Bid Set

Invitation to Bid 2025-09

City of Mexico Beach

ADA Dune Walkover at 7th Street

THE CITY OF MEXICO BEACH FLORIDA

Date of Issue: December 15, 2025
Closing: Friday, January 16, 2026, at 3:00 p.m. CST

Prepared by:
Anchor Consulting Engineering and Inspection, Inc.
450 Magnolia Avenue
Panama City, Florida 32401

Anchor CEI
Engineering that works.

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS

APPENDIX A - BID FORMS (REQUIRED TO BE SUBMITTED WITH BID)

ADDENDUM ACKNOWLEDGEMENT	1 Page
ANTI-COLLUSION CLAUSE	1 Page
CONFLICT OF INTEREST DISCLOSURE FORM	1 Page
DRUG FREE WORKPLACE	2 Pages
E-VERIFY	1 Page
SWORN STATEMENT ON PUBLIC ENTITY CRIMES	3 Pages
CERTIFICATION REGARDING LOBBYING	1 Page
BID FORM	1 Page
BID BOND	2 Pages
STATEMENT OF EXPERIENCE	2 Pages

APPENDIX B - CONTRACT FORMS

AGREEMENT	20 Pages
PUBLIC CONSTRUCTION BOND	1 Page
NOTICE OF AWARD	2 Pages
NOTICE TO PROCEED	1 Page

APPENDIX C - TECHNICAL SPECIFICATIONS

SECTION 00100 – GENERAL CONDITIONS

SECTION 01150 – MEASUREMENT AND PAYMENT

SECTION 01300 – SUBMITTALS

SECTION 01705 – PROJECT CLOSE-OUT

SECTION 02120 – DEMOLITION AND REMOVAL

SECTION 02200 - EARTHWORK

SECTION 02960 – RESTORATION

ATTACHMENTS

Attachment A	CONSTRUCTION DRAWINGS
Attachment B	CITY'S TAX EXAMPLE CERTIFICATION

CITY OF MEXICO BEACH
ADVERTISEMENT
INVITATION TO BID 2025-09
ADA Dune Walkover at 7th Street

Notice is hereby given that the City of Mexico Beach, Florida is requesting sealed bids from qualified bidders for the **ADA Dune Walkover at 7th Street** project. The bidder shall provide all costs associated with the construction of this project.

All proposals must be in writing and will be received by Tammy Brunson, City Clerk, by mail, FedEx or hand delivery to Tammy Brunson, City Clerk at 201 Paradise Path, Mexico Beach, Florida 32456 until **3:00 PM (central time), January 16th, 2026.** Bids will be publicly opened at this time. Only submittals received by the stated time and date will be considered. Submittals received after the time set for the opening will be rejected and returned unopened to the submitter. All submittals shall be submitted in a sealed envelope and clearly labeled, "ITB 2025-09 **ADA Dune Walkover at 7th Street Project**." Please provide one (1) original paper copy, and one (1) electronic copy of the bid. Full specifications may be obtained at https://mexicobeachfl.gov/bids/. Any Addendums issued during the advertisement period shall be posted to the above website no later than 5:00 PM (central time) January 7, 2026 Quotes shall be firm for ninety (90) days. The award by the City Council is expected to occur February 10, 2026 at 9:00 AM (central time).

Questions concerning this request should be submitted in writing to, Emily Thomasee, Anchor CEI, Inc. at ethomasee@anchorcei.com **and** Tammy Brunson, City Clerk at t.brunson@mexicobeachfl.gov, no later than **5:00 PM (central time) January 5th, 2026.**

The City of Mexico Beach encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/womenowned businesses, and disadvantaged business enterprises. The City does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The City reserves the right to waive informalities in bids and to reject all bids. The City will award the Contract to the lowest responsive and responsible bidder; provided, however, the City reserves the right to award the Contract to a bidder who is not the lowest bidder if the City determines that another bid offers the City a better value based upon the reliability, quality of service, or product of such other Bidder

1. Bid Documents

The Bid Documents are available at https://mexicobeachfl.gov/bids/ and on file at Mexico Beach City Hall, 201 Paradise Path, Mexico Beach, Florida 32456. They may be examined at the above address or digital copies May be downloaded for no fee.

3. Bid Form

To receive consideration, all bids shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Bid Form and do not add words to the wording of the Bid Form. No conditions, limitations or provisions shall be attached or added to the Bid Form by the bidder. Alterations by erasure or interlineations must be explained or noted in the bid over the signature of the bidder. Any bid modification must be in writing.

4. Delivery

Each bid shall be addressed to the Tammy Brunson, City Clerk at 201 Paradise Path, Mexico Beach, Florida 32456, and must be received on or before the day and/or hour set for the opening of bids. Bids shall be submitted in duplicate, (1) one marked "Original" and (1) the other, "Electronic Copy". Each bid shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder and the date for opening. It is the sole responsibility of the bidder to ensure that the bid is received on time. The City will check the bids and notify the selected bidder at the earliest opportunity, not to exceed 60 days from the date of bid opening.

5. Complete Bid Amounts; Examinations of Specifications, Work Sites

Bids shall be compensation in full for the complete work and included all of Contractor's costs for completing the work and include mobilization, all materials, labor insurance, taxes, overhead and profit, and miscellaneous items needed to complete the bid. No allowance will be made to any bidder because of a claimed lack of examination or knowledge. Any unit pricing provided by Contractor shall solely be for the convenience of the City in the event City wishes to increase or decrease the scope of work after contract award. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination. Bidders shall direct any questions via e-mail to Emily Thomasee, Anchor CEI, Inc. at ethomasee@anchorcei.com and Tammy Brunson, City Clerk at t.brunson@mexicobeachfl.gov by the date as described in the Advertisement

6. Withdrawal of Bids

Any bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids. No bidder may withdraw his bid for a

period of 60 days after the date for opening and all bids shall be subject to acceptance by the City during this period.

7. Basis of Award

The City shall award the Contract to the lowest responsive and responsible bidder; provided, however, the City reserves the right to award the Contract to a Bidder who is not the lowest responsive and responsible bidder if the City determines in its reasonable discretion that another Bid offers the City a better value based upon the reliability, quality of service, or product of such other Bidder. The City reserves the right to:

a. reject any or all bids received;
b. select and award any portion of any or all bid items;
c. limit quantities under bid items; and
d. waive minor informalities and irregularities in the bids and bidding.

8. Execution of Agreement

The successful bidder shall, within 10 days after receipt of the Notice of Award shall sign and deliver to the City the required contract included as part of this Request for Bids. The applicable terms of such contract apply to this Request for Proposals as if set forth fully herein. The contractor shall also deliver any required bonds and policies of insurance or insurance certificate as required. All bonds and insurance documents shall be approved by the City before the successful bidder may proceed with the work.

9. Point of Contact

Emily Thomasee, Anchor CEI, Inc. ethomasee@anchorcei.com and Tammy Brunson, City Clerk t.brunson@mexicobeachfl.gov will be the only points of contact for this bid. **Under no circumstances may a bidder contact any City Council member or other City employee concerning this bid until after award.** Any such contact may result in bid disqualification. The last day for questions will be the date described in the Advertisement for RFP.

10. Representations

This Request for Bids contain the provisions required for the project. Information obtained from an office, Director, or employee of the City for any other person shall not affect the risks or obligations assumed by the bidder or relieve the bidder from fulfilling any of the conditions of the contract.

11. Performance and Payment Bond

In the event that the Contract resulting from this Request for Bids exceeds $150,000 Contractor shall be required to purchase and provide payment and performance bonds

according to the standard template provided by Chapter 255 of the Florida Statutes. The cost of any such bonds will be borne by the Contractor.

12. Bid Protest

A notice of protest must be submitted within three business days after posting of the recommendation of award on the City of Mexico Beach website or during a public meeting of the City Council. The protest must be in writing, via e-mail, letter, or fax and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by the City of Mexico Beach.

Each proposal **shall** include, but need not be limited to, the following information.

One original and one copy of:

1. Addendum Acknowledgement
2. Anti-Collusion Clause
3. Conflict of Interest
4. Drug Free Workplace
5. E-Verify
6. Public Entity Crime Form (PUR7068)
7. Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying
8. Bid Form
9. Statement of Qualifications

Mexico Beach ADA Dune Walkover at 7th Street
SCOPE OF WORK

- Demolition of approximately 90 LF of existing wood and composite walkover structure (portion of existing walkway closest to roadway to remain).
- Relocation of existing signage.
- Construction of 200 LF of 5' wide composite and wood walkover and all necessary components per the Bid Documents.
    - The City may request progress inspections at the City's discretion as work progresses.
    - Substantial completion for construction shall be 90 days after execution of Agreement and Notice to Proceed.
    - Final completion for construction shall be no later than 120 days after execution of Agreement and Notice to Proceed.

Please note that the City of Mexico Beach is a tax-exempt entity. The selected Bidder will be expected to adhere to the City's tax-exempt status regarding purchases for materials above the threshold established in the Sales Tax Purchasing Agreement.

INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

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

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

c. The Contractor acknowledges that unauthorized possession, use or threat of use of weapons or firearms is not permitted on City property, including Contractor's vehicles.

2. INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance on policies and with insurers acceptable to City. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the Contractor. The insurance coverages and limits required of Contractor under this Agreement are designed to meet the minimum requirements of City and the City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities. Contractor alone shall be responsible to the sufficiency of its own insurance program.

The Contractor shall be solely responsible for all of its property, including but not limited to any materials, labor, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The Contractor expressly waives any claim against City arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the City or anyone for whom the City is responsible.

The Contractor's deductibles/self-insured retention's shall be disclosed to City and are subject to City's approval. They may be reduced or eliminated at the option of City. The Contractor is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss

shall be the responsibility of Contractor and shall not be greater than $25,000, unless otherwise agreed to, in writing, by City.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of City shall be considered excess.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

The Contractor shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less tan:

$1,000,000	Limit Each Accident
$1,000,000	Limit Disease Aggregate
$1,000,000	Limit Disease Each Employee

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

The Contractor shall provide to City an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

Contractor shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Professional Liability, Premises and Operations, Personal Injury, Contractual Liability for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages. Limits of coverage shall not be less than:

Bodily Injury, Property Damage & Personal Injury Liability	$1,000,000 Limit Each and	Combined Single Occurrence,
	$1,000,000	Aggregate Limit

The Contractor shall add City as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall

be attached to or incorporated by reference on the Certificate of Insurance to be provided by Contractor pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

The Contractor shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of Contractor's owned, non-owned, leased, rented or hired vehicles with limits not less than:

Bodily Injury & Property Damage	$500,000 Combined Single Limit Each Accident

THE CITY OF
MEXICO BEACH
F · L · O · R · I · D · A

APPENDIX A

BID FORMS

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Review the City's website or email ethomasee@anchorcei.com and t.brunson@mexicobeachfl.gov prior to submitting your bid to ensure that you have received addendums.

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any City of Mexico Beach, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a City employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES_____ NO_____

NAME(S)	**POSITION(S)**
_____	_____
_____	_____
_____	_____
_____	_____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

DRUG FREE WORKPLACE
Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

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

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees 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 an 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.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

E-VERIFY

Vendor/Consultant acknowledges and agrees to the following: Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

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

This Form Must Be Signed And Sworn To In The Presence Of A Notary Public Or Other Official Authorized To Administer Oaths And Submitted With The Bid

1. This sworn statement is submitted to _____
   by_____
   For_____

   Whose business address is _____

   _____

   _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):_____

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency of political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

   I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that "affiliate" as defined in Paragraph 2871.33 (1)(a) , Florida Statutes, means:

   (a.) A predecessor or successor of a person or a corporation convicted of a public entity crime, or

   (b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling agreement of equipment or income among persons when not for fair market value under an

arm's length agreement, shall be a prima facie case that one person controls another person. A person knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statute, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

6. I understand by my execution of this document, I acknowledge that the entity submitting this sworn statement has informed by the City of Mexico Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services

to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

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

By: _____

Print name: _____

Its: _____

Sworn to and subscribed before me this _____day of _____, 20___.

