 DISTRIBUTION

A. Distribute copies of reviewed schedules to:
1. ENGINEER (Two Copies)
2. Job Site File
3. Subcontractors
4. Other Concerned Parties
5. OWNER (Two copies)

B. Instruct recipients to report promptly to the CONTRACTOR, in writing, any problems anticipated by the projections shown in the schedule.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 32 36

CONSTRUCTION PHOTOGRAPHS AND VIDEO RECORDING

PART 1 GENERAL

1.01 SUMMARY

A. Employ competent photographer to take construction record photographs for preconstruction conditions, periodically during course of Work, and post-construction.

B. Employ competent video recording professional to take pre-construction, existing conditions video record.

1.02 RELATED SECTIONS

A. Application for Payment - Division 01.

B. Project Record Documents - Division 01.

1.03 PHOTOGRAPHY REQUIRED

A. Provide photographs taken on cutoff date for each scheduled Application for Payment.

B. View and Quantities Required:

1. Take a minimum of 12 digital pictures of the site and adjacent property at pre-construction, monthly, and post-construction.

1.04 COSTS OF PHOTOGRAPHER

A. The CONTRACTOR to pay all costs for specified photography and prints.

1.05 VIDEO REQUIRED

A. Prior to work commencement, provide continuous color audio-video tape recording taken along the entire length of the individual project work sites to serve as a record of pre-construction conditions.

1. The purpose of creating this record is to be able to fairly establish the prework condition that the CONTRACTOR must protect or restore after the facilities are installed.
2. It is in the CONTRACTOR's interest that this record be as inclusive as possible, to protect the CONTRACTOR and the OWNER from spurious claims of private and public property damaged by the CONTRACTOR's operations.
3. No construction shall begin prior to review and approval of the tapes covering the construction area by the ENGINEER.
4. The ENGINEER shall have the authority to reject video tape not conforming to the specifications and order that it be redone at no additional charge.
5. Reschedule unacceptable coverage within five (5) days after being notified.
6. The ENGINEER shall designate those areas, if any, to be omitted from or added to the audio-video coverage.
7. Tape recordings shall not be made more than thirty (30) days prior to construction in any area.
8. Tapes and written records shall become the property of the OWNER.

PART 2 PRODUCTS

2.01 DIGITAL PHOTOGRAPHS

A. Color:
   1. Paper: Single weight, color print paper
   2. Finish: Smooth surface, glossy
   3. Size: 4-inch x 6-inch (minimum), 8 1/2-inch x 11-inch (maximum)

B. Identify each print on back, listing:
   1. Name of Project
   2. Orientation of View
   3. Date and time of exposure
   4. Name and address of photographer
   5. Photographer's numbered identification of exposure.
   6. CD of digital photos labeled with date and project number.

2.02 VIDEO EQUIPMENT

A. Furnish equipment, accessories, materials and labor to perform this service.

B. Provide bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of imperfection.
   1. 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.

C. The color video used in the recording system shall be high definition 1080p (HD) DVD/CD format with the ability to view videotaped site conditions directly.

2.03 VIDEO MEASUREMENT AND PAYMENT

A. Payment for the work in this section shall be included as part of the appropriate lump sum bid prices stated in the Proposal Bid Form.

2.04 VIDEO TAPES

A. All site condition videotaping shall be performed in high definition (HD) quality.
   1. Video tapes shall become the property of the OWNER.

PART 3 EXECUTION

3.01 TECHNIQUE

A. Factual presentation

B. Correct exposure and focus
   1. High resolution and sharpness
   2. Maximum depth-of-field
   3. Minimum distortion

3.02 PHOTOGRAPHIC VIEWS REQUIRED

A. Photograph from locations to adequately illustrate condition of construction and state of progress.
   1. At successive periods of photography, take at least one photograph from the same overall view as previously.

2. Consult with the ENGINEER at each period of photography for instructions concerning views required.

3.03 DELIVERY OF PRINTS

A. Deliver two (2) sets of prints and a CD of digital photos to the ENGINEER to accompany each Application for payment.

3.04 RECORDED INFORMATION - AUDIO

A. The audio track shall consist of an original live recording of the narrative commentary of the person videotaping the work sites.
   1. The tape shall begin with the current date, project name, and municipality and each section of the tape will have the general location, i.e., Construction Work Section, name of street, house address, viewing side, and direction of progress for each individual work site.

3.05 RECORDED INFORMATION - VIDEO

A. The video track shall consist of taping the pre-construction surface conditions of each individual work site for the Piping System Improvements.
   1. The videotaping shall show the full extents of the surface conditions from close-up and in the distance, both directly along the route of the work and the conditions to the sides of the work zones (i.e.; curbs, sidewalks, ditches and culverts, utility features, fences, bushes, trees and other landscaped features in and near yards, structures which could be impacted by the work).
   2. The person videotaping the site conditions shall use good photographic procedures and practices, such as steady handling of the video recorder, taping with their back to the position of the sun, refraining from taping in poor lighting, rain or other adverse weather conditions or moving the video camera too quickly.

3.06 SUBMITTAL OF TAPES

A. Audio-visual tape recordings of the pre-construction surface conditions of each individual work site shall be submitted to the ENGINEER.
   1. Acceptable tapes will be turned over to the OWNER by the ENGINEER.
   2. Acceptance of a videotape record by the ENGINEER will not relieve the CONTRACTOR of any liability he may incur by his failure to document a pre-work fault or defect that he may later be accused of causing.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Prepare and submit documentation to support material, equipment, and work as required by the Contract Documents.

B. Individual specification sections in these Contract Documents may contain additional and special submittal requirements.

1. The OWNER reserves the right to direct and modify the procedures and requirements for submittals as necessary to accomplish the specific purpose of each submittal.
2. Should the CONTRACTOR be in doubt as to the procedure, purpose, or extent of submittal, he should direct his inquiry to theENGINEER.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 HEADWAY

A. Unless otherwise specified or instructed, submittals under this contract shall be directed to the ENGINEER.

3.02 ADMINISTRATIVE SUBMITTALS

A. Provide submittals specified in The Bid Documents, the General Conditions, as may be specifically required in other parts of the Contract Documents, and as requested by the ENGINEER.

3.03 TECHNICAL SUBMITTALS

A. Miscellaneous

1. Requirements in this section are in addition to specific requirements for submittals specified in other Divisions and Sections of these Contract Documents.
2. Submitted data shall be fully sufficient in detail for determination of compliance with the Contract Documents.
3. Review, acceptance of substitutions, schedules, shop drawings, lists of materials, and procedures submitted or requested by the CONTRACTOR shall not add to the contract amount and additional costs which may result therefrom shall be solely the obligation of the CONTRACTOR.
4. The OWNER is not precluded, by virtue of review, acceptance, or approval from obtaining a credit for construction savings resulting from allowed concessions in the work or supply of equipment and materials.
5. The OWNER shall have no responsibility for the provision of engineering or other services to protect the CONTRACTOR from additional costs accruing from approvals or submittals.
6. No equipment or material for which listings, drawings, or descriptive material is required shall be purchased, fabricated, or installed until the ENGINEER has, on hand, copies of approved lists, and the appropriately stamped final shop drawings.
7. Submittals will be acted upon by the ENGINEER as promptly as possible and returned to the

CONTRACTOR not later than the time allowed for review in the Shop Drawing Submittal Procedure.

8. Delays caused by the need for resubmittals shall not constitute reason for extension of the contract time.

3.04 SHOP DRAWING SUBMITTAL PROCEDURE

A. The Contract Documents outlines general guidelines regarding submittal and approval of shop drawings.

1. This section is intended to furnish details of the contents, identification, and final record requirements of shop drawings.

B. Shop Drawing Requirements

1. Shop drawings as referred to herein, shall include shop drawings and other submittals for both shop and field-fabricated items.

2. Shop drawing submittals must contain a cover sheet with the following (minimum) information: CONTRACTOR's stamp of review/approval, date of submittal, submittal number, list of all items/components being submitted, dividers between sections separating each submittal item with room for engineer's stamp of review.

   Submittals not containing all minimum required information will be deemed incomplete and returned to CONTRACTOR without review.

3. The ENGINEER will review a submittal/resubmittal a maximum of three (3) times after which cost of review will be borne by the CONTRACTOR. The cost of ENGINEERING shall be equal to the ENGINEER's charges to the OWNER under the terms of the ENGINEER's agreement with the OWNER. OWNER may deduct the amount of such compensation from the final payment to the CONTRACTOR.

4. Submit, as applicable, the following for prefabricated or manufactured structural, mechanical, electrical, and plumbing equipment and materials:

   a. Shop drawings or Equipment drawings including dimensions, size and location of connections and weight of equipment.

   b. Catalog information and cuts.

      1) Each separate catalog, brochure, or single page submitted shall have identification noted herein.

      2) Catalogs or brochures submitted containing multiple items for approval, need the identification only on the exterior.

      3) In these cases, the identification shall include the page and catalog item numbers.

   c. Setting plans or installation drawings for equipment, drives, and bases.

   d. Supporting calculations for equipment and associated supports, or hangers required or specified to be designed by equipment manufacturers.

   e. Complete manufacturer's specifications, including materials description and paint system.

   f. List of materials and supplies furnished with the equipment.

   g. Special handling instructions.

   h. Requirements for storage and protection prior to installation.

   i. Requirements for routine maintenance required prior to start up.

   j. List of requested exceptions to the Contract Documents.

C. Identification Data:

1. Submittals for approval shall have the following identification data, as applicable, contained thereon or permanently adhered thereto:

   a. Project name and location.

   b. Job number.

c. Subcontractor's vendor's and/or manufacturer's name and address.
d. Product identification.
e. Shop drawing title, drawing number, revision number, date of drawing and revision.
f. Applicable contract drawings and specification section numbers.
g. Vacant space 6 inches by 4 inches shall be provided to receive the ENGINEERs review stamp.

2. Catalog data ("cut sheets")
   a. Each separate catalog, brochure, or single page submitted shall have the identification required hereinbefore.
   b. Catalogs or brochures submitted containing multiple items for approval need the identification only on the exterior.
      1) In this instances the identification shall include page and catalog item numbers.

D. CONTRACTOR's Responsibility
1. Submittal of shop drawing or catalog data, bearing the CONTRACTOR's approval stamp, represents that the CONTRACTOR has determined and verified field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, or will do so, and that he has checked and coordinated each item with other applicable approved shop drawings and the contract requirements.
   a. Shop drawings and catalog data submitted without the CONTRACTOR's stamp of approval will be returned to the CONTRACTOR without review.
2. Approval of shop drawings, samples, or catalog data by the ENGINEER shall not authorize deviation from the requirement of the Contract Documents nor shall this approval relieve the CONTRACTOR from responsibility for errors or omissions therein.

E. Shop Drawing Review
1. The ENGINEER shall have ten (10) working days to review shop drawings.
   a. In this case, working days shall be defined as days in which the ENGINEER's office is open for regular business.

3.05 FINAL SHOP DRAWINGS TO BE SUBMITTED TO OWNER

A. Complete sets of reproducible final shop drawings shall be submitted to the ENGINEER before, or at the time of, delivery of equipment to the site.

3.06 RECORD DRAWINGS

A. The CONTRACTOR will prepare a set of record drawings for the project which will include the changes made in materials, equipment locations, and dimensions of the work.
1. Each month, or as otherwise agreed, submit to the ENGINEER a current listing and description of each change incorporated into the work since the preceding submittal.
2. At the end of the project, submit to the ENGINEER Contract Documents showing required as-built information and deviations from the Drawings and Specifications as required in Project Closeout - Division 01 and Section 01 78 39 Project Record Documents.

END OF SECTION

SECTION 01 33 23

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 GENERAL

1.01 SUMMARY

A. Submit to the ENGINEER for review, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

1. ALL SHOP DRAWING SUBMITTALS MUST CONTAIN A COVER SHEET WITH THE FOLLOWING (MINIMUM) INFORMATION: CONTRACTOR's stamp of review/approval, date of submittal, submittal number, list of all items/components being submitted, dividers between sections separating each submittal item with room for engineer's stamp of review. Submittals not containing all minimum required information will be deemed incomplete and returned to CONTRACTOR without review.

B. Submit five (5) copies of shop drawings or other data to the ENGINEER.

1. Electronic submittals via email will also be accepted.

C. Submit to the ENGINEER a complete list of preliminary data for which shop drawings are to be submitted.

1. Submit within fourteen (14) calendar days after the effective date of the Notice to Proceed.
2. Included in this list shall be the names of proposed manufacturers furnishing specific items.

D. Review of this list by the ENGINEER shall in no way expressed or implied relieve the CONTRACTOR from submitting complete shop drawings and providing materials, equipment, fully in accordance with the Specifications.

E. Maintain an accurate updated submittal log and bring this log to each scheduled progress meeting with the OWNER and ENGINEER.

1. This log should include the following items:
   a. Submittal-Description and Number assigned.
   b. Date to ENGINEER.
   c. Date returned to CONTRACTOR (from ENGINEER).
   d. Status of Submittal (Approved/Resubmit/Rejected).
   e. Date of Resubmittal and Return (as applicable).
   f. Date material released (for fabrication).
   g. Projected date of fabrication.
   h. Projected date of delivery to site.
   i. Status of O & M submittal.

F. Designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed shop drawings, Working Drawings and Samples will be needed.

1.02 RELATED SECTIONS

1. Standard General Conditions of the Construction Contract - Division 00.
2. Scheduling of Construction - Division 01.
3. Material and Equipment - Division 01.
4. Project Record Documents - Division 01.
5. Operating and Maintenance Data - Division 01.

1.03 CONTRACTOR'S RESPONSIBILITY

A. Check drawings, data and samples prepared by or for him before submitting them to the ENGINEER for review.
   1. The drawings and data sheets shall bear CONTRACTOR's stamp.
      a. The CONTRACTOR's un-stamped or improperly stamped drawings and data sheets will be returned to the CONTRACTOR for conformance with this requirement.
   2. Shop drawings shall indicate deviations in the submittal from requirements of the Contract Documents.

B. Determine and verify:
   1. Field measurements
   2. Field construction criteria
   3. Catalog numbers and similar data
   4. Conformance and Specifications

C. Furnish the ENGINEER a schedule of shop drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment.
   1. This schedule shall indicate those that are critical to the progress schedule.

D. Begin no work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the ENGINEER approved.

E. Submit to the ENGINEER drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the ENGINEER receives them.

F. Submit five (5) copies of descriptive or product data submittals to complement shop drawings for the ENGINEER plus the number of copies which the CONTRACTOR requires.
   1. Blueprint shop drawings shall be submitted with one (1) set of reproducible and four (4) sets of print.
   2. The ENGINEER will review the drawings and return to the CONTRACTOR the set of marked-up drawings with appropriate review comments.

G. Accept responsibility for and bear cost of damages which may result from the ordering of material or from proceeding with part of work prior to the review by ENGINEER of the necessary shop drawings.

1.04 ENGINEER'S REVIEW OF SHOP DRAWINGS

A. The ENGINEER's review of drawings, data and samples submitted by the CONTRACTOR will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
   1. The ENGINEER's review will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown.

B. The review of drawings and schedules will be general, and shall not be construed:
   1. as permitting departure from the Contract requirements;
   2. as relieving the CONTRACTOR of responsibility for errors, including details, dimensions, and materials;
   3. as approving departures from details furnished by the ENGINEER, except as otherwise provided herein.

C. If the drawings or schedule as submitted describe variations and show a departure from the Contract requirements which ENGINEERs finds to be in the interest of the OWNER and to be

minor as not to involve a change in the Contract Price or time for performance, the ENGINEER may return the reviewed drawings without noting an exception.

D. When reviewed by the ENGINEER, each of the shop drawings will be identified as having received such review being so stamped and dated.
   1. Shop drawings stamped "REJECTED" and with required corrections shown will be returned to the CONTRACTOR for correction and resubmittal.

E. Resubmittals will be handled in the same manner as the first submittals.
   1. On resubmittals, direct specific attention, in writing or on resubmitted shop drawings, to revisions other than the corrections requested by the ENGINEER on previous submissions.
   2. Make corrections required by the ENGINEER.

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

G. The ENGINEER will review a submittal/resubmittal a maximum of three (3) times after which cost of review will be borne by the CONTRACTOR.
   1. The cost of ENGINEERING shall be equal to the ENGINEER's charges to the OWNER under the terms of the ENGINEER's agreement with the OWNER.
   2. OWNER may deduct the amount of such compensation from the final payment to the CONTRACTOR.

H. When the shop drawings have been approved, carry out the construction in accordance therewith and make no further changes therein except upon written instructions from the ENGINEER.

I. No partial submittals will be reviewed.
   1. Submittals not complete will be returned to the CONTRACTOR and will not be considered "Rejected" until resubmitted.

1.05 SHOP DRAWINGS

A. When used in the Contract Documents, the term "shop drawings" shall be considered to mean CONTRACTOR's plans for material and equipment which become an integral part of the Project.
   1. These drawings shall be complete and detailed.
   2. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams.
   3. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required Shop.

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

C. Each shop drawing, shall have a blank area 4 inches by 4 inches, located adjacent to the title block.
   1. The title block shall display the following:
      a. Number and title of the drawing.
      b. Date of drawing or revision.
      c. Name of project building or facility.
      d. Name of CONTRACTOR and subcontractor submitting drawing.
      e. Clear identification of contents and location of work.
      f. Specification title and number.

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

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

F. For mechanical and electrical equipment furnished, provide a list including the equipment name, address and telephone number of the manufacturer's representative and service company so that service and spare parts can be readily obtained.
   1. Submit along with each shop drawing submittal a maintenance and lubrication schedule for each piece of equipment.

G. Manufacturers or equipment supplier who propose to furnish equipment or products under Divisions 01, 03, 09, 13, and 33 shall submit an installation list to the ENGINEER along with the required shop drawings.
   1. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

H. Only the ENGINEER will utilize the color "red" in marking shop drawing submittals.

I. Before final payment is made, furnish to ENGINEER two (2) sets of record shop drawings clearly revised, complete and up to date showing the permanent construction as actually made for reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.06 WORKING DRAWINGS

A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the CONTRACTOR's plans for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false-work; for underpinning; and for such other work as may be required for construction, but does not become an integral part of the project.

B. Submit copies of working drawings to the ENGINEER where required by the Contract Documents or requested by the ENGINEER.
   1. Submit at least thirty (30) calendar days (unless otherwise specified by the ENGINEER) in advance of their being required for work.

C. Working drawings shall be signed by a Registered Professional ENGINEER, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use.
   1. Prior to commencing such work, working drawings must have been reviewed without specific exceptions by the ENGINEER, which review will be for general conformance and will not relieve the CONTRACTOR in way from his responsibility with regard to the fulfillment of the terms of the Contract.
   2. Risks of error are assumed by the CONTRACTOR; the OWNER and ENGINEER shall have no responsibility therefore.

1.07 SAMPLES

B. Furnish, for the approval of the ENGINEER, samples required by the Contract Documents or requested by the ENGINEER.
   1. Samples shall be delivered to the ENGINEER as specified or directed.
   2. Prepay shipping charges on samples.
   3. Materials or equipment for which samples are required shall not be used in work until approved by the ENGINEER.

C. Samples shall be of sufficient size and quantity to clearly illustrate:
   1. Functional characteristics of the product, with integrally related parts and attachment devices.
   2. Full range of color, texture and pattern.
   3. A minimum of two samples of each item shall be submitted.

D. Each sample shall have a label indicating:
   1. Name of Project
   2. Name of CONTRACTOR and Subcontractor
   3. Material or Equipment Represented
   4. Place of Origin
   5. Name of Producer and Brand (if any)
   6. Location in Project
   7. Samples of finished materials shall have additional marking that will identify them under the finished schedules.

E. Prepare a transmittal letter in triplicate for each shipment of samples.
   1. Enclose a copy of the transmittal letter with the shipment and send a copy of this letter to the ENGINEER.
   2. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify Contract requirements.

F. Approved samples not destroyed in testing shall be sent to the ENGINEER or stored at the site of the work.
   1. Approved samples of the hardware in good condition will be marked for identification and may be used in the work.
   2. Materials and equipment incorporated in work shall match the approved samples.
   3. Samples which failed testing or were not approved samples will be returned to the CONTRACTOR at his expense, if so, requested at time of submission.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used).

END OF SECTION

SECTION 01 43 23

CONTRACTOR'S QUALIFICATIONS

PART 1 GENERAL

1.01 SUMMARY

A. This section defines the minimum qualifications necessary for a contractor to bid the project as defined in Section 01 11 00.

B. Provide Questionnaire as included in the Bid Form, signed as part of the bid documentation.

1.02 RELATED SECTIONS

A. General Conditions

B. Supplemental General Conditions

C. Summary of Work - Section 01 11 00

1.03 Quality Assurance

A. CONTRACTOR attests and swears that the Contractor for this project is:

1. A Florida Licensed General Contractor or Underground Utility and Excavation Contractor.
2. In full compliance with Florida regulations governing the applicable contractor license.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL

PART 1 GENERAL

1.01 SUMMARY

A. This section defines the CONTRACTOR's responsibilities regarding inspection of the work by the ENGINEER and/or third parties, tests on materials supplied for the work and completed portions of the work, schedules to be submitted by the CONTRACTOR including specific instructions covering the beginning and completion of each portion of the work and monthly reports to be submitted by the CONTRACTOR regarding progress to date and adjustments to previously submitted work schedules.