Personally known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires_____

_____

[printed, typed or stamped Commissioned Name of Notary Public]

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
(for bids of $100,00 or more)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

CONTRACTOR NAME: _____

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official Date _____

BID FORM ITB NO: 2025-09

This proposal of_____, hereinafter called "BIDDER," organized and existing under the laws of the State of_____ doing business as (Insert "a corporation" or "a partnership" or "an individual" as applicable) _____ _____ is hereby submitted to the City of Mexico Beach.

In compliance with the **INVITATION TO BID**, BIDDER hereby proposes to perform work associated with the **ADA Dune Walkover at 7th Street** project at within the City of Mexico Beach as identified in the Instruction to Bidders of this Contract Document and Construction Drawings, as described in this BID, complete in every detail. Please see BID-FORM, Page 2 to complete BID FORM in detail.

BID should include all applicable taxes, shipping charges and fees as applicable.

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

The Unit Price Contract Amount is:

_____ ($_____)

(Words)

submitted by:

_____

Name of BIDDER Submitting This BID

BID Prepared By:_____

SEAL: (If BID is by Corporation)

_____

Name of Individual Who Prepared This BID

Contact Email: _____

Address:_____

Phone:_____

Signature of Authorized Representative of BIDDER:

_____Date:_____

BASE BID FORM (PLEASE COMPLETE)					
Bid Item #	**Description**	**Qty**	**Unit**	**Cost**	**Total**
1.	Mobilization/Demobilization (10% of the total contract base bid amount)	1	LS	$	$
2.	Bonds and Insurance (5% of the total contract base bid amount)	1	LS	$	$
3.	Demolition of Existing Walkway	90	LF	$	$
4.	Remove & Replace Existing Signage	1	LS	$	$
5.	Earthwork	1	LS	$	$
6.	Restoration	1	LS	$	$
7.	5' Wide Composite and Wood Walkover	200	LF	$	$
8.	Metal Handrail	400	LF	$	$
9.	Closeout & Record Drawings	1	LS	$	$
				BASE BID TOTAL	$

ALLOWANCES					
Bid Item #	**Description**	**Qty**	**Unit**	**Cost**	**Total**
A.1	Reuse existing walkover materials	**LS**	**1**	$	$

Note: Please refer to the Measurement and Payment section for a list of items to be included in the Lump Sum price for each location.

END OF BID FORM

BID BOND

BY THIS BOND, we_____as Principal and _____, a corporation, as Surety, are bound to the City of Mexico Beach, Florida, as OWNER, in the sum of $_____ for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. THE CONDITION of this bond is such that:

1. The Principal has submitted to the OWNER a certain BID dated _____ _____.

2. If said BID shall be rejected, or, if said BID shall be accepted and the Principal shall execute and deliver a Contract and furnish bonds for the faithful performances of work and for the payment of all persons performing labor and furnishing materials in connection therewith and shall fulfill all other aspects created by the acceptance of said BID, then this obligation shall be void. Otherwise, this bond shall remain in full force and effect with it being expressly understood and agreed that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the amount of this obligation. This Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and this bond shall, in no way, be impaired or affected by any extension of time within which the OWNER may accept such BID; and Surety hereby waives notice of any such extension. Signed, sealed, and delivered in three counterparts on CORPORATE PRINCIPAL

By:_____

Attest:_____

Its:_____

Seal: _____

Acknowledged and subscribed on_____, before the undersigned authority by_____, as the_____of the Corporation named as _____ Principal and with due authorization of the Corporation.

Notary Public

SURETY

By:_____

Attest: _____

Countersigned: By:_____

Seal:

Attorney-in-Fact, State of Florida

STATEMENT OF EXPERIENCE

This form shall be completed in its entirety and submitted to the OWNER's representative for the Mexico Beach ADA Dune Walkover at 7th Street project. The City of Mexico Beach will be the sole judge in determining if the prospective contractor has the experience and expertise to perform the required work. If the CONTRACTOR will be utilizing a SUBCONTRACTOR for any portion of this project, please indicate below and complete the specific section referenced. Part 3 shall be completed by the entity (either CONTRACTOR or SUBCONTRACTOR).

☐ CONTRACTOR WILL SELF-PERFORM CONSTRUCTION
☐ CONTRACTOR WILL UTILIZE SUBCONTRACTOR TO PERFORM CONSTRUCTION

PART 1: CONTRACTOR CONTACT INFORMATION

Company Name:_____

Address:_____

_____

Phone: _____ Contact Person: _____

E-Mail Address of Contact Person: _____

Number of Similar Projects Completed in the Last 5 Years: _____

PART 2: SUBCONTRACTOR CONTACT INFORMATION

Name:_____

Address:_____

_____

Phone: _____ Contact Person: _____

E-Mail Address of Contact Person: _____

Number of Similar Projects Completed in the Last 5 Years: _____

PART 3: CONTRACTOR/SUBCONTRACTOR PROJECT REFERENCES

List three projects completed in the last 5 years that are similar in size/complexity of this project:

1. Project Name:_____

   Owner:_____

   Contact Person: _____

   E-Mail Address of Contact Person: _____

   Project Description:_____

   Project Duration: _____

   Approximate Date of Completion: _____

2. Project Name:_____

   Owner:_____

   Contact Person: _____

   E-Mail Address of Contact Person: _____

   Project Description:_____

   Project Duration: _____

   Approximate Date of Completion: _____

3. Project Name:_____

   Owner:_____

   Contact Person: _____

   E-Mail Address of Contact Person: _____

   Project Description:_____

   Project Duration: _____

   Approximate Date of Completion: _____

THE CITY OF
MEXICO BEACH
F · L · O · R · I · D · A

APPENDIX B

CONTRACT FORMS

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the **CITY OF MEXICO BEACH, FLORIDA**, a municipal corporation (City) and _____ (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide all materials and labor required to deliver the Scope of Work published as part of the Request for Proposals. The Request for Proposals is incorporated herein as a part of this Agreement.

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

2. COMPENSATION

As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the Bid Form and Request for Bids.

a. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract bid price, as the case may be, by a fair and reasonable valuation.

3. PAYMENT

The "closure date" for work to be invoiced for payment shall be the 30th of each calendar month, except February where it shall be the 28th. The Contractor shall submit an itemized invoice to the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to the end user departments no later than three days after the closure date of each calendar month.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the day and year first above written for an initial term of one year.

5. TERMINATION OF CONTRACT

This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party.

6. COMPLIANCE WITH LAWS.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Mexico Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

7. WARRANTY

The Contractor agrees that, in addition to any manufacturer's warranty, for one year after completion of the work, Contractor will immediately repair or replace defective equipment, materials, supplies found by the City.

8. INSURANCE AND INDEMNIFICATION

a. Contractor shall at its expense maintain in force during the Term the insurance policies required by the Request for Bids. All such insurance shall name the City, its officers, employees and agents as additional insured.

b. All coverage maintained by Contractor pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days' prior written notice to the City.

c. Within thirty days of the date of this agreement, and in no event less than seventy two hours (72) hours prior to the Term, and thereafter upon the written request of the City, Contractor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy this provision, the documentation required by this part must be sent to t.brunson@mexicobeachgov.com or the following address: City of Mexico Beach, Attn: City Clerk, 201 Paradise Path, Mexico Beach, FL 32456.

d. Contractor shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the sites by Contractor or anyone claiming by, through or under Contractor; or (ii) the breach of any of Contractor's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Contractor and City, but excluding any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.

e. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Contractor and shall afford the Contractor and its counsel, at the Contractor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

9. ATTORNEY'S FEES

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

10. TIME

The Contractor must achieve substantial completion within 90 days of this contract, with an additional 30 days to final completion. Time is of the essence in this Agreement. Liquidated Damages will be set at $250 a day.

11. FORCE MAJEURE

The Contractor's failure or inability to perform the stated scope of services at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

10. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

13. ASSIGNMENT

This Agreement is not assignable.

14. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

15. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

16. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

17. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

a. As to City:
   Mell Smigielski, City Administrator
   mell@mexicobeachfl.gov
   201 Paradise Path
   Mexico Beach, Florida 32456
   (850) 648-5700

b. As to Contractor: _____
Contract Representative:_____
Title/Position: _____
Email address:_____
Mailing address:_____
Phone:_____ Cell:_____

18. ENTIRE AGREEMENT

The Request for Bids, this Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.

_____
CONTRACTOR NAME

By: _____
Print Name:_____
Title:_____

ATTEST:

_____
Tammy Brunson, City Clerk

THE CITY OF MEXICO BEACH, FLORIDA,
a municipal corporation

By:_____
Richard Wolff, Mayor

PUBLIC CONSTRUCTION BOND

Bond No._____(enter bond number)

BY THIS BOND, We_____, as Principal And_____a corporation, as Surety, are bound to the City of Mexico Beach, Florida, herein called OWNER, in the sum of $_____ for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____ between Principal and OWNER for **ITB 2025-09 – ADA Dune Walkover at 7th Street**, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the contract; and
3. Pays OWNER all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that OWNER sustains because of a default by Principal under the contract; and,
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void; otherwise, it remains in full force.

Any action instituted by a claimant under this Bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

DATED ON_____,

_____
(Name of Principal)

_____
By (As Attorney in Fact) (Name of Surety)

NOTICE OF AWARD

TO: _____

_____

_____

_____

PROJECT DESCRIPTION:

The OWNER has considered the BIDs submitted in response to its advertised **ITB 2025-09 – ADA Dune Walkover at 7th Street**.

All interested parties are hereby notified that the BID submitted by

_____ for the **ADA Dune Walkover at 7th Street** project has been accepted for the Work described in the Bid Documents in the amounts of

$_____

As required by the Instruction to Bidders, please execute the Agreement and furnish the required CONTRACTOR's Certificates of Insurance and Construction Bonds within 10 business days from the date of this notice.

You are further required to return an acknowledged copy of this Notice of Award to the OWNER with the executed Agreement and required Certificates of Insurance and Bonds within the 10 business days.

If you have any questions, please contact Emily Thomasee, Anchor CEI (OWNER's Representative), ethomasee@anchorcei.com (850) 215-1285.

Dated this_____day of_____, 2026.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW THIS PAGE]

City of Mexico Beach

By: _____

Name: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged:

By _____

This the_____day of_____, 20___.

Name: _____

Title: _____

NOTICE TO PROCEED

DATE: _____

TO: _____

_____

_____

PROJECT: **ITB NO: 2025-09 – ADA Dune Walkover at 7th Street**

You are hereby notified to commence Work in accordance with the Agreement dated___ _____, 20___, on or before _____, 2026 and you are to substantially complete the Work within ***90*** calendar days. The date of substantial completion of all Work is therefore _____, 2025. Contractor will have ***30*** calendar days from the date of substantial completion to address any unresolved issue in order to reach final completion of the project. The date of final completion of all Work is therefore _____, 2026 (120 calendar days from Notice to Proceed to Final Completion).

You are required to return an acknowledged copy of this Notice to Proceed to the City.

BY: **CITY OF MEXICO BEACH**

_____

Mayor Richard Wolff Date

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

_____

CONTRACTOR's Name

This the_____day of_____, 2026.

_____

Signature

By: _____

Type or Print Name

Title: _____

THE CITY OF
MEXICO BEACH
F · L · O · R · I · D · A

APPENDIX C

TECHNICAL SPECIFICATIONS

SECTION 00100
GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Intent of the Contract Documents, Drawings and Specifications
5. Shop Drawings
6. Materials, Services, and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations, and Project Layout
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Defective Work
17. Suspension of Work, Termination, and Delay
18. Payments to Contractor
19. Acceptance of Final Payment as Release
20. Contract Security
21. Assignments
22. Indemnification
23. Separate Contracts
24. Subcontracting
25. Engineer's Authority
26. Land and Right-of-Ways
27. Guarantee
28. Claims and Disputes
29. Taxes
30. Contract Time, Schedule of the Work, and Time Extensions
31. Use of Site
32. Temporary Facilities
33. Clean Up and Disposal of Waste Materials
34. Warranty of Title
35. Ownership of Hidden Valuable Materials
36. As-Built Plans and Documents to be kept at the Site
37. Silence of Specifications
38. Gratuities
39. Audit and Access to Records
40. Equal Opportunity Requirements
41. Changed Conditions
42. Compliance with Laws
43. Public Entity Crimes
44. Insurance Requirements

1.0 DEFINITIONS

1.1 Unless otherwise expressly noted, wherever used in the Contract Documents the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

1.2 ADDENDA - Written or graphic instruments, issued by Owner or Engineer prior to the execution of the Agreement, which modify or interpret any of the Contract Documents by additions, deletions, clarifications, or corrections.