B. The work and reports set forth in this section shall not be taken to exclude other requirements as specified in other sections of the Contract Documents, as instructed by the ENGINEER or other incidentals necessary to complete the work in accordance with the plans and schedules.

1.02 RELATED SECTIONS

A. General Conditions

B. Supplemental General Conditions

C. Technical Specifications.

D. Submittal Procedure - Division 01.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 INSPECTIONS

A. Provide continuous safe access to the work for the OWNER, ENGINEER, and their authorized representatives.

B. If the specifications, the ENGINEER's instructions, laws, ordinances, or public authority require work to be specially tested or approved, give timely notice of its readiness for inspection.

1. Inspections to be conducted by the ENGINEER will be made promptly and where practicable, at the source of supply.
2. If work should be covered up without approval or consent of the ENGINEER, it shall if required by the ENGINEER, be uncovered for examination at the CONTRACTOR's expense.

C. Reexamination of questioned work may be ordered by the ENGINEER, and if so ordered, the work shall be uncovered by the CONTRACTOR.

1. If this work is found to be in accordance with the Contract Documents, the OWNER will pay the cost of reexamination and replacement.
2. If this work is found not to be in accordance with the Contract Documents, correct the defective work and the cost of reexamination and correction of the defective work shall be paid by the CONTRACTOR.

D. When the CONTRACTOR's work requires inspection or test, notify the ENGINEER twenty-four (24) hours in advance of required tests or inspections.

1. Cooperate with the testing laboratory's representatives by giving ample notice of time,

location and extent of work to be inspected or tested, by performing concrete slump tests, preparing concrete and other samples as instructed and by providing necessary facilities at the project site or in the shop for the testing agency.

3.02 TESTS

A. Furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining the same, as requested by the ENGINEER.
   1. When required, Furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

B. Give the ENGINEER ample advance notice of appropriate times for tests.
   1. Specified tests will be approved and supervised by the ENGINEER.
   2. When specific inspections or tests are required, the work involved shall not proceed beyond that point until the ENGINEER has made or waived inspections or tests.

3.03 EXECUTION

A. Time is of the essence for the time of beginning, rate of progress, and time of completion of the work within this Contract.
   1. The work shall be executed as may be required to complete the project as contemplated in the Contract Documents and the approved construction schedule.

B. Within fifteen (15) days after the award of the Contract, submit to the ENGINEER, in triplicate, a listing of subcontractors, manufacturers, and suppliers who will be participating in the construction or who will be supplying materials and/or equipment for the project.
   1. The address of each firm shall be listed and type of material furnished or work performed.

END OF SECTION

SECTION 01 45 16.13

CONTRACTOR'S QUALITY CONTROL

PART 1 GENERAL

1.01 SUMMARY

A. Furnish personnel and equipment which will be efficient appropriate and of sufficient quantity to secure a satisfactory quality of work and a rate of progress which will ensure the completion of the work within the time stipulated in the Proposal.

1. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate or insufficient for securing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order.
2. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to secure the quality of the work and rate of progress required.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 COOPERATION WITHIN THIS CONTRACT

A. Firms or persons authorized to perform any work under this Contract shall cooperate with the General CONTRACTOR and his subcontractors or trades and shall assist in incorporating the work of other trades where necessary or required.

B. Cutting and patching, drilling and fitting shall be carried out where required by the trade or subcontractor having jurisdiction, unless otherwise indicated herein or directed by the ENGINEER.

3.02 PROTECTION OF CONSTRUCTION AND EQUIPMENT

A. Protect newly constructed work from damage.

1. Reconstruct damaged work at no additional cost to OWNER.
2. No wheeling, walking, or placing of heavy loads on it shall be allowed.

B. Protect structures in a manner approved by the ENGINEER.

1. Should any of the floors or other parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER.
2. Special attention is directed to substructure bracing requirements described in Division 02.
3. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required.
4. Assume responsibility for the satisfactory maintenance and repair of the construction and other work undertaken herein, for at least the guarantee period described in the contract.

C. Take necessary precaution to prevent damage to any structure due to water pressure during and after construction and until such structure is accepted and taken over by the OWNER.

END OF SECTION

SECTION 01 50 00

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. General Requirements

B. Related Sections

C. Temporary Utilities

D. Temporary Construction

E. Barricades and Enclosures

F. Security

G. Temporary Controls

1.2 RELATED SECTIONS

A. Section 01 11 00 – Summary of Work

B. Section 02 05 00 – Connection to Existing Systems

1.3 GENERAL REQUIREMENTS

A. Plant and Facilities: Furnish, install, maintain and remove all false work, scaffolding, ladders, hoist ways, braces, pumping plants, shields, trestles, roadways, sheeting, centering forms, barricades, drains, flumes, and the like, any of which may be needed in the construction of any part of the Work and which are not herein described or specified in detail. Accept responsibility for the safety and efficiency of such works and for any damage that may result from their failure or from their improper construction, maintenance or operation.

B. First Aid: Maintain a readily accessible, completely equipped first aid kit at each location where work is in progress.

C. Safety Responsibility: Accept sole responsibility for safety and security at the site. Indemnify and hold harmless the CITY and the City's Manager or designee, including the ENGINEER, for any safety violation, or noncompliance with governing bodies and their regulations, and for accidents, deaths, injuries, or damage at the site during occupancy or partial occupancy of the site by CONTRACTOR's forces while performing any part of the Work.

D. Hazard Communication: Furnish two copies of the CONTRACTOR's Hazard Communication Program required under OSHA regulations before beginning on site activities. Furnish two copies of amendments to Hazard Communications Program as they are prepared.

1.4 TEMPORARY UTILITIES

A. Water: Provide all necessary and required water without additional cost, unless otherwise specified. If necessary, provide and lay water lines to the place of use; secure all necessary permits; pay for all taps to water mains and hydrants and for all water used at the established rates.

B. Light and Power: Provide without additional cost to the CITY temporary lighting and power facilities required for the proper construction and inspection of the Work. If, in the ENGINEER's opinion, these facilities are inadequate, do NOT proceed with any portion of the Work affected thereby. Maintain temporary lighting and power until the Work is accepted.

C. Heat: Provide temporary heat, whenever required, for work being performed during cold weather to prevent freezing of concrete, water pipes, and other damage to the Work or existing facilities.

D. Sanitary Facilities: Provide sufficient sanitary facilities for construction personnel. Prohibit and prevent nuisances on the site of the Work or on adjoining property. Discharge any employee who violates this rule. Abide by all environmental regulations or laws applicable to the Work.

1.5 TEMPORARY CONSTRUCTION

A. Bridges: Design and place suitable temporary bridges where necessary for the maintenance of vehicular and pedestrian traffic. Assume responsibility for the sufficiency and safety of all such temporary work or bridges and for any damage that may result from their failure or their improper construction, maintenance, or operation. Indemnify and save harmless the CITY and the CITY's representatives from all claims, suits or actions, and damages or costs of every description arising by reason of failure to comply with the above provisions.

1.6 BARRICADES, LIGHTS AND ENCLOSURES

A. Protection of Workmen and Public: Effect and maintain at all times during the prosecution of the Work, barriers, lights and enclosures necessary for the protection of workmen and the public. Perform all work within the County right-of-way in strict accordance with applicable statutory requirements.

B. Provide suitable barricades, lights, signs and watchmen at excavation sites and all other places where the Work causes obstructions to normal traffic or constitutes in any way a hazard to the public.

1.7 SECURITY

A. Preservation of Property:

1. Preserve from damage, all property along the line of the Work, in the vicinity of or in any way affected by the Work, the removal or destruction of which is not called for by the Drawings. Preserve from damage, public utilities, trees, lawn areas, building monuments, fences, pipe and underground structures, and public streets. Note: Normal wear and tear of streets resulting from legitimate use by the CONTRACTOR are not considered as damage. Whenever damages occur to such property, immediately restore to its original condition. Costs for such repairs are incidental to the Contract.

2. In case of failure on the part of the CONTRACTOR to restore property or make good on damage or injury, the City Manager or designee may, upon 24 hours written notice, 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. If removal, repair or replacement of public or private property is made necessary by alteration of grade or alignment authorized by the City Manager or designee and not contemplated by the Contract Documents, the CONTRACTOR will be compensated, in accordance with the General Conditions, provided that such property has not been damaged through fault of the CONTRACTOR or the CONTRACTOR's employees.

B. Public Utility Installations and Structures:

1. Public utility installations and structures include all poles, tracks, pipes, wires, conduits, vaults, valves, hydrants, manholes, and other appurtenances and facilities, whether owned or controlled by public bodies or privately owned individuals, firms or corporations, used to serve the public with transportation, gas, electricity, telephone, storm and sanitary sewers, water, or other public or private utility services. Facilities appurtenant to public or private property that may be affected by the Work are deemed included hereunder.

2. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. Existing public utility installations and structures are indicated on the Drawings only to the extent such information was made available to, or found by, the ENGINEER in preparing the Drawings. These data are not guaranteed for completeness or accuracy, and the CONTRACTOR is responsible for making necessary investigations to become fully informed as to the character, condition, and extent of all public utility installations and structures that may be encountered and that may affect the construction operations.
3. Before starting construction, identify and mark all existing valves and maintain access to the valves at all times during construction.
4. Contact utility locating service sufficiently in advance of the start of construction to avoid damage to the utilities and delays to the completion date.
5. If existing utilities are damaged during the Work, immediately notify the owner of the affected utility. In coordination with or as directed by the owner, remove, replace, relocate, repair, rebuild, and secure any public utility installations and structures damaged as a direct or indirect result of the Work under this Contract. Costs for such work are incidental to the Contract. Be responsible and liable for any consequential damages done to or suffered by any public utility installations or structures. Assume and accept responsibility for any injury, damage, or loss that may result from or be consequent to interference with, or interruption or discontinuance of, any public utility service.
6. At all times in the performance of Work, employ proven methods and exercise reasonable care and skill to avoid unnecessary delay, injury, damage, or destruction to public utility installations and structures. Avoid unnecessary interference with, or interruption of, public utility services. Cooperate fully with the owners thereof to that end.
7. Provide notice to the City Manager or designee of any proposed connections to existing utilities, interruptions of service or shutdowns in accordance with Section 02 05 00. Give written notice to the owners of all public utility installations and structures affected by proposed construction operations sufficiently in advance of breaking ground in any area or on any unit of the Work, to obtain their permission before disrupting the lines and to allow them to take measures necessary to protect their interests. Advise the Transportation Operations Department, Fire and Rescue Services of any excavation in public streets or the temporary shut-off of any water main. Provide at least 48 hours notice to all affected property owners whenever service connections are taken out of service.