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

1.4 BIDDER - Any person, firm, or corporation submitting a Bid for the Work.

1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments or surety, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.

1.6 CHANGE ORDER - A written order to the Contractor issued in accordance with the procedures set forth in the Contract Documents, authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

1.7 CONSTRUCTION CHANGE DIRECTIVE – A Construction Change Directive is a written order prepared by the Engineer and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Agreement, order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Contract Price and Contract Time being adjusted accordingly.

1.8 CONTRACT DOCUMENTS – Collectively the Agreement, Proposal Form, Payment Bond, Performance Bond, General Conditions, Supplemental Conditions, if any, Notice of Award, Notice to Proceed, Drug Free Workplace Program Statement, Trench Safety Act Certificate of Compliance, Public Entity Crimes Statement, Sales Tax Exemption Addendum, Certificate of Insurance, Release and Affidavit from Contractor, Release and Affidavit from Subcontractor, Application and Certificate for Payment, Certificate of Substantial Completion, Contract Change Order(s), Construction Change Directives, Field Orders, Drawings, Specifications and Addenda. The Contract Documents are sometimes referred to herein as the Agreement.

1.9 CONTRACT PRICE - The total compensation payable by Owner to Contractor under the terms and conditions of the Contract Documents.

1.10 CONTRACT TIME - The total period of time beginning with the date of commencement of the Work as authorized by the City and ending on the required date for Substantial Completion of the Work. The Contract Time is set forth with more specificity in Section 10 of the Agreement.

1.11 CONTRACTOR - The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

1.12 CITY or OWNER – The City of Mexico Beach, Florida, acting through its City Council and Charter Officers.

1.13 DRAWINGS - The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.14 ENGINEER - The person, firm or corporation named as such in the Agreement.

1.15 FIELD ORDER - A written order effecting a clarification or change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by Engineer or Owner to Contractor during construction.

1.16 NOTICE OF AWARD - The written notice of the acceptance of the Bid from the City to the successful Bidder.

1.17 NOTICE TO PROCEED - Written communication issued by the City to the Contractor authorizing it to proceed with the Work and establishing the date for commencement of the Work.

1.18 OWNER - Same as CITY; same as City of Mexico Beach, Florida.

1.19 PROJECT – The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the City or by separate contractors and is formally known as the ADA Dune Walkover at 7th Street project.

1.20 PROJECT ADMINISTRATION MANUAL (sometimes referred to herein as the "MANUAL") – The City's manual of forms and standard administrative procedures regarding project administration. Contractor acknowledges and agrees it has received a copy of the current Manual and shall

incorporate any modifications or updates issued by the City into its copy of the Manual to ensure the Manual is kept up to date.

1.21 PROJECT REPRESENTATIVE -The Project Representative shall be the City's representative with respect to the Project and may be a City employee or an outside consultant. The Project Representative shall have authority to transmit instructions, receive information, and interpret and define the City's policies and decisions with respect to the Work. However, except as may be otherwise expressly authorized in writing by the City, the Project Representative is not authorized on behalf of the City to issue any verbal or written orders or instructions to Contractor that would have the affect, or be interpreted to have the affect, of amending or modifying the terms or conditions of the Contract Documents or modifying or amending in any way whatever the:

1.21.1 Scope or quality of Work to be performed and provided by Contractor as set forth in the Contract Document;

1.21.2 The time within which Contractor is obligated to complete the Work; or

1.21.3 The amount of compensation the City is obligated or committed to pay Contractor as set forth in the Contract Documents.

1.22 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

1.23 SPECIFICATIONS - The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.24 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.

1.25 SUBSTANTIAL COMPLETION - That date certified by the Engineer when the Work or an Owner specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Work or the Owner specified part thereof can be utilized by Owner for the purposes for which it is intended.

1.26 SUPPLEMENTAL CONDITIONS - Modifications to the General Conditions required by Owner.

1.27 SUPPLIER - Any person or organization who supplies materials or equipment for the Work for or on behalf of Contractor, including those fabricated to a special design, but who does not perform labor at the site.

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

2.0 ADDITIONAL INSTRUCTION AND DETAIL DRAWINGS

2.1 From time to time, Contractor may be furnished additional instructions and detail drawings by the Engineer as necessary to permit Contractor to carry out the Work required by the Contract Documents.

2.2 Any such additional drawings and instructions supplied to Contractor shall be issued as a Field Order. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

3.0 SCHEDULES, REPORTS AND RECORDS

3.1 The Contractor shall submit to the City such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

3.2 Contractor shall prepare and provide its construction progress schedule ("Construction Schedule") prior to submitting is first Application for Payment, showing the order in which the Contractor proposes to carry on the Work, including dates at which the various parts of the Work will be started, estimated date of completion of each part and, as applicable, the dates at which special drawings will be required and dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 Further, the Construction Schedule shall not only include the overall progress schedule for the Work to be provided by Contractor hereunder, but also shall include reasonable time periods for Engineer's performance, as accepted by Engineer. The Construction Schedule and any other schedules required by the City hereunder shall be updated monthly. The Construction Schedule and all updates to it shall not exceed the time periods established in the Contract Documents and shall be subject to the City's and Engineer's review and comment.

3.4 Contractor's submittal of a satisfactory Construction Schedule and updates thereto and the City's acceptance of same shall be a condition precedent to the City's obligation to pay Contractor; provided, however, the acceptance of any such schedule or update by Owner shall not be deemed an admission by Owner that such schedule or update is reasonable, accurate or correct.

3.5 The Contractor shall also submit a schedule of payments, for Owner's review and approval that the Contractor anticipates will be earned during the course of the Work.

4.0 INTENT OF THE CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS

4.1 It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the Contract Documents. If the Contract Documents include words or terms that have a generally accepted technical or industry meaning, then such words or terms shall be interpreted to have such standard meaning unless otherwise expressly noted in the Contract Documents. Reference to standard specifications, manuals or codes of any technical society, organization, or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein. Provided, however, in the event the standard specification, manual, code, law or regulation is changed after the Agreement has been executed by the parties, a Change Order shall be issued equitably adjusting the Contract Price and/or Contract Time to the extent such change materially impacts the Contract Time and/or Contract Price.

4.2 Contractor shall perform the Work consistent with the intent of the Drawings, Specifications, and other Contract Documents, and Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental items necessary to complete the Work in an acceptable manner, ready for use, occupancy or operation by the City.

4.3 Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall

not be interpreted as establishing divisions for the Work, trades, subcontracts or extent of any part of the Work. In the event of a discrepancy between or among the Drawings, Specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon Contractor, as determined by the City.

4.4 If during the performance of the Work Contractor discovers a conflict, error, or discrepancy in the Contract Documents, including the Drawings and Specifications, Contractor immediately shall report same to Engineer and Owner in writing, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from Engineer. Work done by the Contractor after discovery of such conflict, error, or discrepancy without such written interpretation or clarification from Engineer, shall be done at the Contractor's risk. Prior to commencing the Work, Contractor shall first take all necessary field measurements and verify the applicable field conditions. After taking such measurements and verifying such conditions, Contractor shall carefully compare such measurements and conditions with the requirements of the Contract Documents, taking into consideration all other relevant information known to Contractor, for the purpose of identifying and bringing to Engineer's and City's attention all conflicts or discrepancies with the Contract Documents. Contractor is solely responsible for verifying all field measurements and conditions.

4.5 Contractor shall comply with the City's standard forms and procedures as set forth in the City's Project Administration Manual relating to

4.6 Project administration. To the extent there is no form or procedure for a particular matter, then Contractor shall comply with the form or procedure reasonably required by the City. Once a standard form has been executed by Contractor and Owner as necessary, the executed copy shall become part of the Contract Documents.

5.0 SHOP DRAWINGS

5.1 The Contractor shall provide shop drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. Any shop drawing which deviates from the requirements of the Contract Documents must be first authorized by a Change Order.

5.2 When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that it has reviewed, checked and approved the

shop drawings and that they are in conformance with the requirements of the Contract Documents.

5.3 Portions of the Work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved 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.

6.0 MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the Work within the Contract Time.

6.2 Materials and equipment shall be stored by Contractor to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

6.5 Materials, supplies and equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest or lien is retained by the seller.

7.0 INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents or required by applicable governmental law, rule or regulation.

7.2 The City, Engineer, their respective representatives, agents and employees and governmental agencies with jurisdiction over the Project shall have access at all times to the Work whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper and safe conditions for such access, and also for any inspection or testing thereof. Contractor shall

provide the City and Engineer with timely prior written notice (at least 48 hours) of the readiness of the Work for all required inspections, tests or approvals.

7.3 In addition, authorized representatives, and agents of any participating Federal or State agency shall be permitted to inspect all Work, materials, payrolls, personnel records, material invoices, and other relevant data and records.

7.4 The Contractor shall provide at the Contractor's expense all testing and inspection services required by the Contract Documents or any applicable governmental law, rule, or regulation. Re-inspection and re-testing fees and costs of all testing failures shall be at the Contractor's expense.

7.5 If the Contract Documents or any applicable governmental law, rule, or regulation requires any portion of the Work to specifically be inspected, tested, or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish the Engineer the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the City and Engineer.

7.6 Neither observations by Engineer or the City, nor inspections, tests or approvals by the Engineer or others shall relieve the Contractor from the obligations to perform the Work in accordance with the requirements of the Contract Documents.

7.7 If any Work is covered contrary to the written instruction of the Engineer, it must, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's expense.

7.8 If any Work that is to be inspected, tested or approved pursuant to the Contract Documents or any applicable governmental law, rule or regulation is covered without such inspection, testing or approval having been satisfactorily obtained by Contractor and without obtaining the written concurrence from Engineer, Contractor shall uncover, expose or otherwise make available the Work for such observation, inspection or testing as directed by Engineer, and Contractor shall be responsible for all such costs of uncovering, exposing, observation, inspection, testing, and reconstruction.

7.9 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others that was not otherwise required to be tested or inspected by the terms of the Contract Documents or any applicable governmental law, rule or regulation, the Contractor, at the Engineer 's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work

in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

8.0 SUBSTITUTIONS

8.1 Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function may be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance, quality, and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance, quality and function to that specified, the Engineer may allow its substitution and use by the Contractor. If the Contractor based its bid on "or equal" products and the City and/or Engineer determine that one or more of the Contractor's proposed "or equal" products included in its bid fails to meet the requirements of the Contract Documents, Contractor may be required, at City's sole discretion, to provide products conforming with the requirements of the Contract Documents at no additional cost to the City per the City's direction.

8.2 If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall certify that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. Contractor shall also certify that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of Substantial Completion of the Work within the Contract Time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. Contractor shall also provide an itemized estimate of all costs

that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Engineer in evaluating the proposed substitute. Engineer or Owner may require Contractor to furnish at Contractor's expense additional data about the proposed substitute. Further, Contractor shall reimburse Owner for the changes of Engineer and Engineer's consultants for evaluating each proposed substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the Work while the substitute was undergoing review.

9.0 PATENTS

9.1 The Contractor shall pay all applicable royalties and license fees and shall defend all suits or claims for infringement of any patent rights and save the City harmless from loss on account thereof, except that the City shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified. Provided, however, if the Contractor has reason to believe that the design, process, or product specified is an infringement of a patent, the Contractor shall be responsible for such loss or claim unless the Contractor promptly gives such information in writing to the Engineer and City.