C. Miscellaneous Structures: Assume and accept responsibility for all injuries or damage to culverts, building foundations and walls, retaining walls, or other structures of any kind met with during the prosecution of the Work. Assume and accept liability for damages to public or private property resulting therefrom. Adequately protect against freezing all pipes carrying liquid.

1.8 TEMPORARY CONTROLS

A. During Construction:
1. Keep the site of the Work and adjacent premises free from construction materials, debris, and rubbish. Remove this material from any portion of the site if such material, debris, or rubbish constitutes a nuisance or is objectionable.
2. Remove from the site all surplus materials and temporary structures when they are no longer needed.
3. Neatly stack construction materials such as concrete forms and scaffolding when not in use. Store pipe to be incorporated into the Work in accordance with AWWA standards. Promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solutions from surfaces to prevent marring or other damage.
4. Properly store volatile wastes in covered metal containers and remove from the site daily.

5. Do not bury or burn on the site or dispose of into storm drains, sanitary sewers, streams, or waterways, any waste material. Remove all wastes from the site and dispose of in a manner complying with applicable ordinances and laws.

B. Smoke Prevention:
   1. Strictly observe all air pollution control regulations.
   2. Open fires will be allowed only if permitted under current ordinances.

C. Noises:
   1. In accordance with the CITY's Noise Ordinance, maintain acceptable noise levels in the vicinity of the Work. Limit noise production to acceptable levels by using special mufflers, barriers, enclosures, equipment positioning, and other approved methods.
   2. Supply written notification to the City Manager or designee sufficiently in advance of the start of any work that violates this provision. Proceed only when all applicable authorizations and variances have been obtained in writing.

D. Hours of Operation:
   1. Hours of operation of construction equipment shall be as described in Section 00 73 00 "Special Conditions" **Item 1, page 00 73 00-1**. Obtain written consent from the City Manager or designee for operation of construction equipment during any other period.
   2. Do not carry out non-emergency work, including equipment moves, on Sundays without prior written authorization by the City Manager or designee.

E. Dust Control:
   1. Take measures to prevent unnecessary dust. Keep earth surfaces exposed to dusting moist with water or a chemical dust suppressant. Cover materials in piles or while in transit to prevent blowing or spreading dust.
   2. Adequately protect buildings or operating facilities that may be affected adversely by dust. Protect machinery, motors, instrument panels, or similar equipment by suitable dust screens. Include proper ventilation with dust screens.

F. Temporary Drainage Provisions:
   1. Provide for the drainage of stormwater and any water applied or discharged on the site in performance of the Work. Provide adequate drainage facilities to prevent damage to the Work, the site, and adjacent property.
   2. Supplement existing drainage channels and conduits as necessary to carry all increased runoff from construction operations. Construct dikes as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect the CITY's facilities and the Work, and to direct water to drainage channels or conduits. Provide ponding as necessary to prevent downstream flooding.

G. Pollution: Prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. Do not permit sanitary wastes to enter any drain or watercourse other than sanitary sewers. Do not permit sediment, debris, or other substances to enter sanitary sewers. Take reasonable measures to prevent such materials from entering any drain or watercourse.

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION NOT USED

END OF SECTION

SECTION 01 60 00

EQUIPMENT AND MATERIALS

PART 1 GENERAL

1.01 SUMMARY

A. Incorporate new and unused equipment, materials, instruments, or devices in this project, unless indicated otherwise in the Contract Documents.

B. Deliver equipment and materials to be incorporated in the work sufficiently in advance of their installation and use to prevent delay in the execution of the work, and in order as required for reasonable executing the work.

C. Prevent deterioration and damage to equipment and materials.

1. Prevent warping, twisting, bending, breaking, chipping, rusting, damage, or theft of the equipment and materials handled and stored by the manufacturer, fabricator supplier, and CONTRACTOR before, during, and after shipment.
2. Removed and replaced warped, twisted, bent, broken, chipped, rusted, damaged equipment at the CONTRACTOR's expense for both labor and materials.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 61 00

BASIC PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Material and equipment incorporated into the Work:
   1. Conform to applicable specifications and standards.
   2. Comply with size, make, type and qualify specified, or as specifically approved in writing by the ENGINEER.
   3. Manufactured and Fabricated products:
      a. Design, fabricate and assemble in accord with the best engineering and shop practices.
      b. Manufacture like part of duplicate units to standard sizes and gauges, to be interchangeable.
      c. Two or more items of the same kind shall be identical, by the same manufacturer.
      d. Products shall be suitable for service conditions.
      e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
   4. Do not use material or equipment for purposes other than that for which it is designed or is specified.

1.02 RELATED REQUIREMENTS

A. General Conditions - Division 00

B. Summary of Work - Division 01

C. Special Project Procedures - Division 01

D. Shop Drawings, Working Drawings and Samples - Division 01

E. Project Record Documents - Division 01

F. Operating & Maintenance Data - Division 01

G. Warranties and Bonds - Division 01

H. Installation - Division 01

I. Product Delivery Requirements - Division 01

J. Product Storage and Handling - Division 01

K. Product Substitution Requirements - Division 01

1.03 APPROVAL OF MATERIALS

A. Only new materials and equipment shall be incorporated in the work.
   1. Materials and equipment furnished are subject to the inspection and approval of the ENGINEER.
   2. No material shall be delivered to the work without prior approval of the ENGINEER.

B. Within fifteen 15 days after the effective date of the Agreement, submit to the ENGINEER, data relating to materials and equipment he proposes to furnish for the work.
   1. Data shall be in sufficient detail to enable the ENGINEER to identify the particular product and to form an opinion as to its conformity to the specifications.
   2. The data shall comply with product submittals.

C. Furnish facilities and labor for handling and inspection of materials and equipment.
   1. Prior to beginning or during progress of the work, submit samples of materials for such special tests as required by the ENGINEER to demonstrate that they conform to the specifications.
   2. Samples shall be furnished, stored, packed, and shipped as directed at the CONTRACTOR's expense.
   3. Except as otherwise noted, the OWNER will make arrangements for and pay for the tests.

D. Submit data and samples sufficiently early to permit consideration and approval before materials are necessary for incorporation in the work.
   1. Delay of approval resulting from the CONTRACTOR's failure to submit samples or data promptly shall not be used as a basis of claim against the OWNER or the ENGINEER.

E. Provide samples of workmanship or finish as may be required.

F. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.04 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

A. Provide manufacturer's printed instruction, obtain and distribute copies of such instructions to parties involved in the installation, including copies to the ENGINEER.
   1. Maintain one set of complete instructions at the job site during installation and until completion.

B. Handle, install, connect, clean, condition, and adjust products in strict accord with such instructions and in conformity with specified requirements.
   1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with ENGINEER for further instructions.
   2. Do not proceed with work without clear instructions.

C. Perform work in accord with manufacturer's instructions.
   1. Do not omit preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.05 TRANSPORTATION AND HANDLING

A. Arrange deliveries of products in accord with construction schedules, coordinate to avoid conflict with work and conditions at the site.

B. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
   1. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and Undamaged.

C. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.06 STORAGE AND PROTECTION

A. Furnish a covered, weather-protected storage structure providing a clean, dry, noncorrosive environment for mechanical equipment, valves, electrical and instrumentation equipment, and special equipment to be incorporated into this project.
   1. Storage of equipment shall be performed to allow easy access and be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including weather/humidity protection, connection of heaters, placing of storage lubricants in equipment, blocking, or skid storage.

2. Replace corroded, damaged, or deteriorated equipment and parts before acceptance of the project.

B. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
   1. Store products subject to damage by the elements in weather-tight enclosures.
   2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
   3. Store fabricated products above the ground on blocking or skids, prevent soiling or staining.
   4. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
   5. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

C. Materials and equipment to be incorporated in the work shall be handled and stored by the CONTRACTOR before, during, and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and injury, theft or damage to the material or equipment.

D. Store cement, sand, and lime under a roof and off the ground and keep completely dry.

E. Store structural and miscellaneous steel, and reinforcing steel off the ground or otherwise to prevent accumulations of dirt or grease, and to minimize rusting.

F. Store and handle brick, block, and similar masonry products in a manner to reduce breakage, chipping, and cracking.

G. Rotate moving parts no less than weekly to insure proper lubrications and to avoid metal-to-metal "welding".

H. Upon installation of the equipment, start the equipment, at least half load, weekly for an adequate period of time to insure that the equipment does not deteriorate from lack of use.

I. Materials which, in the opinion of the ENGINEER, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the work, and receive no compensation for the damaged material or its removal.

J. Arrange storage in a manner to provide easy access for inspection.
   1. Make periodic inspections of stored products to assure that products are maintained under specific conditions, and free from damage or deterioration.

K. Protection After Installation:
   1. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations.
   2. Remove on completion.

L. Assume responsibility for materials, equipment, and supplies sold and delivered to the OWNER under this Contract until final inspection of the work and acceptance thereof by the OWNER.
   1. In the event material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance, replace same without additional cost to the OWNER.

M. Should the CONTRACTOR fail to take proper action on storage and handling of equipment supplied under this Contract within seven days after written notice to do so has been given, the OWNER retains the right to correct deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from the CONTRACTOR's Contract.
   1. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering, and other costs associated with making the necessary corrections.

1.07 SPECIAL TOOLS

A. Furnish special tools (including grease guns or other lubricating devices) required for normal adjustment, operations and maintenance, together with instructions for their use.

B. Preserve and deliver to the OWNER these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

A. For major pieces of equipment, submit a warranty from the equipment manufacturer.

1.09 SPARE PARTS

A. Spare parts for certain equipment provided under Division 11 through 16 have been specified in the pertinent sections of the Specifications.
   1. Collect and store spare parts as recommended by the manufacturer in a safe location.
   2. Provide an inventory listing spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each item.
   3. Provide copies of actual invoices for each item furnished to substantiate the delivered cost.

1.10 GREASE, OIL, AND FUEL

A. Furnish grease, oil, and fuel required for testing of equipment with the respective equipment.
   1. Furnish the OWNER a one (1) year supply of required lubricants including grease and oil of the type recommended by the manufacturer with each item of the equipment supplied under Division 13.

B. Assume responsibility for changing the oil in drives and intermediate drives of each mechanical equipment after initial break-in of the equipment, which in no event shall be longer than three weeks of operation.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 62 00

PRODUCT SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Materials or equipment specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier, or distributor; the naming of the item is intended to establish the type, function and quality of the item.

B. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the ENGINEER, provided that sufficient information is submitted by the CONTRACTOR to allow the ENGINEER to determine its equivalency.

C. No substitution is permitted if specifically identified that no substitution is permitted for that product or item.

1.02 CONDITIONS FOR REVIEW OF ALTERNATES

A. Requests for review of substitute items of material and equipment will not be accepted by the ENGINEER from anyone other than the CONTRACTOR.

1. If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, make a written application to the ENGINEER for acceptance thereof, certifying that the proposed substitute will adequately perform the functions and achieve the results required and be suitable for the same use as the material or equipment specified.
2. The application shall state that the evaluation and acceptance of the proposed substitute will not affect the CONTRACTOR's time of completion, whether or not acceptance of the substitute for use in the work required a change in the Contract Documents to adapt the substitute into the design or whether or not substitution in connection with the work is subject to payment of royalty or licensing fee.

B. Variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement services shall be included.

1. The application shall also contain a statement that the CONTRACTOR agrees to pay direct and indirect costs, resulting from acceptance of the substitute, including redesign and claims of other CONTRACTORs affected by the resulting change.
2. The ENGINEER may require additional data, at the CONTRACTOR's expense for proper evaluation of the proposed substitute.

C. The ENGINEER will be allowed reasonable time for the evaluation of proposed substitution and the Engineer's decision regarding acceptability will be final.

1. No substitute shall be ordered or installed prior to the Engineer's written acceptance.

D. The OWNER may require the CONTRACTOR, at the CONTRACTOR's expense, to supply a specific performance guarantee or other surety covering the substitution.

E. The ENGINEER will record time required by the ENGINEER or required Consultants in evaluating proposed substitutes by the CONTRACTOR as well as costs required for modification of the Contract Documents as a result thereof.

1. Reimburse the OWNER for costs of ENGINEER services associated with evaluating proposed substitute that does not meet the requirements of the Contract Documents. OWNER may deduct the amount of such compensation from the final payment to the CONTRACTOR.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 SUBSTITUTIONS

A. Submit requests for substitution in writing, to the ENGINEER for review, and within fifteen (15) days from the date of issue of the contract Notice To Proceed.
   1. Requests submitted after the specified period may be rejected, at the Engineer's option, without review.

B. Each request for substitution shall be submitted separately in five (5) copies and shall contain complete data substantiating compliance of the proposed substitution with the Contract Documents.

3.02 CONTRACTOR'S OPTIONS

A. Requests for substitution can be classified into two general categories, products or construction methods.
   1. Products (Materials or Equipment)
      a. Provide products, to the maximum extent possible, of the same generic kind meeting the quality and performance of the referenced standard and from a single source.
      b. Products specified by naming several products or manufacturers, select one of the products or manufacturers named which complies with the Contract Documents.
      c. Products specified by naming one or more products or manufacturers and stating "or equal", submit a request for substitution for product or manufacturer not specifically named.
      d. Products specified by naming one product or manufacturer and followed by words indicating no substitution, there is no option and no request for substitution will be considered.
      e. Where more than one choice is available as a CONTRACTOR's option, select a product which is compatible with other products specified or selected.
      f. Requests for substitution for products or manufacturers shall contain product identification including: manufacturer's name and address; manufacturer's literature with model or catalog number; product description; test data; utility consumption (if applicable); justification for the proposed substitution; samples (if appropriate); name and address of similar projects on which product was used and date of installation; other data as requested by the ENGINEER to establish that the proposed substitution is equal to or better than that specified.
   2. Construction Method
      a. Detailed description of the proposed method(s) including name and address of projects where the method was used; drawings illustrating method(s) and reason or justification for the proposed substitution; other data as deemed necessary or as requested by the ENGINEER to establish that the proposed substitution is equal or superior to that specified.
   3. Justification For Request For Substitution
      a. In making a request for substitution, the CONTRACTOR represents that CONTRACTOR has investigated the proposed substitution and has determined that it is equal or superior to that specified; that the CONTRACTOR will provide equal to or better warranties or bonds for the proposed substitution as for the product or method specified, that the CONTRACTOR waives claims for additional costs or extension of time related to the proposed substitution that may subsequently become apparent.

3.03 ENGINEER'S OPTIONS

A. Requests for substitutions may be rejected by the ENGINEER without further review if the request:
   1. Is received more than thirty (30) days after the date of the Notice To Proceed.
   2. Effects the project completion date.
   3. Jeopardizes the performance or the intent of the project.
   4. Requires substantial revision of the Contract Documents.

B. Requests will not be accepted that are indicated or implied on shop drawings and are not accompanied by a formal request for substitution by the CONTRACTOR.

C. If the ENGINEER determines that a proposed substitute meets the requirements of the Contract Documents and is suitable for the purpose intended, it may be accepted and if accepted, reimbursement to the OWNER for the Engineer's review will not be required.

D. If the ENGINEER determines that a proposed substitute does not meet the requirements of the Contract Documents and is not acceptable, furnish the specified product, manufacturer or method at no additional cost to the OWNER and shall reimburse the OWNER for the cost of the Engineer's review.

E. If the ENGINEER determines that a proposed substitute does not meet the requirements of the Contract Documents as specified but is suitable as a substitute for the purpose intended:
   1. Reimburse the OWNER for the Engineer's review. OWNER may deduct the amount of such compensation from the final payment to the CONTRACTOR.
   2. Furnish the product, manufacturer or method specified at no additional cost to the OWNER.
   3. Request that the ENGINEER issue a change order in which case provide accurate cost data on the proposed substitution and comparison with the product or method specified, provide the OWNER with the benefit of savings in cost and reimburse the OWNER for the Engineer's cost of preparation and negotiation of the change order.

F. In the event an agreement cannot be reached, furnish the product or method specified at no additional cost to the OWNER and shall reimburse the OWNER for the Engineer's preparation and negotiation of the change order. OWNER may deduct the amount of such compensation from the final payment to the CONTRACTOR.

3.04 SHOP DRAWINGS

A. Acceptance of a substitution will not relieve the CONTRACTOR from the requirement for submission of Shop Drawings as set forth in the Contract Documents.

END OF SECTION

SECTION 01 66 00

PRODUCT STORAGE AND HANDLING REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

A. STORAGE

1. Store equipment and materials at the jobsite in accordance with the manufacturer's recommendations and directed by the OWNER.
2. Do not store unnecessary materials or equipment on the jobsite.
3. Prevent any structure from being overloaded and endanger the safety of his personnel or others.
4. Enforce the instructions of the OWNER and ENGINEER regarding the posting of regulatory signs for loadings on structures, fire safety and smoking area.

B. HANDLING AND MAINTENANCE

1. Follow manufacturer's storage instructions or approved written deviations.
   a. Forward a copy of manufacturer's approved written deviations to the ENGINEER.
2. Equipment with moving parts shall be rotated per the manufacturer's recommendations while in storage and during the period between installation and acceptance.
3. Equipment shall be stored fully lubricated unless otherwise instructed by the manufacturer.
4. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance.
5. New lubricants shall be put into the equipment at the time of acceptance.
6. Equipment having moving parts such as gears, and electric motors and instruments, control panels, and switchgear shall be stored in a temperature and humidity-controlled building until such time as the equipment is to be installed.
7. Shafts shall be rotated as required per manufacturer's recommendations for storage.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 71 13

MOBILIZATION

PART 1 - GENERAL

1.01 DEFINITION AND SCOPE

A. As required for the proper performance and completion of the work, mobilization shall include, but not be limited to, the following principal items**.**

1. Move onto the site all CONTRACTOR'S equipment required for the first month's operation.
2. Install silt fences around perimeter of project site and at locations where surface drainage discharges to existing stormwater inlets.
3. Install temporary construction power, wiring and lighting facilities.
4. Establish a fire protection plan and safety program.
5. Secure construction water supply.
6. Provide field office trailer for CONTRACTOR.
7. Provide on-site sanitary facilities and potable water facilities.
8. Arrange for and erect CONTRACTOR'S work and storage yard and employee's parking facilities.
9. Submit all required insurance certificates and bonds.
10. Obtain all required permits.
11. Post all OSHA, FDEP, Department of Labor, and all other required notices.
12. Have CONTRACTOR'S Project Manager and/or Superintendent at the jobsite full time.
13. Submit a detailed construction schedule acceptable to the ENGINEER and OWNER.
14. Submit cash flow in tabular and graphic form to the ENGINEER and OWNER.
15. Submit a finalized Schedule of Values of the work in the OWNER'S approved format.
16. Submit a hurricane preparedness plan acceptable to the ENGINEER and the OWNER.
17. Submit standardized traffic maintenance and control plans to OWNER.
18. Erect all required project signs.

1.02 PAYMENT FOR MOBILIZATION

A. The CONTRACTOR'S attention is directed to the condition that no payment for mobilization or any part thereof, will be approved for payment under the General Conditions until all mobilization items listed above have been completed as specified.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 72 00

AS-BUILT DRAWINGS

PART 1 - GENERAL

1.1 THE REQUIREMENT

A. The CONTRACTOR shall keep and maintain, at the job site, one record copy of all drawings, specifications, addenda, change orders, and other modifications to the Contract, approved shop drawings, and field test records.

B. The CONTRACTOR shall mark the as-built drawings to indicate all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to indicate, fully, the WORK as actually constructed. These master record drawings of the CONTRACTOR's representation of as-built conditions, including all revisions made necessary by addenda and change orders shall be maintained up to date during the progress of the WORK.

C. As-built drawings shall be accessible to the ENGINEER at all times during the construction period.

D. Monthly pay requests must be accompanied by an updated copy of the as-built drawings. Pay Applications submitted without record drawings shall not be preceded by the ENGINEER, until the drawings are received. The CONTRACTOR shall submit one set of as-built drawings, 11 x 17 size shall be acceptable.

E. Final payment will not be acted upon until the CONTRACTOR has prepared and delivered record as-built drawings to the ENGINEER. Said up-to-date record drawings shall be in the form of a set of prints with carefully plotted information overlaid in red.

F. Upon substantial completion of the WORK and prior to final acceptance, the CONTRACTOR shall finalize and deliver a complete set of record drawings to the ENGINEER for transmittal to the OWNER, conforming to the construction records of the CONTRACTOR. This set of drawings shall consist of corrected drawings showing the reported location of the WORK. The information submitted by the CONTRACTOR and incorporated by the ENGINEER into the Record Drawings will be assumed to be correct, and the CONTRACTOR shall be responsible for the accuracy of such information and shall bear the costs resulting from the correction of incorrect data furnished to the ENGINEER and the OWNER.

G. Surveyor Requirement and Certification

1. As-Builts shall include a signed, sealed and dated certification statement by the responsible Professional Surveyor and Mapper (PSM) registered in the State of Florida stating the information was obtained under his direction and is true and correct as shown.
2. The Surveyor shall be fully responsible for the accuracy of the as-Builts. As-Builts may not contain any statement that the information was obtained from another party other than a licensed land surveyor under his direction. (For example, a statement such as "As-built information provided by Contractor" shall not be permitted.)