10.0 SURVEYS, PERMITS, REGULATIONS, AND PROJECT LAYOUT

10.1 The City shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of benchmarks adjacent to the Work as shown in the Contract Documents. From the information provided by the City, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batten boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

10.2 The Contractor shall carefully preserve benchmarks, reference points and stakes. Contractor is solely responsible for maintaining all benchmarks, reference points, and stakes, and is solely responsible for any mistake that may be caused by their loss or disturbance. The Contractor shall be held responsible for all mistakes that may be caused by the loss or disturbance of any such benchmarks, reference points or stakes.

10.3 The Contractor shall engage for the performance of Project layout and control, a Professional Land Surveyor registered in the State of Florida to practice land surveying. Said surveyor must carry Professional Liability Insurance in the amount of at least one million dollars ($1,000,000) per occurrence. The land surveyor employed for this Project must comply

with the Minimum Technical Standards for Surveying and Mapping pursuant to Florida Statute 472.027.

10.4 Should the Contractor in the course of its Work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, it shall immediately inform the Engineer of the discrepancy between actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the drawings.

No claim shall be made by the Contractor against the City for compensation or damage by reasons of failure of the Engineer to represent upon the Drawings points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

10.5 All permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise expressly noted in the Contract Documents. These shall include all building permits, burn permits, debris disposal permits, etc. All licenses, easements and variances for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified in the Contract Documents. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and governmental permits and approvals bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer and City in writing, and any necessary changes shall be adjusted as provided in Section 13 below.

11.0 PROTECTION OF WORK, PROPERTY, AND PERSONS

11.1 The Contractor is responsible for the safety and protection of all persons and property on or about the Project site during the progress of the Work, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. Further, it is Contractor's responsibility to protect from damage or loss all material and equipment to be incorporated into the Work whether in storage on or off the Project site. Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work and shall develop and implement, in accordance with the requirements of the Contract Documents, a safety plan for the Work. Contractor's safety plan shall include a hurricane protection plan. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the City has occurred.

11.2 1The Contractor will comply with all applicable codes, laws, ordinances, rules, regulations and orders of the City and any public body having jurisdiction over the Work, including the Occupational Safety and Health Administration (OSHA) and any State Safety and Health agency requirements and all of their safety codes, laws, ordinances, rules and regulations. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Contractor shall notify owners of adjacent property and of any underground structures or improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, or replacement of their property.

The Contractor will remedy all damage, injury or loss to any property caused by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable.

11.3 Barricades, Guards and Safety Provisions: To protect persons from injury and to avoid property damage, adequate barricades, construction signs, torches, red lanterns, and guards shall be placed and maintained during progress of construction work and until it is safe for both pedestrians and vehicular traffic. Rules and regulations of local authorities regarding safety provisions shall be observed.

11.4 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Engineer or City, shall act to prevent threatened damage, injury, or loss. The Contractor will give the Engineer prompt written notice of any such emergency and to the extent the emergency was not caused by the fault or neglect of Contractor or anyone for whom Contractor is responsible, a Change Order shall be issued covering the necessary and reasonable changes and deviations involved.

11.5 At all times during the performance of the Work at the Project site, Contractor shall have designated, and located on a full-time basis at the Project site, a qualified individual whose responsibility shall be to monitor and enforce Contractor's safety program at the Project site; such individual shall be deemed to be the Contractor's Project Superintendent. However, Contractor may designate by written notice to the City another individual, reasonably acceptable to the City, who shall be Contractor's safety representative at the Project site.

11.6 Alcohol, drugs, and all illegal substances are strictly prohibited on the Project site and any City property. All employees of Contractor, as well as those of all Subcontractors and those of any other person or entity for whom Contractor is legally liable (collectively referred to herein as "Employees"), shall not possess or be under the influence of any such

substances while on the Project site or any City property. Further, employees shall not bring on to the Project site or any City property any gun, rifle or other firearm, or explosives of any kind. Provided, however, to the extent explosives are reasonably required with respect to the performance of the Work, Contractor shall strictly comply with the Contract Documents and any and all rules and regulations of Owner or of any applicable governmental agency as it relates to the storage, handling and use of such explosives.

12.0 SUPERVISION BY CONTRACTOR

12.1 The Contractor will supervise and direct the Work. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the Project site on a full-time basis a qualified superintendent acceptable to the City. The superintendent and his or her designees shall have full authority to act on behalf of the Contractor and all communications given to the superintendent or his or her designee shall be as binding as if given to the Contractor. The superintendent or his or her designee shall be present on the site at all times when any portion of the Work is being performed to ensure adequate supervision and coordination of the Work.

13.0 CHANGES IN THE WORK

13.1 The City may at any time during the progress of the Work, as the need arises and in its sole discretion, order changes within the general scope of the Work without invalidating the Agreement. Promptly after being notified of a change, but in no event more than 14 days after its receipt of such notification (unless the City has agreed in writing to a longer period of time), Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, no addition or changes to the Work shall be made except upon a properly issued Change Order, Construction Change Directive or Field Order. No officer, employee or agent of the City is authorized to direct any extra or changed work without a properly issued Change Order, Construction Change Directive, or Field Order.

13.2 All changes to the Work must be authorized by means of a written Change Order that is mutually agreed to by the City and Contractor or a Construction Change Directive issued by the City or a Field Order issued by the City or Engineer. If the change is to be accomplished through a Change Order, the Change Order, in the form set forth in the City's Project Administration Manual, shall be prepared by Contractor, reviewed by Engineer and the City, and executed promptly by the parties after an agreement is reached between Contractor and the City concerning the requested changes. Contractor shall promptly perform changes

authorized by duly executed Change Orders. The Contract Price and Contract Time shall be adjusted in the Change Order in the manner as the City and Contractor shall mutually agree. The Change Order shall identify the changed work. Also, where the Contract Price is based upon unit prices, a Change Order may be used for work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes must be recorded on an executed Change Order before they can be included in a monthly Application for Payment.

13.3 To the extent the Contract Price is based on unit prices, the City reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary in order to complete the Work contemplated by this Agreement.

13.4 If the City and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the City in a written Construction Change Directive. In that event, the Contract Price and Contract Time shall be adjusted in the Construction Change Directive as determined by the City. If Contractor disagrees with the City's adjustment determination, Contractor must make a claim strictly in accordance with the terms of the Contract Documents or else be deemed to have waived any claim it might otherwise have had on that matter.

13.5 The City shall have the right to conduct an audit of Contractor's books and records, as well as those of its Subcontractors and Suppliers, to verify the accuracy of Contractor's estimates or claims with respect to Contractor's cost and time impacts associated with any Change Order or Construction Change Directive.

13.6 The Engineer or City at any time may direct Contractor to make changes to the Work by issuing a Field Order, so long as such changes do not require or result in any adjustment to the Contract Price or Contract Time and are generally within the scope of the Work. Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer or City unless the Contractor believes that such Field Order entitles the Contractor to a change in the Contract Price or Contract Time, or both. In the event Contractor believes the Field Order requires a change to the Contract Price or Contract Time, it must provide written notice to the Engineer and City within 5 business days of receipt of the Field Order and before starting with any changed Work. Failure to provide such notice waives Contractor's right to claim such work requires a change in the Contract Price or Contract Time. Once Contractor has provided timely written notice, it shall proceed as directed by City in

writing, and thereafter shall file a claim in accordance with the procedures required herein.

14.0 CHANGES IN CONTRACT PRICE

14.1 The Contract Price may be changed only by a Change Order or Construction Change Directive issued in accordance with the terms of the Contract Documents. If the Change Order or Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods: mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; or unit prices stated in the Contract Documents or subsequently agreed upon; or cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or on a time and material basis.

14.2 In the event the Owner elects to proceed with changed work on a time and material basis, the following provisions shall apply:

14.3 For all labor, including a foreman in direct charge of the specified operations, the Contractor shall receive a sum equal to the current standard local rate of wages actually paid for every hour that the labor is actually engaged in such changed work, plus the actual cost of social security taxes, unemployment insurance, and workmen's compensation insurance based on the actual wages paid for such labor, to which cost shall be added an amount equal to 10% thereof for all overhead and profit (including all general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the changed work).

14.4 For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges as shown by original receipted bills, to which cost shall be added an amount equal to 10% thereof for all overhead and profit.

14.5 For any construction equipment or special equipment including fuel and lubricants therefor, required for the economical performance of the changed work, the Engineer shall allow the Contractor a rental price, to be agreed upon in writing before such work is begun, for every hour that such construction equipment or special equipment is actually operated on the work, which rental price shall include all overhead and profit. Such hourly rental price shall not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors.

14.6 Subcontractors are subject to the above and the Contractor mark-up for overhead and profit shall not exceed 5% of the amount due to the Subcontractor.

14.7 The Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting of all time and material costs, together with appropriate supporting data.

15.0 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 Time is of the essence in the performance of the Work under this Agreement. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents. The required date of commencement of the Work shall be established in the Notice to Proceed to be issued by the City. As noted in the Agreement, Contractor shall commence the Work within 10 calendar days after the required date of commencement. Any Work performed by Contractor prior to the required date of commencement shall be at the sole risk of Contractor. The Notice to Proceed shall be issued within 30 days of the execution of the Agreement by the City. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement of the City and Contractor. If the Notice to Proceed has not been issued within the 30-day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party by providing the City written notice of such termination, in which event such termination shall be deemed a termination for convenience of the City as set forth in Section 17.5 below. Provided, however, notwithstanding anything in the Contract Documents to the contrary, in the event of such termination pursuant to this Section 15.1, Contractor acknowledges and agrees that no payments will be due Contractor, nor shall the City make any payments to Contractor for any Work that would have been authorized under the Agreement once executed by both parties.

15.2 The Contractor will proceed with the Work at such rate of progress to ensure Substantial Completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the City, that the Contract Time for Substantial Completion of the Work is a reasonable period of time. The Construction Schedule shall include the date the Work must be substantially completed by Contractor and all interim milestones required by the City. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where the City can occupy or utilize the Work for its intended purpose. The Engineer shall certify the date Substantial Completion of the Work is achieved. If the City has designated portions of the Work to be turned over to the City prior to Substantial Completion of the entire Work as provided in Section 15.3 below, the Engineer shall certify the date as to when Substantial Completion of such designated portions of the Work have been achieved. The entire Work shall be fully completed and ready for final acceptance by the City within 30 calendar days after Substantial Completion of the Work

or 30 days after Contractor's receipt of the punch list, whichever date occurs last.

15.2.1 Once the Contractor believes it has achieved Substantial Completion of the Work, it shall notify the City and Engineer in writing and request a substantial completion inspection.

15.2.2 Concurrent with its delivery of such written notice, Contractor shall submit its initial punch list for the City's and Engineer's review.

15.2.3 Any Work remaining to be completed or any defective work to be remedied shall be listed on the punch list. Once the substantial completion inspection has been made, Owner and Engineer shall modify the Contractor's initial punch list to include all items to be completed or repaired by Contractor in order to achieve final acceptance of the Work.

15.2.4 Thereafter, the Engineer shall provide Contractor a copy of the final punch list. Such final punch list shall be in compliance with the Contract Documents and all applicable laws, including Section 218.735 of the Florida Statutes.

15.2.5 Accordingly, if the Contract Price is less than $10 million, Engineer shall provide the final punch list to Contractor within 30 calendar days after Contractor has achieved Substantial Completion.

15.2.6 If the Contract Price is $10 million or more, Engineer shall provide the final punch list to Contractor within 60 calendar days after Contractor has achieved Substantial Completion.

15.2.7 Contractor acknowledges and agrees that the failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of Contractor to complete all the Work required under this Contract.

15.3 The City may take early occupancy of all or any portions of the Work, at the City's election, by designating in writing to Contractor the specific portions of the Work to be occupied and the date such occupancy shall commence. If any such specific early occupancy was not expressly identified in the bidding documents issued with respect to this Agreement (as they may have been modified by any applicable Addenda) and such early occupancy adversely impacts Contractor's cost or time of performance, Contractor shall be entitled to an equitable adjustment to the Contract Price and the Contract Time, all in accordance with the other terms and conditions of the Contract Documents.