1.2 RELATED REQUIREMENTS

A. Section 01 33 00: Contractor Submittals

B. Section 01 77 00: Project Closeout.

1.3 MARKING DEVICES

A. The CONTRACTOR shall provide felt tip marking pens for recording information in a color code.

1.4 RECORDING

A. Label each document “AS-BUILT” or “PROJECT RECORD” in neat large printed letters.

B. Record information concurrently with the progress of construction.

C. Legibly mark drawings to record actual construction
   1. Provide horizontal location of pipes any time the pipe passes a permanent surface reference point. Permanent reference points are as defined herein. Any deviations from the alignment shown on the Contract Drawings must be noted.
   2. Provide vertical locations at 100-foot intervals. Vertical location will be depth of cover or pipe elevation, whichever is called for on the drawings and document elevations of natural grade or pavement over pipeline at each location.
   3. All fittings, including sleeves, valves, and services are to be located by two measurements to permanent surface reference points or by station and offset.
   4. Permanent surface reference points are manholes, catch basins, power poles, concrete sidewalk, or concrete curbs. Edge of pavement and road intersections may not be used without the ENGINEER’s approval.
   5. Field changes of dimension and detail.
   6. Changes made by Field Order, Change Order, or Construction Change Directive.
   7. Details not shown on the original Contract Drawings.

D. Legibly mark each Section of the Specifications and Addenda to record:
   1. Manufacturer, trade name, catalog number, and supplier of each item actually installed.

1.5 SUBMITTAL

A. Prior to Substantial Completion, submit Record Documents to the ENGINEER for delivery to the OWNER.

   At the completion of work, the CONTRACTOR must deliver complete “As- Built” drawings to the ENGINEER for the OWNER. They shall consist of two (2) 24” x 36” reproducible sets, three (3) 11” x 17” reproducible sets, and one (1) CD consisting of the electronic CADD and PDF files.
   1. Additionally, the CONTRACTOR shall deliver complete “As-Built” drawings to the ENGINEER for the ENGINEER’s records. They shall consist of one (1) 24” x 36” reproducible set, one (1) 11” x 17” reproducible set, and one (1) CD consisting of electronic CADD and PDF files.
   2. These “As-Built” drawings are to be signed and sealed by a Professional Surveyor and Mapper (PSM), currently registered and licensed in the state of Florida.
   3. The ENGINEER will supply the electronic CADD files to the CONTRACTOR.
   4. The “As-Built” electronic CADD files shall be generated in. dgn, .dwg, or .dxf file format, as specified by the ENGINEER.

B. Accompany submittal with transmittal letter in duplicate, containing:
   1. Date
   2. Project Title and Number
   3. CONTRACTOR’s Name and Address
   4. Title and Number of each Record Document
   5. Signature of CONTRACTOR or his Authorized Representative

C. Any as-built drawing found to be inaccurate or incomplete will be rejected.

D. As-built drawings for new pipelines shall address the following:
   1. The as-built data on submitted plan sheets (line work, numerical data) must be easily legible, accurate (increase the font size and/or use different font style to improve legibility).
   2. The Contract Drawings shall be used for as-built presentation.
   3. Complete title block with current file name (including plat name, etc.). Label drawings “Record Drawings” or “As-Builts” and show appropriate entries in the revision block.
   4. Pipe lines shall be tied to survey baseline or center line not the right-of- way.
   5. Horizontal As-Built data (stations, offsets, distances between fittings, manholes, and pull boxes) are to be rounded off to the nearest foot. Elevation data shall be shown to the hundredth of a foot (top of manhole, inverts), or to the tenth of foot for top of pipe elevations. Slopes shall be rounded off to the nearest one-ten thousandth.
   6. As-built data shall include showing the transitions between the different types of pipe by station number (PVC to DIP), show transition between push-on and restraint joint pipe by stations.
   7. Completed operation and maintenance manuals must be submitted with final record drawings. (See Section 01 78 39)

E. As-built drawings for any above ground new equipment provided by the CONTRACTOR shall address the following information:
   1. Manufacturer, model number, serial numbers for each piece of equipment.
   2. For each new flow meter/flow transmitter: flow range, accuracy, turndown ratio, signal interface, materials of construction, and power supply required.
   3. Horizontal and vertical as-built information shall be obtained from all process equipment including all individual tanks, all above ground piping assemblies, all pumping, monitoring, and metering equipment, revise component stating as required.
   4. If the as-built equipment layout is different from the proposed bid set redraw what was installed with the correct locations and dimensions of the components. Show as-built elevations, revise all station and off sets if different, all pipes in and out of equipment shall all be located and shown as it was installed. Obtain elevations of all pipes center lines and or top of pipe.
   5. If components on the drawings were not included in the contract, indicate on the specific drawings N.I.C (not in contract).
   6. If a drawing is revised with as-built information, indicate this in the drawing’s revision block located in the lower left-hand corner of each sheet. Write as-built drawings with a date on each sheet that’s affected. Additionally, label drawing in lower right-hand corner “Record Drawings” or “As-Builts”.

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION

SECTION 01 74 00

CLEANING

PART 1 GENERAL

1.01 SUMMARY

A. Execute cleaning, during progress of the Work, and at completion of the Work, as required by General Conditions.

1.02 RELATED SECTIONS

A. Conditions of the Contract.

B. Each Specification Section: Cleaning for specific Products orwork.

1.03 DISPOSAL REQUIREMENTS

A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS

2.01 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

A. Execute periodic cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

B. Provide on-site containers for the collection of waste materials, debris, and rubbish.

C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 DUST CONTROL

A. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.

B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 FINAL CLEANING

A. Employ skilled workmen for final cleaning.

B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign

materials from sight-exposed interior and exterior surfaces.

C. Wash and shine glazing and mirrors.

D. Polish glossy surfaces to a clear shine.

E. Ventilating Systems:
   1 Clean permanent filters and replace disposable filters if units were operated during construction.
   2 Clean ducts, blowers and coils if units were operated without filters during construction.

F. Broom clean exterior paved surfaces and rake clean other surfaces of the grounds.

G. Prior to final completion, or OWNER occupancy, CONTRACTOR shall conduct an inspection of sight-exposed interior and exterior surfaces, and work areas to verify that the entire work is clean.

END OF SECTION

SECTION 01 74 23

FINAL CLEANING

PART 1 GENERAL

1.01 SUMMARY

A. The CONTRACTOR shall provide equipment, tools, materials, and labor required to maintain the project site in a clean and orderly manner throughout the duration of construction and for final cleaning and touch up at end of construction. This work shall include but not be limited to, sweeping, brushing, dust control, washing, waxing and polishing, debris removal, removal of excess materials, tools, equipment and scaffolding and final cleaning of installed work.

PART 2 PRODUCTS

2.01 MATERIALS

A. Cleaning materials and equipment used shall be selected and employed with care to avoid scratching, marring, defacing, staining, or discoloring the surfaces cleaned. Cleaning materials shall be as recommended by the manufacturer of products and materials being cleaning.

PART 3 EXECUTION

3.01 CLEAN-UP DURING CONSTRUCTION

A. Clean-up shall be performed as required to prevent accidents to personnel, protect work in place, and to affect the progress of the work in a timely and orderly manner.

B. Construction clean-up shall consist of, but not be limited to, the removal of mud, oil, grease, sand, gravel, dirt, trash, scrap, debris, and excess materials from the work site on a continuous basis. Small scrap and debris may be collected in containers and large materials may be stockpiled in an area to be removed from the site periodically at the Contractor's cost.

C. Immediately prior to the Contractors request for final inspection of the project or portion thereof, final cleanup shall be performed. Pavement damaged shall be repaired in a manner approved by the Engineer. Final grade in the area of the pipe installation shall be returned to the pre-construction elevation and condition.

END OF SECTION

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Comply with requirements stated in Conditions of the Contract, permits, and in Specifications for administrative procedures in closing out the work.

1.02 RELATED SECTIONS

A. Conditions of the Contract.
   1. Fiscal provisions, legal submittals, and additional administrative requirements.

B. Project Record Documents - Division 01.

C. Closeout Submittals - Division 01.

1.03 BENEFICIAL OCCUPANCY

A. When the OWNER considers work is substantially complete for beneficial use, he will submit a letter to the CONTRACTOR informing intent to take early possession of the facility for partial use.
   1. The written notice shall describe the OWNER's reason for early beneficial occupancy.

B. Adjust construction work schedule to accommodate the OWNER's plan to utilize the facility.
   1. Continue the work while allowing the OWNER full access and use of the facility.

C. Requests for time extension or additional costs based upon the OWNER's early occupancy of the site and use of the facilities shall not be considered.
   1. Additional costs associated with the OWNER's early occupancy of the site shall be borne by the CONTRACTOR.

1.04 SUBSTANTIAL COMPLETION

A. When the CONTRACTOR considers the work is substantially complete, he shall submit to the Engineer:
   1. A written notice that the work, or designated portion thereof, is substantially complete.
   2. A list of items to be completed or corrected.

B. Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

C. Should the ENGINEER determine that the work is not substantially complete:
   1. The ENGINEER will promptly notify the CONTRACTOR in writing, giving the reasons therefore.
   2. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the Engineer.
   3. The ENGINEER will reinspect the work.

D. When the ENGINEER finds that the work is substantially complete, he will:
   1. Prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment.
   2. After consideration of any objections made by the OWNER as provided by Conditions of the Contract, and when the ENGINEER considers the work substantially complete, he will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

1.05 REINSPECTION FEES

A. Should the ENGINEER perform re-inspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR:
   1. OWNER will compensate the ENGINEER for such additional services and CONTRACTOR shall reimburse OWNER for said payment(s).
   2. OWNER may deduct the amount of such compensation from the final payment to the CONTRACTOR.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 78 00

CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SUMMARY

A. Upon final inspection and before acceptance and final payment, the CONTRACTOR shall deliver to the OWNER guarantees and warranties, affidavits of payments of claims and Record Drawings.

B. Required guarantees shall be bound in booklet form with covers properly labeled to identify the project and content.

C. Maintain a complete set of Contract Documents at the project site and on which maintain a complete record of actual construction which differs from what is shown in the Contract Documents.

1. Show actual installed locations of buried pipe and conduit and other matters or equipment which is indicated diagrammatically.
2. Make markings in a neat, legible manner and full identified and/or explained by notes.

1.02 RELATED SECTIONS

A. Conditions of the Contract: Fiscal provisions, legal submittals and additional administrative requirements.

B. Project Record Documents - Division 01.

C. Closeout Procedures - Division 01.

1.03 FINAL INSPECTION

A. When the CONTRACTOR considers the work is complete, he shall submit written certification that:

1. Contract Documents have been reviewed.
2. Work has been inspected for compliance with Contract Documents.
3. Work has been completed in accordance with Contract Documents.
4. Equipment and systems have been tested in the presence of the OWNER's representative and are operational.
5. Work is completed and ready for final inspection.