15.4 The City and Contractor recognize that, since time is of the essence for this Agreement, the City will suffer financial loss if the Work is not

substantially completed within the Contract Time, as said time may be adjusted as provided for herein. In such event, the total amount of the City's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public. It is hereby agreed that it is appropriate and fair that the City receive liquidated damages from Contractor, if Contractor fails to achieve Substantial Completion of the Work within the required Contract Time. Should Contractor fail to substantially complete the Work within the Contract Time, the City shall be entitled to assess, as liquidated damages, but not as a penalty, the amount for liquidated damages as specified in the Agreement for each calendar day thereafter until Substantial Completion is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the City's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion of the Work within the Contract Time.

15.4.1 In the event the Work is not fully completed within 30 days from the date of Substantial Completion, the City reserves the right to assess against Contractor its actual damages incurred as a result of such delay by Contractor.

16.0 CORRECTION OF DEFECTIVE WORK

16.1 Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by the City or Engineer, the Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by the City or Engineer, remove it from the site and replace it with non-defective Work in accordance with the Contract Documents and without additional expense to the City. Further, Contractor shall bear the expense of making good all work of other contractors performing work on the Project destroyed or damaged by such removal or replacement. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals) made necessary thereby, and shall hold the City and Engineer harmless for same. Notwithstanding anything herein to the contrary, the City may determine, at its sole discretion, to accept defective Work. If such determination is rendered prior to final payment, a Change Order or Construction Change Directive shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Price. If the City accepts such defective Work after final payment, Contractor shall promptly pay the City an appropriate amount determined by the City to adequately compensate the City for its acceptance of the defective Work.

16.2 If the Contractor does not take action to correct defective Work or to remove and replace rejected defective Work or if Contractor fails to comply with any of the provisions of the Contract Documents within 10 days after receipt of written notice from the City or Engineer, the City may correct and remedy any such deficiency at the expense of the Contractor. To the extent necessary to complete corrective and remedial action, the City may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which the City has paid Contractor but which are stored elsewhere. Contractor shall allow the City, Engineer and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable the City to exercise the rights and remedies under this Section. All direct, indirect, and consequential costs of the City in exercising such rights and remedies shall be at Contractor's expense, and a Change Order or a Construction Change Directive shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Price. Such direct, indirect, and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's rights and remedies hereunder.

17.0 SUSPENSION OF WORK, TERMINATION, AND DELAY

17.1 The City shall have the right to suspend the Work or any portion thereof for a period of not more than 90 days or such additional time as agreed upon by the Contractor, upon giving Contractor written notice of such suspension to the Contractor. The City or Engineer shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed unless otherwise directed by the City. Provided Contractor strictly complies with the Change Order and Claims procedures set forth in the Contract Documents, Contractor will be entitled to a Change Order adjusting the Contract Price and Contract Time, as provided in the Contract Documents, to the extent attributable to any such suspension, unless said suspension is due to the fault or neglect of Contractor or anyone for whom Contractor is responsible.

17.2 If, through no act or fault of the Contractor, the Work is suspended for a period of more than 90 days by the City or under an order of court or other public authority, or the Engineer fails to act on any request for payment within 30 days after it is submitted, or the City fails to pay the Contractor

any undisputed amounts within 30 days of its approval, then the Contractor may after 10 days from delivery of a written notice to the City and the Engineer and the City's failure to cure such default (or a maximum of 60 days in the event the default cannot reasonably be cured within 10 days provided that the City commences to cure within 10 days and thereafter diligently and continuously pursues said cure) terminate the Agreement and recover from the City payment for all Work properly executed and reasonable termination expenses sustained. In addition, and in lieu of terminating the Agreement, if the Engineer has failed to act on a request for payment or if the City has failed to make any payment within the aforesaid 30 day periods, the Contractor may upon 10 days written notice to the City and the Engineer stop the Work until paid all amounts then due, in which event and upon resumption of the Work, a Change Order shall be issued adjusting the Contract Price and Contract Time as provided in the Contract Documents.

17.3 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the City to terminate the Contractor's right to continue to perform under the Agreement, in whole or in part, as further set forth in this Section, if Contractor:

17.3.1 Fails to begin the Work under the Contract Documents within the time specified herein; or

17.3.2 Fails to properly and timely perform the Work as directed by the City or Engineer or as provided for in the approved Construction Schedule; or

17.3.3 Performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or

17.3.4 Discontinues the prosecution of the Work contrary to the requirements of the Agreement; or

17.3.5 Fails to resume Work which has been suspended within a reasonable time after being notified to do so; or

17.3.6 Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or

17.3.7 Allows any final judgment to stand against it unsatisfied for more than 10 days; or

17.3.8 Makes an assignment for the benefit of creditors; or

17.3.9 Fails to comply with any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or

17.3.10 Fails to supply sufficient skilled workmen or suitable materials or equipment; or

17.3.11 Fails to promptly pay its Subcontractors and Suppliers; or

17.3.12 Disregards the authority of the City or Engineer; or

17.3.13 Materially breaches any other provision of the Contract Documents.

17.4 In rendering its decision as to whether one of the causes under Section 17.3 exist which would permit the City to terminate the Agreement, the City shall be entitled to rely upon the determination of the Engineer concerning such matter.

17.4.1 In such event, and after giving the Contractor and its surety a minimum of 10 days from delivery of a written notice to cure any such default (or a maximum of 60 days in the event the default cannot reasonably be cured within 10 days provided that Contractor commences to cure within 10 days and thereafter diligently and continuously pursues said cure), the City may at its option, and without releasing or waiving its rights and remedies against Contractor's sureties and without prejudice to any other right or remedy, terminate Contractor's right to proceed under the Agreement in whole or in part, and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, take assignments of any of Contractor's subcontracts and purchase orders that the City may designate, and finish the Work by whatever method the City in its sole discretion may deem expedient.

17.4.2 If Contractor's right to proceed under the Agreement is terminated, Contractor shall not be entitled to receive any further payment until the Work is finished. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Engineer and attorneys' fees) or damages incurred by the City incident to such completion (collectively "Completion Costs"), shall be deducted from the unpaid balance of the Contract Price. Upon the City's completion, if the unpaid balance of the Contract Price exceeds the Completion Costs, such excess shall be paid to the Contractor. If the Completion Costs exceed the unpaid balance of the Contract Price, Contractor shall pay promptly to the City on demand the full amount of such excess and interest thereon at a rate of 6% per annum until paid.

17.4.3 The liability of Contractor hereunder for Completion Costs shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the City in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder. Further, in the event the City has exercised its right to terminate due to Contractor's default, Contractor shall be prohibited from bidding or otherwise seeking additional work from the City in accordance with the City's then current debarment policy.

17.4.4 The City may deduct from any payment, any sum owed by the City to Contractor, either under this Agreement or any other agreement between the City and the Contractor. Further, a default by Contractor under any other agreement with the City shall be deemed a default under this Agreement and a default under this Agreement shall be deemed a default under any other agreement between the City and Contractor.

17.5 Where the Contractor's services have been so terminated by the City, said termination shall not affect any right of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from compliance with the Contract Documents. Further, if after notice of termination of Contractor's right to proceed pursuant to Section 17.3, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the City is not entitled to the remedies against Contractor provided herein, then such termination shall be deemed a termination for the City's convenience and Contractor's remedies against the City shall be the same as and limited to those afforded Contractor under Section 17.5 below.

17.6 The City shall have the right to terminate this Agreement without cause upon 10 days from delivery of a written notice to the Contractor. In the event of such termination for convenience, Contractor's sole and exclusive recovery against the City shall be limited to that portion of the Contract Price earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the City, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

18.0 PAYMENT TO CONTRACTOR

18.1 At least 10 days before submitting the first Application for Payment, the Contractor shall submit to the City and Engineer a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City or Engineer may require. It is anticipated the schedule of values substantially will be based upon the Contractor's completed Bid Proposal Form, attached as Section 00030. This schedule, unless objected to by the City or Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 25th of each month, the Contractor will submit to the Engineer an Application for Payment filled out and signed by the Contractor covering the Work performed since the previous month's Application for Payment. The Application for Payment may also include the cost of such materials and equipment which are suitably stored either at or off the site to the extent such payment is approved by City as provided in Section 18.1.1 below. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's Application for Payment. Contractor's Application for Payment shall be in such form and contain such detail and backup as the City reasonably may require.

18.1.1 If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or off the site, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the City, as will establish the City's title to the material and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein, all of which shall be subject to City's satisfaction. City has the discretion whether or not to pay for such unincorporated materials.

18.1.2 The Engineer will, within 10 days after receipt of each Application for Payment, indicate in writing its recommendation as to that portion of the payment being requested by Contractor in the Application for Payment which Engineer believes is due and payable. The City shall pay Contractor that portion of the Application for Payment approved by Engineer and Owner within 15 days of the City's receipt of the Engineer's payment recommendation.

18.1.3 City shall retain an amount equal to 10% of the approved amount to be paid Contractor under each monthly Application for Payment. The retainage shall be accumulated and not released to Contractor until final payment is due. Provided, however, the City reserves the

right, in its sole discretion, to reduce such retainage prior to final payment; but at no time shall the retainage be reduced to less than 5% prior to Contractor achieving Substantial Completion. Provided, further however, if at any time during this Agreement, and in the City's sole discretion, the City becomes dissatisfied with Contractor's performance or if Contractor is in default, the City shall have the right to reinstate the full amount of retainage at 10%.

18.1.4 Monthly payments to Contractor shall in no way imply approval or acceptance of the Work.

18.1.5 Each Application for Payment shall be accompanied by a claim release and waiver in the form set forth in the City's Project Administration Manual from Contractor for all materials, labor, equipment, services and other bills associated with that portion of the Work payment is being requested in that Application for Payment. Further, each Application for Payment shall be accompanied by a claim release and waiver in the form set forth in the City's Project Administration Manual from all Subcontractors and Suppliers evidencing their payment in full through the previous month's Application for Payment. Also, each Application for Payment shall be accompanied by an updated Construction Schedule, a list inventorying all stored materials, a monthly progress status report, and any other document reasonably requested by City. The City shall not be required to make payment until and unless such releases, documents and information are furnished by Contractor. Further, if Contractor is withholding any portion of a payment to any Subcontractor or Supplier for any labor, services, or materials for which the City has paid Contractor, Contractor agrees to refund such money to the City upon demand by the City.

18.1.6 Engineer shall review each Application for Payment submitted by Contractor and shall make recommendations to the City as to the proper amounts, if any, which may be owed Contractor thereunder. Both Engineer and the City shall have the right to refuse to approve payment amounts, or portions thereof, requested by Contractor in an Application for Payment, or rescind any amount previously approved, and the City may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the City and Contractor, to the extent it is reasonably necessary, to protect the City from any expense, cost or loss attributable to:

18.1.6.1 Defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents.

18.1.6.2 The filing or reasonable evidence indicating the probable filing of third-party claims against the City attributable to the fault or neglect of Contractor.

18.1.6.3 Contractor's failure to make timely and proper payments to all Subcontractors and Suppliers.

18.1.6.4 Reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Price balance.

18.1.6.5 Reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time.

18.1.6.6 Contractor's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents.

18.1.6.7 Any other material breach of the requirements of the Contract Documents by Contractor.

18.1.7 The City shall have the right, but not the obligation, to take any corrective action the City deems appropriate to cure any of the above noted items, at Contractor's expense, if such items are not cured by Contractor to the City's reasonable satisfaction within 3 days after Contractor's receipt of written notice from the City.

18.1.8 Engineer or City may reject an Application for Payment, in whole or in part, submitted by Contractor if such Application for Payment is not submitted in strict accordance with the requirements of this Article 18. In such event, Engineer or City shall notify Contractor in writing within 20 business days after receipt of such Application for Payment that such Application for Payment, or portion thereof, has been rejected and the reasons for such rejection. If Contractor resubmits a corrected Application for Payment correcting, in Engineer's and Owner's sole determination, the deficiency specified in the rejection notice, then City shall pay Contractor the corrected portion of the Application for Payment within ten business days after the date the corrected Application for Payment is received by City.

18.2 Prior to Substantial Completion, the City, with the approval of the Engineer, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

18.3 The City shall have the right to enter the Project site for the purposes 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 City.

18.4 Upon completion and acceptance of the Work, the Engineer shall issue a certificate attached to the final payment request that states the Work has been fully performed in accordance with the requirements of the Contract Documents and that Engineer recommends final payment in the amount reflected in the attached final payment request. The City shall make final payment to Contractor within 30 days after the Work is finally accepted by the City, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the City with a properly executed and notarized final release in the form set forth in the City's Project Administration Manual, as well as, a duly executed copy of the surety's consent to final payment and such other documentation that may be required by the Contract Documents or the City.

18.5 Late payments shall accrue interest from the date payment was due until payment is received at the rate of 6% per annum.

18.6 No error or oversight in the making of payment or completion certificates shall relieve the Contractor from its obligation to do and complete the Work in accordance with the requirements of the Contract Documents.

19.0 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

19.1 The acceptance by the Contractor of final payment shall be and shall operate as a full release and waiver of any and all claims by Contractor against the City arising out of this Agreement or otherwise relating to the Project, except those identified in writing by Contractor as unsettled in its final Application for Payment. Any payment, however, final, or otherwise shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds. Neither the acceptance of the Work nor payment by the City shall be deemed to be a waiver of the City's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the City or Engineer at the time of final inspection.

20.0 CONTRACT SECURITY

20.1 The Contractor shall within 10 days after the receipt of the Notice of Award and prior to the start of any Work furnish the City with a Performance Bond and a Payment Bond in penal sums equal to 100% of the amount of the Contract Price and in the forms attached as Sections 00060 and 00070. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of

Florida and named on the current lists of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and approved by the City. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared as bankrupt or loses its rights to do business in Florida or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within 10 days after notice from the City to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such replacement Bond shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the City.

20.2 The Contractor and its Surety, for value received, hereby stipulate and agree that any and all claims, demands, actions or suits whatsoever, arising under this Agreement and/or bonds, shall be subject to the sole and exclusive jurisdiction and venue of the appropriate state court in and for Bay County, Florida. The Contractor and its Surety do agree, by execution of these documents, that the sole and exclusive jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract for which these documents are executed is to be accomplished within Bay County, Florida.

21.0 ASSIGNMENTS

21.1 Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the City, which consent shall be at City's' sole discretion. If Contractor does, with City's written approval, assign this Agreement or any part thereof, Contractor shall not be released from any of its obligations or responsibilities under this Agreement.

22.0 INDEMNIFICATION AND HOLD HARMLESS

22.1 To the maximum extent permitted by Florida law, Contractor shall indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.

22.2 Contractor's obligation to indemnify and hold harmless under this Article 22 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the City or an

indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

22.3 The obligation of the Contractor under this Article 22 shall not extend to the liability of the Engineer, its agents or employees arising out of the preparation of approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

23.0 SEPARATE CONTRACTS AND COOPERATION

23.1 The City reserves the right to perform other work related to the Project at the site by the City's own forces, have other work performed by utility owners or let other direct contracts for work to be constructed at the same time, and in connection with, the Work included in this Agreement. The Contractor shall cooperate with all other contractors in such a manner, and to such extent, as best to facilitate the completion of the entire Project in the shortest time possible, subject to, at all times, the approval of the Engineer and Owner. It shall be the duty of each contractor to work with the other contractors, render such assistance, and to arrange its work in such a manner that shall allow the entire Project to be delivered complete and in the best possible condition. The Contractor shall afford other contractors and utility owners' reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.

23.2 If the performance of additional work by other contractors, utility owners, or the City is not noted in the Contract Documents prior to the execution of the Agreement, 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 undisclosed additional work by the City or others involves it in additional expense or entitles it to an extension of the Contract Time, the Contractor shall send written notice of that fact to the City and Engineer within 7 calendar days of being notified of the other work and the Contractor may make a claim thereof as provided in Sections 13 and 14. If Contractor fails to send the above required 7 calendar days' notice, Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Price.

23.3 Contractor shall afford each utility owner and City's other contractors (or the City if the City is performing the additional work with the City's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment

and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall be responsible for all damage to the work of others caused by the performance of its Work. Further, Contractor shall not in any way cut or alter the work of others without first receiving the written consent of that other person and Engineer. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the City), Contractor shall inspect and promptly report to Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Such report must be made within 3 business days of the time Contractor first became aware of the delay, defect, or deficiency. Contractor's failure to report within the allotted time will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work, except for latent defects not discovered by Contractor.

23.4 The Contractor shall keep itself fully informed at all times regarding all details of the work of other contractors working at the site, and it shall be responsible for all delays that may result from its failure to install the Work in the proper manner and at the proper time.

23.5 The Contractor shall be responsible for coordinating the relocation of existing utilities (with the respective utility companies) as needed to construct the Project. Attention is called to the fact that Contractor is responsible for contacting all utility companies to obtain locations of all existing utilities or obstructions which it may encounter during construction. After location of utilities by the appropriate utility company, it is the Contractor's liability to protect all such utility lines, including service lines and appurtenances, and to replace at its own expense any which may be damaged by the Contractor's equipment or forces during construction of the Project. The City will pay fees charged by the utility company for relocating these utilities.

24.0 SUBCONTRACTING

24.1 Contractor shall review the design and shall determine how it desires to divide the sequence of construction activities. Contractor will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Construction Schedule, and shall supply a copy of that breakdown and composition to the City and Engineer for their review and approval. The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors. Contractor shall be solely responsible for and have control over the Subcontractors.

24.2 Prior to submitting its first Application for Payment, Contractor shall submit to the City a list of the names, addresses, licensing information and phone numbers of the Subcontractors Contractor intends to use for each portion of the Work, as well as identifying in writing those portions of the Work it intends to perform with its own employees. The Contractor shall not use a Subcontractor or Supplier against whom the Owner has a reasonable objection. The list identifying each Subcontractor cannot be modified, changed, or amended without prior written approval from the City. Contractor shall continuously update that list, so that it remains current and accurate throughout the entire performance of the Work. Any and all work to be self-performed by Contractor must be approved in writing by the City in its sole discretion prior to commencement of such Work. The Contractor shall not award work to Subcontractor(s) in excess of 50% of the Contract Price, without prior written approval of the City.

24.3 The Contractor shall be fully responsible for and have control over the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.

24.4 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 the Contract Documents insofar as applicable to the work of Subcontractors and give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents. Further, each subcontract shall require that any claims by a Subcontractor for delay or additional cost must be submitted to Contractor within the time and in the manner in which Contractor must submit such claims to the City, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

24.5 All subcontracts between Contractor and its Subcontractors shall be in writing and are subject to the City's approval. Further, all subcontracts shall:

24.5.1 Require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to the City by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor.

24.5.2 Provide for the assignment of the subcontracts from Contractor to the City at the election of the City upon termination of Contractor.

24.5.3 Provide that the City will be an additional indemnified party of the subcontract.

24.5.4 Provide that the City will be an additional insured on all insurance policies required to be provided by the Subcontractor except workmen's' compensation.

24.5.5 Assign all warranties directly to the City.

24.5.6 Identify the City as an intended third-party beneficiary of the subcontract.

24.6 Nothing contained in this Agreement shall create any contractual relation between any Subcontractor or Supplier and the City. All subcontracts and purchase orders entered into by Contractor must be in writing, and upon demand from City, Contractor shall deliver to City a full and complete copy of any or all such subcontracts and purchase orders.

24.7 Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound. Each Subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

24.8 The Contractor shall not use a Subcontractor or Supplier against whom the City has a reasonable objection and Contractor shall not be required to contract with anyone it reasonably objects to.

24.9 The City and Engineer are under no duty or obligation whatsoever to any Subcontractor, Supplier, laborer, or other party to ensure that payments due and owing by the Contractor to any of them will be made. Such parties shall rely only on the Contractor's surety bonds for remedy of nonpayment by the Contractor.

25.0 ENGINEER'S AUTHORITY

25.1 The Engineer shall act as the City's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed, and shall interpret the intent of the Contract Documents in a fair and reasonable manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

25.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.

25.3 The Engineer and the City will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

25.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

26.0 LAND AND RIGHT-OF-WAYS

26.1 Prior to the issuance of the NOTICE TO PROCEED, the City shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise noted in the Contract Documents.

26.2 The City shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

26.3 The Contractor shall provide at its own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

27.0 GUARANTEE

27.1 The Contractor warrants to the City and Engineer that all materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Contractor further warrants to the City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any special warranty to be provided will be in such form as is acceptable to the City and shall not include any exclusions, exceptions or modifications except to the extent approved by the City in its sole discretion. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear from normal usage. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

27.2 Contractor expressly warrants to the City that it shall promptly correct, upon receipt of written notice from the City, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. The City will give notice of observed defects with reasonable promptness. Provided, however, in the event that any defective or non-conforming Work is determined by the City

in its sole discretion to present an immediate threat to safety or security, the City shall be entitled to correct or replace such defective or non-conforming portions of the Work, and Contractor shall reimburse the City for all costs and expenses incurred by the City in correcting or replacing such Work. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City 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. With respect to the correction or replacement of any defective or nonconforming Work, Contractor shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective or replacement work.

27.3 If, within one year after the date of final acceptance of the Work by the City, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the City to do so unless the City has previously given the Contractor an express written acceptance of such condition. The City shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable period of time (not to exceed 10 days) after receipt of notice from the City or Engineer, the Owner may correct or replace it in accordance with Section 27.2 above. This 1-year correction period is in addition to all other rights and does not limit the time period the City can seek to have the defective Work corrected.

27.4 Contractor shall obtain and assign to the City all express warranties given to Contractor by any Subcontractors or by Suppliers.

28.0 CLAIMS AND DISPUTES

28.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

28.2 Initial notice of Claims by Contractor shall be made in writing to the City and Engineer within 7 calendar days after the first day of the event giving rise to such Claim or such other time period as may be expressly provided in the Contract Documents. If Contractor fails to give such written notice within the required time period, Contractor shall be deemed to have waived the Claim. Written data supporting Contractor's claim shall be submitted to the City and Engineer within 30 calendar days after the occurrence of the event, or such other time period as may be expressly provided in the Contract Documents, unless the City grants additional time in writing, or else Contractor shall be deemed to have waived the Claim.

28.3 Contractor shall proceed diligently with its performance as directed by the City, regardless of any pending Claim, unless otherwise agreed to by the City in writing. The City shall continue to make payments of all undisputed amounts in accordance with the Contract Documents during the pendency of any Claim.

28.4 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between the President or Vice-President for the Contractor and the City Manager Failing resolution, and prior to the commencement of depositions in any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Florida Statutes Section 44.102.

28.5 Any litigation between the City and Contractor (which term for the purposes of this Section shall include Contractor's surety), whether arising out of any Claim or arising out of the Agreement or any breach thereof, shall be brought, maintained and pursued solely and exclusively in the appropriate State courts of the State of Florida as set forth in Section 20.2. The City and Contractor each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Venue of any such litigation between the City and Contractor shall lie and be only in the appropriate State courts in and for Bay County, Florida. Contractor consents and submits to the exclusive jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

29.0 TAXES

29.1 The Contractor will pay all applicable sales, consumer, use and other similar taxes required by the laws of the place where the Work is performed.

30.0 CONTRACT TIME, SCHEDULE OF WORK AND TIME EXTENSIONS

30.1 Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its Subcontractors and Suppliers, as well as coordinating its Work with all work of others at the Project site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor or anyone for whom Contractor is liable. All Work under this Agreement shall be arranged and

be carried out in such a manner as to complete the Work on or before the required date of Substantial Completion. The Contractor must notify the City at the time of bidding if the chronology of the Work as shown or the subdivision of work will affect warranties or guarantees in any way. No such claims shall be allowed once the Work has begun.