B. The ENGINEER will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

C. Should the ENGINEER consider that the work is incomplete or defective.

1. The ENGINEER will promptly notify the CONTRACTOR in writing, listing the incomplete or defective work.
2. Remedy the stated deficiencies and send a second written certificate to the ENGINEER that the work is complete.
3. The ENGINEER will re-inspect the work.

D. When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

1.04 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

A. Evidence of compliance with requirements of governing authorities.

B. Project Record Documents: To requirements of Division 01.

C. Spare Parts and Maintenance Materials: Division 01.

D. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.

E. A minimum one (1) year warranty for all work performed under this project starting from when the OWNER approves the project's Substantial Completion Date OR from when the OWNER takes possession of ALL improvements and places said improvements into operation, whichever comes later.

1.05 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the Engineer.

B. Statement shall reflect all adjustment to the Contract Sum:
   1. The original Contract Sum.
   2. Additions and deductions resulting from:
      a. Previous Change Orders
      b. Allowances
      c. Unit Prices
      d. Deductions for uncorrected work
      e. Penalties and Bonuses
      f. Deductions for liquidated damages
      g. Deductions for re-inspection payments
      h. Other adjustments
   3. Total Contract Sum, as adjusted.
   4. Previous payments.
   5. Sum remaining due.

C. ENGINEER will prepare a final Change Order, reflecting approved adjustments to the Contract Sum where not previously made by Change Orders.

1.06 FINAL APPLICATION FOR PAYMENT

A. Submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.01 SUMMARY

A. Compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under Contract, where applicable.
   1. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of Specifications.

B. Instruct OWNER's personnel in maintenance of products and in operation of equipment and systems.

1.02 RELATED SECTIONS

A. Closeout Procedures - Division 01

B. Shop Drawings, Product Data, and Samples - Division 01

C. Closeout Submittals- Division 01

D. Project Record Documents - Division 01

1.03 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:
   1. Trained and experienced in maintenance and operation of described products.
   2. Familiar with requirements of this Section.
   3. Skilled as technical writers to the extent required to communicate essential data.
   4. Skilled as draftsman competent to prepare required drawings.

1.04 FORM OF SUBMITTALS

A. Prepare data in form of an instructional manual for use by OWNER's personnel.

B. Format:
   1. Size: 8 1/2-inches x 11-inches
   2. Paper: 20 pound minimum, white, for typed pages.
   3. Text: Manufacturer's printed data, or neatly typewritten.
   4. Drawings:
      a. Provide reinforced punched binder tab, bind in with text.
      b. Reduce larger drawings and fold to size of text pages, but not larger than 11-inches x 17-inches.
   5. Provide fly-leaf for each separate product, or each piece of operating equipment.
      a. Provide types description of product, and major component parts of equipment.
      b. Provide indexed tabs.
   6. Cover:
      a. Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS".
      b. List:
         1) Title of Project
         2) Identity of separate structure as applicable.
         3) Identity of general subject matter covered in this manual.

C. Binders:
   1. Commercial quality three-post binders with durable and cleanable plastic covers.
   2. Maximum post width: 3-inches
   3. When multiple binders are used, correlate the data into related consistent groupings.

1.05 CONTENT OF MANUAL

A. Neatly typewritten table of contents for each volume, arranged in systematic order.
   1. Contractor, name of responsible principal, address and telephone number.
   2. A list of each product required to be included, indexed to content of the volume.
   3. List, with each product, name, address and telephone number of:
      a. Subcontractor of installer
      b. Maintenance CONTRACTOR, as appropriate
      c. Identify area of responsibility of each
      d. Local source of supply for parts and replacement.
   4. Identify each product name and other identifying symbols as set forth in Contract Documents.

B. Product Data:
   1. Include only those sheets which are pertinent to the specific product.
   2. Annotate each sheet to:
      a. Clearly identify specific product or part installed.
      b. Clearly identify data applicable to installation.
      c. Delete references to inapplicable information.

C. Drawings:
   1. Supplement product date with drawings as necessary to clearly illustrate:
      a. Relations of component parts of equipment and systems.
      b. Control and flow diagrams.
   2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
   3. Do not use Project Record Documents as maintenance drawing.

D. Written text, as required to supplement product date for the particular installation:
   1. Organize in consistent format under separate headings for different procedures.
   2. Provide logical sequence of instructions of each procedure.

E. Copy of each warranty, bond and service contract issued:
   1. Provide information sheet for OWNER's personnel, give:
      a. Proper procedures in event of failure.
      b. Instances which might affect validity of warranties or bonds

1.06 MANUAL FOR MATERIALS AND FINISHES

A. Submit five (5) copies of complete manual in final form.

B. Content; for architectural products, applied materials and finishes:
   1. Manufacturer's data, giving full information on products.
      a. Catalog number, size, composition.
      b. Color and texture designations.
      c. Information required for re-ordering special-manufactured products.
   2. Instructions for care and maintenance.
      a. Manufacturer's recommendation for types of cleaning agents and methods.
      b. Cautions against cleaning agents and methods which are detrimental to product.

c. Recommended schedule for cleaning and maintenance.

C. Content, for moisture-protection and weather-exposed products:
1. Manufacturer's data, giving full information on products:
a. Applicable standards.
b. Chemical composition.
c. Details of installation.
2. Instructions for inspection, maintenance and repair.

D. Additional requirements for maintenance data: Respective sections of Specifications.

E. Provide complete information for products specified.

1.07 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit five (5) copies of complete manual in final form.

B. Content, for each unit of equipment or system requiring operation or maintenance, as appropriate:
1. Description of unit and component parts.
a. Function, normal operating characteristics and limiting conditions
b. Performance curves, engineering data and tests
c. Complete nomenclature and commercial number of replaceable parts
2. Operating procedures:
a. Start-up, break-in, routine and normal operating instructions
b. Regulation, control, stopping, shut-down and emergency instructions
c. Summer and winter operating instructions
d. Special operating instructions
3. Maintenance Procedures:
a. Routine operations
b. Guide to "trouble-shooting"
c. Disassembly, repair, and reassembly
d. Alignment, adjusting, and checking
4. Servicing and lubrication schedule
a. List of lubricants required
5. Manufacturer's printed operating and maintenance instructions
6. Description of sequence of operation by control manufacturer
7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance
a. Predicted list of parts subject to wear
b. Items recommended to be stocked as spare parts
8. As-installed control diagrams by controls manufacturer
9. Each CONTRACTOR's coordination drawings
a. As-installed color-coded piping diagrams
10. Charts of valve tag numbers, with location and function of each valve
11. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage
12. Other data as required under pertinent sections of specifications

C. Contents, for each electric and electronic system, as appropriate:
1. Description of system and component parts
a. Function, normal operating characteristics, and limiting conditions
b. Performance curves, engineering data and tests
c. Complete nomenclature and commercial number of replaceable parts
2. Circuit directories of panel-boards

a. Electrical service
b. Controls

3. As-installed color-coded wiring diagrams
4. Operating procedures:
   a. Routine and normal operating instructions
   b. Sequences required
   c. Special operating instructions
5. Maintenance procedures:
   a. Routine operations
   b. Guide to "trouble-shooting"
   c. Disassembly, repair and reassembly
   d. Adjustment and checking
6. Manufacturer's printed operating and maintenance instructions
7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
8. Other data as required under pertinent sections of specifications

D. Prepare and include additional data when the need for such data becomes apparent during instruction of OWNER's personnel.

E. Additional requirements for operating and maintenance data: Respective sections of Specifications.

F. Provide complete information for product specified.

1.08 SUBMITTAL SCHEDULE

A. Submit Operation and Maintenance Data required by this Section prior to Substantial Completion.
B. Submit final Operation and Maintenance Data incorporating ENGINEER’s review comments prior to Final Completion.
C. Organize final Operation and Maintenance Data by Specification Section and clearly identify the applicable product, equipment, or system

1.09 INSTRUCTION OF OWNER'S PERSONNEL

A. Prior to final inspection or acceptance, fully instruct OWNER's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.

B. Operating and maintenance manual shall constitute the basis of instruction.
   1. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Maintain at the site for the OWNER one record copy of:
   1. Contract Drawings
   2. Contract Specifications
   3. Record Drawings
   4. Addenda
   5. Change Orders and other Modifications to the Contract
   6. ENGINEER'S Field Orders or Written Instructions
   7. Approved Shop Drawings, Working Drawings, and Samples
   8. Field Test Reports
   9. Construction Photographs

1.02 RELATED SECTIONS

A. Construction Photographs and Video Recordings – Section 01 32 36

B. Section 01 33 00 – Contractor Submittals

C. Shop Drawings, Product Data, and Samples – Section 01 33 23

D. Closeout Procedure – Section 01 77 00

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in CONTRACTOR's field office apart from documents used for construction.

B. File documents and samples in accordance with Construction Specifications Institute (CSI) Master Format number system.

C. Maintain documents in a clean, dry, legible condition and in good order
   1. Do not use record documents for construction purposes.

D. Make documents and samples available at all times for inspection by the ENGINEER.

E. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the currently updated "record documents" for review by the ENGINEER and the OWNER.

1.04 RECORD DOCUMENTS

A. Label each document “AS-BUILT” or “PROJECT RECORD” in neat large printed letters.

B. Record information concurrently with construction progress.

C. Drawings; Prepare a Certified Survey, by Professional Surveyor and Mapper (PSM) registered in the State of Florida, including elevations and stationing at increments specified by the ENGINEER, with the following information:
   1. Depths of various elements of foundation in relation to datum.
   2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
   3. Field changes of dimensions and details.
   4. Changes made by Field Order or by Change Order.

5. Details not in original Contract Drawings.
6. Equipment and piping relocations.
7. Building and tank locations.

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. Shop drawings (after final review and approval)
1. One set of record shop drawings for each process equipment, piping, (including casings) electrical system and instrumentation system.

1.05 SUBMITTAL

A. At the completion of work, the CONTRACTOR must deliver complete "As- Built" drawings to the ENGINEER for the OWNER. They shall consist of two (2) 24" x 36" reproducible sets, three (3) 11" x 17" reproducible sets, and one (1) CD consisting of the electronic CADD and PDF files.
1. Additionally, the CONTRACTOR shall deliver complete "As-Built" drawings to the ENGINEER for the ENGINEER's records. They shall consist of one (1) 24" x 36" reproducible set, one (1) 11" x 17" reproducible set, and one (1) CD consisting of electronic CADD and PDF files.
2. These "As-Built" drawings are to be signed and sealed by a Professional Surveyor and Mapper (PSM), currently registered and licensed in the state of Florida.
3. The ENGINEER will supply the electronic CADD files to the CONTRACTOR.
4. The "As-Built" electronic CADD files shall be generated in. dgn, .dwg, or .dxf file format, as specified by the ENGINEER.