30.2 Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes, lockouts, unusually severe weather conditions by comparison with the ten-year Bay County, Florida average not reasonably anticipatable (to the extent Contractor was unable to perform any portion of the Work that was on the critical path of the approved Construction Schedule during those inclement weather days), Contractor shall notify Owner and Engineer in writing within 7 calendar days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

30.3 The Contractor is required to furnish adequate manpower at the Project to complete the Work within the Contract Time and in accordance with the Construction Schedule. Should payment of premium time, bonuses, or the like be necessary to attract sufficient manpower for the Project, such extra labor costs shall be borne by the Contractor without additional compensation from the City. Further, should the Contractor's Work, through no fault of the Engineer, the City, or City's other contractors, fail to progress in accordance with the Construction Schedule, and if, in the opinion of the Engineer, the Work cannot be substantially completed within the Contract Time, or if deemed necessary to protect this or adjoining work from damage, the Contractor shall work such additional time over the established hours of work, but excluding Holidays, as required to meet the schedule time without additional expense to the City. In such event, Contractor shall reimburse City for any additional costs incurred by the City associated with such overtime, including any additional costs of the Engineer.

30.4 When so ordered in writing by the Engineer or City, whether to advance the date of Substantial Completion, or for any other reason for the City's benefit, the Contractor shall work overtime and or additional shifts. If the order for such acceleration is not the result of Contractor being behind the approved Construction Schedule, Contractor shall be entitled to a Change Order increasing the Contract Price by its actual net premium costs of such overtime and or shifts so ordered and so worked, including insurance and taxes applicable thereto, (without other overhead or profit). Such costs and expenses shall be subject to audit by the City.

30.5 When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day recognized by the City as a legal holiday, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday, or legal holiday. The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by the City.

31.0 USE OF SITE

31.1 The Contractor shall confine its use of the site for storage of materials, erection of temporary facilities and parking of vehicles to areas within its Agreement limits as directed by the Engineer. The Contractor shall not unnecessarily encumber the site at any time.

31.2 Contractor acknowledges that areas of the site in which Work under this Agreement may be performed may be used by other contractors for storage of materials, erection of temporary facilities and parking of vehicles. Areas used by other contractors will be vacated, as directed by the Engineer to permit Work under this Agreement, provided reasonable notice is given requesting such, all in accordance with the approved Construction Schedule.

31.3 No signs or advertisements shall be displayed on the site or building except with the written consent of the City.

32.0 TEMPORARY FACILITIES

32.1 The Contractor shall provide electric power and water as it may require for its construction purposes and shall pay all costs incurred. At completion of the Work, all temporary facilities shall be removed from the site. Upon Substantial Completion of the Work, Contractor shall cause all permanent utilities to be utilized by the City that were in Contractor's name during construction of the Project to be transferred over to the City's name.

32.2 The Contractor shall provide sanitary facilities for its workmen at all times. Sanitary facilities shall be of an approved chemical type with regular servicing and appropriately screened from public view, as approved by the Engineer and all applicable health authorities.

33.0 33.0 CLEAN UP AND DISPOSAL OF WASTE MATERIALS AND HAZARDOUS MATERIALS

33.1 No burial of waste materials will be permitted on the site. The Contractor shall at all times keep the site free from accumulations of waste material or debris caused by its operations and shall immediately remove same when necessary or required by the Engineer or the City. If Contractor fails

to keep the Project site clean, the City has the right, after providing a twenty-four (24) hour written notice, to perform any required clean up and to backcharge Contractor for the costs of such clean up. At the completion of the Work, and before final inspection and acceptance of the Work, Contractor shall clean ditches, shape shoulders and restore all disturbed areas, including street crossings, grass plots, regrassing if necessary, to as good condition as existed before Work started, and remove all debris, rubbish and waste materials from and about the Project site, as well as all of Contractor's (and its Subcontractors') tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by the City. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees, and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to condition at least equal to that existing at the time of Contractor's commencement of the Work

33.2 If Contractor encounters on the Project site any materials reasonably believed by Contractor to be petroleum or petroleum related products or other hazardous or toxic substances which have not been rendered harmless, Contractor immediately shall:

33.2.1 Stop Work in the area affected and:

33.2.2 Report the condition to the City in writing.

33.3 If the Work is so stopped and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an equitable adjustment to the Contract Time and Contract Price as appropriate and in accordance with the terms of the Contract Documents. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by Contractor or anyone for whom Contractor is responsible, or if Contractor failed to stop Work or give the written notice required above, no Change Order will be required for an adjustment in the Contract Time or Contract Price and Contractor shall indemnify the City and hold the City harmless for any costs incurred by the City with respect to such hazardous material generated or caused by Contractor or anyone for whom it is responsible or any increased costs incurred by City as a result of Contractor's failure to stop Work or give the required written notice.

34.0 WARRANTY OF TITLE

34.1 No material, supplies or equipment for the Work shall be purchased by the Contractor subject to any chattel mortgage or under a conditional sale or other agreement by which a lien or an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all materials, supplies and equipment installed or incorporated in the Work and title to all such items shall pass to the City upon its incorporation into the Work or payment, whichever occurs first. Contractor shall, at all times, keep the site, together with all improvements and appurtenances constructed or placed thereon by it, free from any claims, liens or charges and further agrees that neither Contractor nor any person, firm, or corporation furnishing any material or labor for any Work covered by this Agreement shall have any right to a lien upon the Work, site or any improvements or appurtenances thereon. The Contractor shall not at any time suffer or permit any lien, attachment, or other encumbrances under the law of Florida or otherwise by any person or persons whomsoever to remain on file with the City against any money due or to become due for any work done or materials furnished under the Agreement or by reason of any other claim or demand against the Contractor. Such lien, attachment, or other encumbrance, until it is removed, shall preclude any and all claims or demands for any payment to Contractor under virtue of this Agreement.

35.0 35.0 OWNERSHIP OF HIDDEN VALUABLE MATERIALS

35.1 All items having any apparent historical or archaeological interest or treasure, or valuable materials discovered during any construction activities shall be carefully preserved and reported immediately to the City for determination of appropriate actions to be taken. Any increases to Contractor's time or cost of performance due to historical or archaeological items discovered on the site shall entitle Contractor to a Change Order equitably adjusting the Contract Time and the Contract Price as appropriate and in accordance with the terms of the Contract Documents. Notwithstanding anything in the Contract Documents to the contrary, Contractor shall have no claim or entitlement to any such historical or archaeological interest or treasure, or other valuable materials discovered, and all such items shall remain the property of the City.

36.0 AS-BUILT PLANS and DOCUMENTS TO BE KEPT AT THE SITE

36.1 Before final inspection, the Contractor shall turn over to the Engineer a set of drawings showing field changes and actual installed conditions. CONTRACTOR shall provide to the ENGINEER two (2) hard copies and one (1) electronic copy of the as-built plans in AutoCAD 2018. The plans shall be certified by a P.L.S. registered in the State of Florida.

36.2 Contractor shall maintain at the Project site or such other place as may be expressly approved in writing by Owner, originals or copies of, on a current basis, all Project files and records, including, but not limited to, the following administrative records: Subcontracts and Purchase Orders; Subcontractor Licenses; Shop Drawing Submittal/Approval Logs; Equipment Purchase/Delivery Logs; Contract Drawings and Specifications with Addenda; Warranties and Guarantees; Cost Accounting Records; Payment Request Records; Meeting Minutes; Insurance Certificates and Bonds; Contract Changes; Permits; Material Purchase Delivery Logs; Technical Standards; Design Handbooks; "As-Built" Marked Prints; Operating & Maintenance Instruction; Daily Progress Reports; Monthly Progress Reports; Correspondence Files; Transmittal Records; Inspection Reports; Bid/Award Information; Bid Analysis and Negotiations; Punch Lists; and a Construction Schedule (including all updates). The Project files and records shall be available at all times to the City and Engineer or their designees for reference, review or copying.

37.0 SILENCE OF SPECIFICATIONS

37.1 To the extent the Work involves road or bridge construction, the apparent silence of the Contract Documents as to any details or the omission from them of a detailed description concerning any point shall be regarded as meaning that such portion of the Work shall be performed in accordance with the latest edition of the Florida DOT Standard Specifications for Road and Bridge Construction.

38.0 GRATUITIES

38.1 If the City finds after a notice and hearing that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee, or agent of the City, the State, or other officials in an attempt to secure this Agreement or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement, the City may, by written notice to the Contractor, terminate this Agreement for Contractor default. The City may also pursue other rights and remedies that the law or this Agreement provides.

38.2 In the event this Agreement is terminated as provided in Section 38.1, the City may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Agreement by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the City may pursue exemplary damages in an amount (as determined by the City) which shall be not less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such official, agent or employee of the City.

39.0 AUDIT AND ACCESS TO RECORDS

39.1 Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of 3 years from the date of termination of this Agreement or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Contractor shall require all of its Subcontractors to likewise retain all of their Project records and supporting documentation. The City, and any duly authorized agents or representatives of the City, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by the City. Contractor shall make all such Project records and supporting documentation available in Bay County, Florida. Further, the City, and any duly authorized agents or representatives of the City, shall have the right to audit, inspect and copy all of Contractor's and any Subcontractor's Project records and documentation as often as they deem necessary and Contractor shall cooperate in any audit, inspection, or copying of the documents. These access, inspection, copying and auditing rights shall survive the termination of this Agreement.

40.0 EQUAL OPPORTUNITY REQUIREMENTS

40.1 For all contracts in excess of $10,000, the Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

40.2 The Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographic area where the Agreement is to be performed.

41.0 CHANGED CONDITIONS

41.1 Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are:

41.1.1 subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or

41.1.2 unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably should not have been discovered by Contractor as part of its scope of site investigative services required pursuant to the terms of the

Contract Documents, then Contractor shall provide the City with prompt written notice thereof before conditions are disturbed and in no event later than 7 calendar days after first observance of such conditions.

41.2 The City and Engineer shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, the City will acknowledge and agree to an equitable adjustment to the Contract Price or Contract Time, or both, for such Work. If the City determines that the conditions at the site are not materially different from those indicated in the Contract Documents or not of an unusual nature or should have been discovered by Contractor as part of its investigative services, and that no change in the terms of the Agreement is justified, the City shall so notify Contractor in writing, stating its reasons. Claims by Contractor in opposition to such determination by the City must be made within 7 calendar days after Contractor's receipt of the City's written determination notice. If the City and Contractor cannot agree on an adjustment to the Contract Price or Contract Time, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

42.0 COMPLIANCE WITH LAWS

42.1 Contractor agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, administrative orders, regulations, and requirements applicable to the Project, including but not limited to those dealing with safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). An executed copy of Contractor's Trench Safety Act Certificate of Compliance (the form of which is attached hereto as Section 00096) has been delivered to City with the Contractor's Bid Proposal Form. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the City and Engineer in writing. Contractor has provided a separate line item in its Bid identifying the cost of compliance with the applicable trench safety standards set forth in the Trench Safety Act.

43.0 PUBLIC ENTITY CRIMES

43.1 By its execution of the Agreement and the Contractor's Public Entities Crime Statement, in the form set forth in Section 00097). Contractor acknowledges that it has been informed by the City of and warrants that it is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which reads as follows:

43.2 "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

44.0 INSURANCE

44.1 During the term of this Agreement, Contractor shall provide, pay for, and maintain, with companies satisfactory to the City, the types and limits of insurance required by the Contract Documents. All insurance shall be from responsible companies eligible to do business in the State of Florida. Simultaneously with the execution and delivery of this Agreement by Contractor, Contractor shall deliver to the City the properly completed and executed Certificate of Insurance, in the form set forth in Section 00099 along with any other properly completed and executed Certificates of Insurance that may be necessary, evidencing the fact that Contractor has acquired and put in place the insurance coverages and limits required herein. In addition, certified, true, and exact copies of all insurance policies required shall be provided to the City, on a timely basis, if requested by the City. These Certificates and policies shall contain provisions that at least 30 calendar days advanced written notice by registered or certified mail shall be given the City of any cancellation, intent not to renew, or any policy change that would result in a reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. The renewal of any insurance required to be maintained by Contractor hereunder shall be by a renewal Certificate of Insurance in the same form as was required for the original Certificate of Insurance, which renewal Certificate of Insurance shall be delivered to City at least 10 calendar days prior to expiration of current coverages so that there shall be no interruption in the Work due to lack of proof of insurance coverages required of Contractor under this Agreement.