B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date
2. Project Title and Number
3. CONTRACTOR's Name and Address
4. Title and Number of each Record Document
5. Signature of CONTRACTOR or his Authorized Representative

C. Any record drawing found to be inaccurate or incomplete will be rejected.

D. As-built drawings for new pipelines shall address the following:
1. The as-built data on submitted plan sheets (line work, numerical data) must be easily legible, accurate (increase the font size and/or use different font style to improve legibility).
2. The Contract Drawings shall be used for as-built presentation.
3. Complete title block with current file name (including plat name, etc.). Label drawings "Record Drawings" or "As-Builts" and show appropriate entries in the revision block.
4. Horizontal As-Built data (stations, offsets, distances between fittings) are to be rounded off to the nearest foot. Elevation data shall be shown to the hundredth of a foot (top of manhole, inverts), or to the tenth of foot for top of pipe elevations. Slopes shall be rounded off to the nearest one-ten thousandth.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

CITY OF FROSTPROOF

LAKE CLINCH BOAT RAMP IMPROVEMENTS

TECHNICAL SPECIFICATIONS

Prepared by:

CIVILSURV

Project No.: 005-002013
October 2026

Table of Contents

DIVISION 02 SPECIFICATIONS 02-1

SECTION 35 51 00 – FLOATING DOCK SYSTEM 355100-1

Mark J Frederick 2026.10.25 10:09:10 -04'00'

CIVILSURV DESIGN GROUP, INC.
2525 DRANE FIELD ROAD, SUITE 7
LAKELAND, FL 33811

THE ENGINEER'S DIGITAL SIGNATURE AND SEAL ON THIS INDEX APPLY TO THE TECHNICAL SPECIFICATIONS LISTED HEREIN.

MARK J. FREDERICK, STATE OF FLORIDA,
PROFESSIONAL ENGINEER, LICENSE NO. 70671

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MARK J. FREDERICK ON 10/25/2026.

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

DIVISION 02 SPECIFICATIONS

Unless stated herein, all materials and construction shall be in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Constrution (latest edition), Florida Department of Transportation Design Standards (latest edition), and the Manual of Uniform Traffic Control Devices (MUTCD).

SECTION 35 51 00 – FLOATING DOCK SYSTEM

1.0 SCOPE

The work covered under this section shall consist of manufacturing and/or supplying of the prefabricated fixed piers, floating docks, gangways, pile guides, cleats, fendering, utility routing/anchorage system and other marine hardware and accessories as may be shown or enumerated on the plans. All materials shall be as manufactured by **GATOR DOCK & MARINE, LLC**, Sanford, Florida, (407) 323-0190, or Engineer approved equal.

2.0 GENERAL

The deck and frame structural components of fixed piers, floating docks, and gangways shall be designed with minimum safety factors on working stress which conform to those set forth in the latest issue of the Aluminum Association "SPECIFICATIONS FOR ALUMINUM STRUCTURES" for buildings and similar type structures. The installing Contractor shall be a qualified Marine Contractor or General Contractor licensed by the appropriate governing agency. They shall be capable of securing building or construction permits. The manufacturer/supplier shall have a minimum of 5 years continuous experience in commercial pier, dock or gangway fabrication and may be required to submit a list of previous experience on similar projects. To insure that all specified criteria have been met, the Contractor shall submit the following to the Engineer:

1. Dimensional layout of piers, docks, gangways and piles or anchorage systems to be furnished under this contract.
2. Engineering calculations showing compliance with the design criteria specified herein. All calculations will be stamped with the seal of a qualified licensed, professional engineer. Computations shall include as a minimum the following.
   - Compliance with combined live and dead load requirements considering both bending and deflection.
   - Compliance with freeboard requirements under normal load conditions.
3. Typical sections or details of the following, as applicable:
   - Fixed piers, including pile connectors.
   - Floating docks, including flotation.
   - Finger dock or pier, including connection to main walkway.
   - Gangways, including connections to bulkhead or fixed pier, handrails and ADA ramps.
   - Anchorage system.
   - Utility hangar and access system.
   - Decking material and connection details.
   - Cleats-location and connection details.

3.0 TECHNICAL

The following requirements are a minimum and must be met by each dock fabricator in accordance with the requirements of the section entitled **GENERAL**.

4.0 MATERIALS

1. Aluminum extrusions for pier, dock and gangway structures shall be aluminum alloy 6061-T6 extruded in accordance with the requirements of applicable sections of Federal Specifications QQ-A-200. Protective pontoon shell shall be minimum 16 gauge and shall be composed of aluminum alloy 3004-H34 (alclad). The pontoon anchor assembly and end cap shall be composed of aluminum alloy 5052-H32 with type 304 S.S. bolts, nuts and washers.
2. Flotation shall consist of either a high-density polyethylene casing, with black ultraviolet light inhibitor added, filled with expanded polystyrene, enclosed aluminum channel framing filled with 2.0 pounds per cubic foot urethane utilizing the froth-in-place method, or aluminum pontoons filled with 2.0 pounds per cubic foot urethane utilizing the froth-in-place method. The design engineer will specify the choice of floats.
3. Dock fendering shall be composed of non-marring, non-yellowing marine grade extruded vinyl. Dock fendering shall be installed with aluminum pop rivets on metal docks and aluminum nails on wood docks.

4. Cleats shall be composed of ALMAG 35 cast aluminum alloy meeting the requirements of the Federal Specifications QQ-A-571F and QQ-A-601E.
5. Stainless steel bolts, rods, nuts, washers and screws shall be type 304.
6. Aluminum decking.
7. Rollers for either pile guides or gangways shall be UHMW polyethylene with black ultra-violet light inhibitor added.

5.0 DESIGN REQUIREMENTS – ACCESSORIES

1. The extruded ribbed decking shall be designed to withstand a combined dead load and live load of 100 pounds per square foot per individual slat. Allowable deflection shall be L/180 where "L" is the freespan between cross members in inches.
2. Toe rails shall be provided for ADA requirements.
3. Cleats shall be designed to withstand a mooring line load of 1500 pounds in any direction.
4. Hinged or bolted floating dock module connectors shall be able to withstand a load of 3000 pounds applied to the full connector.
5. Anchoring devices for floating docks shall allow free movement of the dock, while minimizing damage due to normal dock movement caused by tides, boat wakes, water fluctuation and seasonal winds. Anchoring devices shall be of sufficient number to restrain a uniform lateral force of 150 pounds per linear foot applied along the entire length of the dock.
6. All design requirements for accessories not enumerated to the plans or specifications shall conform to the latest revised manufacturer's standard drawings.

6.0 DESIGN REQUIREMENTS – STRUCTURES

1. Fixed pier structures shall be designed to withstand a minimum live load of 50 pounds per square foot applied vertically and an uplift force of 75 percent of the combined dead load and live load. Allowable deflections shall be a maximum of L/180 where "L" is the distance between span supports in inches.
2. Aluminum decked floating docks shall be designed to withstand a minimum uniform live load of 20 pounds per square foot applied vertically. The flotation sized to provide a minimum freeboard of 10 inches under a dead load plus concentrated load of 400 pounds applied at any location on the dock walking surface and shall provide a minimum of 16 inches freeboard under dead load only.
3. Dock shall be designed to for applicable wind criteria.
4. All design requirements for structures not enumerated in the plans or specifications shall conform to the latest revised manufacturer's standard drawings.

7.0 FABRICATION REQUIREMENTS – ACCESSORIES

1. Decking shall be extruded ribbed aluminum slats to provide a non skid surface and shall not exceed 9 inches in width with not more than 3/8 inch air space between the slats. The legs of each decking slat shall be welded to the side members and to any longitudinal with a minimum of 1-1/4 inches of weld per leg. The decking slats shall be placed transversely on the gangway, pier or dock.
2. Cleats on aluminum decked docks shall be welded with a continuous fillet weld. Cleats on wood decked docks shall be bolted to an angle welded to the inside of the side rail using stainless steel studs, bolts, and nuts. All cleats shall be installed in locations shown on plans.
3. Hinge mount extrusions shall be welded to the frame of the dock with a continuous filled weld unless otherwise shown on the plans. Non hinged dock module connectors shall be shown on the plans.
4. Anchoring devices, including pile guides, shall be bolted or welded to the piers and docks in locations and according to the details shown in the plans. Framing shall be braced at pile guides.
5. Vinyl fender installed over aluminum shall be secured with aluminum pop rivets at not more than 6-inch intervals along the top and 12-inch intervals along the bottom. Vinyl fendering installed over wood shall be secured with aluminum nails at not more than 6-inch intervals along the top and 12-inch intervals along the bottom. Heavy-duty vinyl corner fenders shall be installed in the locations and as detailed in the plans.
6. Any potentially corrosive installation of dissimilar metals shall be properly insulated to minimize or eliminate corrosion in a marine environment.

7. All fabrication requirements for accessories not enumerated in the plans or specifications shall conform to the latest revised manufacturer's standard drawings.

8.0 FABRICATION REQUIREMENTS – STRUCTURES

1. Fixed pier units shall be sequentially numbered, matched, drilled and bolted in the shop prior to shipment. All joints are to be MIG welded.
2. Aluminum decked floating docks shall be sequentially numbered with welded hinge mount extrusions that are matched in the shop, prior to shipment. Cleats and other accessories shall be welded or bolted as shown in the plans. Vinyl or wood fendering shall be installed in the shop. Flotation may be detached for easier unloading and shipping.
3. Wood decked floating docks shall have the wood decking installed backside out. All floating dock units shall be sequentially number with matched hinges fitted in the shop prior to shipment. Cleats and other accessories shall be welded or bolted as shown in the plans. Vinyl or wood fendering shall be installed in the shop. Flotation may be detached for easier unloading and shipping.
4. All fabrication requirements for structures not enumerated in the plans or specifications shall conform to the latest revised manufacturer's standard drawings.

9.0 CONSTRUCTION REQUIREMENTS – STRUCTURES

1. Fixed pier structures shall be anchored as shown on the drawings. Utility lines shall be located inside the framing to avoid damage during normal use.
2. Both aluminum and wood decked floating docks shall be anchored with pile guides or other anchoring devices bolted to the aluminum frame. Floating docks must move freely during the entire cycle of water level extremes with the normal expected wind condition. Utility lines must not be installed on top of the deck or in a location subject to damage during normal use and must be installed to function properly during normal expected water level and weather extremes.
3. All Construction Requirements not enumerated in the plans or specifications shall conform to the latest revised manufacturer's standard drawings.