44.2 Contractor shall also notify the City, in the same manner required in Section 44.1 above, within 2 calendar days after Contractor's receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. If, at any time, City requests a written statement from an insurance company as to any impairment to any aggregate limit of any policy to be provided by it hereunder, Contractor shall promptly authorize and cause to be delivered such statement to City. All insurance coverages of Contractor shall be primary to any insurance or self-insurance program

carried by the City applicable to this Agreement. Any such self-insurance programs or coverages shall not be contributory with any insurance required of the Contractor under the terms of this Agreement. All insurance policies, other than the Workers Compensation policy and the Surveyor's Professional Liability policy, provided by Contractor to meet the requirements of this Agreement shall name the City as an additional insured through the use of ISO Endorsement No. CG 20.10.10.01 and No. CG 20.37.10.01 wording, as to the operations of Contractor under the Contract Documents and shall also provide the Severability of Interest provision (also referred to as the Separation of Insureds provision). Companies issuing the insurance policy or policies shall have no recourse against the City for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

44.3 All insurance policies to be provided by Contractor pursuant to the terms hereof shall be performable in Bay County, Florida and must expressly state that the insurance company will accept service of process in Bay County, Florida and that the exclusive venue and exclusive jurisdiction for any action concerning any matter under those policies shall be in the appropriate state court situated in Bay County, Florida.

44.4 The acceptance by the City of any Certificate of Insurance pursuant to the terms of this Agreement evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by the City that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement.

44.5 Before starting and until completion of all Work required hereunder, Contractor shall procure and maintain insurance of the types and to the limits specified in the Contract Documents. Contractor shall require each of its Subcontractors to procure and maintain, until the completion of that Subcontractor's work or services, insurance of the types and to the limits specified in the Contract Documents, unless such insurance requirement for the Subcontractor is expressly waived or modified in writing by the City. Contractor shall not enter or otherwise occupy the Project site or commence any Work to be performed under this Agreement at the Site or any other property of the City until all insurance required hereunder has been obtained by Contractor and such proof of insurance, as the same is required under this Agreement, has been delivered to City. Contractor shall require all property insurance policies related to the Work and secured and maintained by Contractor and its Subcontractors to include provisions providing that each of their insurance companies shall waive all rights of recovery, under subrogation or otherwise, against the City and any of its separate contractors and the agents, employees and subcontractors of any of them.

44.6 Should at any time Contractor or any of its Subcontractors not maintain the insurance coverages required in this Agreement, the City may terminate this Agreement for Contractor default or at its sole discretion shall be authorized to purchase such coverages and charge Contractor for such coverages purchased, to include a 15% administrative fee. If Contractor fails to reimburse the City for such costs within 30 calendar days after demand, the City has the right to offset those costs from any amount due Contractor under this Agreement. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under this Agreement. If the City exercises its option to purchase such required coverages, the coverages shall not be cancelled by Contractor and shall stay in force until the normal expiration date according to the terms and conditions of the insurance policy.

44.7 As may be required by City from time to time, the status of any insurance aggregate limits are to be confirmed in writing by the respective insurance companies. The amounts and types of insurance Contractor shall comply with all of the requirements of this Section 44 unless otherwise agreed to, in writing, by City.

END OF SECTION 00100

SECTION 01150
MEASUREMENT AND PAYMENT

PART 1 - SCOPE OF WORK

A. The scope of this section of the Contract Documents is to further define the items included in each Bid Item in the Bid Proposal section of these Specifications.

B. Payment will be made based on the specified items included in the description in this section for each bid item.

1.02 GENERAL

A. All Contract Prices included in the Bid Proposal section will be full compensation for all labor, materials, tools, equipment and incidentals necessary to complete the construction as shown on the drawings and/or as specified in the Contract Documents to be performed under this contract.

B. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction in the manner set up for each item in this section of the specifications.

C. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this project.

1.03 ESTIMATED QUANTITIES

A. The quantities shown are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made.

B. The OWNER/ENGINEER does not assume any responsibility for the final quantities, nor shall the CONTRACTOR claim misunderstanding because of such estimate of quantities.

C. Final payment will be made only for satisfactorily completed quantity of each item.

1.04 WORK OUTSIDE AUTHORIZED LIMITS

A. No payment will be made for work constructed outside the authorized limits of work.

1.05 MEASUREMENT STANDARDS

A. Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

1.06 AREA MEASUREMENTS

A. In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

1.07 LUMP SUM ITEMS

A. Where payment for items is shown to be paid on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item.

B. Lump sum bid items shall be complete, tested and fully operable prior to request for final payment.

C. Measurement shall be based upon the ENGINEER's estimate of percent complete per partial payment period.

1.08 UNIT PRICE ITEM

A. Separate payment will be made for the items of work described herein and listed on the Bid Form.

B. Any related work not specifically listed but required for satisfactory completion of the work shall be considered to be included in the scope of the appropriate listed work items.

1.09 OTHER PROVISIONS

A. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work unless indicated otherwise in the individual bid item.

1. Clearing, grubbing, and grading.

2. Replacement and/or repair of existing utilities damaged during construction.

3. Trench excavation, including necessary pavement removal, rock removal, muck removal and restoration unless a separate bid item is listed in the Bid Form.

4. Ditch and swale restoration.

5. Structural fill, backfill and grading.

6. Foundation and borrow materials.

7. Maintaining the existing quality of service during construction.

8. Appurtenant work as required for a complete and operable system.

B. Final payment shall not be requested by the CONTRACTOR or made by the OWNER until record drawings have been submitted to the ENGINEER.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 BASE BID

A. **BID ITEM 1 - MOBILIZATION/DEMOBILIZATION**

1. Payment for all work included under this bid item will be made at the lump sum price bid for mobilization and demobilization of all labor, equipment, materials, and appurtenances necessary for construction of the project.

2. Mobilization shall include all those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.

3. Also included as part of this bid item is the cost for project indemnifications, video and photographs, shop drawings, working drawings, schedules, record drawings and documents, coordination, and phasing and other miscellaneous items associated with the work.

4. Measurement for this bid item will be lump sum. The lump sum price for mobilization/demobilization will be limited to 10% of the total contract base bid amount.

5. The initial 70% of the Mobilization/Demobilization lump sum price will be payable with the first month's partial payment.

6. The remaining 30% of the Mobilization/Demobilization lump sum price will be payable with the final partial payment.

B. **BID ITEM 2 – PERFORMANCE AND PAYMENT BONDS**

1. Payment for this bid item shall be made at the lump sum price bid for all bonds and insurance policies as required by the Contract Documents.

2. Payment will be made only after proper documentation is provided to the ENGINEER. Measurement of this bid item shall be lump sum.

3. This bid item shall not exceed 5.0% of the entire contract bid amount.

C. **BID ITEM 3 – DEMOLITION (INCLUDES HAULING AND TIPPING FEES)**

1. Payment for the work included under this bid item shall be made at the lump sum price bid for all work associated with providing demolition and removal of portions of the existing walkover structure as required under the contract documents.

2. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item to including the removal of the existing walkover structure as well as hauling and tipping fees as necessary.

3. Measurement for the work included under this bid item shall be lump sum.

D. **BID ITEM 4 – REMOVE AND REPLACE EXISTING SIGNAGE**

1. Payment for the work included under this bid item shall be made at unit bid price for providing removal and replacement of existing signage as required under the contract documents.

2. Payment shall include all material, labor, equipment, and incidentals necessary to remove the existing signage and reinstall upon completion of work as required under the contract documents.

3. Payment shall include all material, labor, equipment, and incidentals necessary to remove the existing signage and reinstall upon completion of work as required under the contract documents

E. **BID ITEM 5 – EARTHWORK**

1. The unit bid price for any excavation, at various depths, within the project area shall be compensation in full for one (1) cubic yard of excavated material.

2. Payment shall include but not be limited to all earthwork activities and other required and associated work or materials.

3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

F. **BID ITEM 6 – RESTORATION**

1. Payment for all work included under this bid item will be made as a percentage of work completed for all work related to restoring each area disturbed to pre-construction conditions and shall include fencing, gravel areas, disturbed landscaped areas, and any other disturbed areas in accordance with the contract documents.

2. Payment shall include but not be limited to site restoration, removal and replacement of landscaping, gravel replacement, fencing and other required and associated work or materials.

3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

G. **BID ITEM 7 – 5' WIDE COMPOSITE AND WOOD WALKOVER**

4. Payment for all work included under this bid item will be made as a percentage of work completed for all work related to construction a 5' wide composite and wood walkover structure in accordance with the contract documents.

5. Payment shall include but not be limited to furnishing all material, labor, equipment, and incidentals necessary to install the following in accordance with the contract documents.

6. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

H. **BID ITEM 8 – METAL HANDRAIL**

1. Payment for all work included under this bid item will be made as unit price for installing metal handrails as required under the contract documents.

2. Payment shall include but not be limited to furnishing all material, labor, equipment, and incidentals necessary to install metal handrails in accordance with the contract documents.

3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

I. BID ITEM 9 – CLOSEOUT DOCUMENTATION

1. Payment for the work included under this bid item shall be made at the lump sum price for site work as required under the contract documents.

2. Payment shall include all material, labor, equipment, and incidentals necessary for completing closeout documentation, such as as-built record drawings, warranty documentation, and O & M Manuals, as required under the contract documents.

3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

A. BID ITEM A.1 – REUSE EXISTING WALKOVER MATERIALS

1. Payment for the work included under this bid item shall be made at the lump sum price for reuse of existing walkover materials as required under the contract documents.

2. Payment shall include all material, labor, equipment, and incidentals necessary for reuse of existing walkover materials as required under the contract documents.

3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

END OF SECTION 01150

SECTION 01300
SUBMITTALS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

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

B. The CONTRACTOR shall note that there are specific submittal requirements in other sections of these Specifications.

C. The CONTRACTOR is to maintain an accurate updated submittal log and shall bring this log to each scheduled progress meeting with the PROJECT REPRESENTATIVE and the ENGINEER. This log shall be organized using the ten (10) character numbering system in subparagraph 1.6 F. This log should include the following items:

1. Submittal Description and File Number assigned.
2. Date to ENGINEER.
3. Date returned to CONTRACTOR (from ENGINEER).
4. Status of Submittal
    a. Approved
    b. Approved As Noted
    c. Approved As Noted/Confirm
    d. Not Approved/Resubmit
    e. Not Approved
5. Date of Resubmittal and Return (as applicable).
6. Date material released (for fabrication).
7. Projected date of fabrication.
8. Projected date of delivery to site.
9. Status of O&M submittal.

1.02 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. These drawings shall be complete and detailed and shall consist of the following:

1. Fabrication.

2. Erection and setting drawings and schedule drawings.

3. Manufacturer's scale drawings.

4. Bills of material.

5. Wiring and control diagrams.

6. Inspection and test reports including performance curves and certifications as applicable to the Work.

B. All details on shop drawings submitted for approval shall clearly show the elevations of the various parts to the main members and lines of the structure and/or equipment, and where correct fabrication of the Work depends upon field measurements, such measurements shall be made and noted on the shop drawings before being submitted for approval.

C. See Shop Drawing Schedule requirements in Subparagraph 1.7 CONTRACTOR'S RESPONSIBILITY.

1.03 PRODUCT DATA

A. Product data as specified in individual sections, include, but are not necessarily limited to the following, as applicable to the Work:

1. Standard prepared data for manufactured products (sometimes referred to as catalog data), such as the manufacturer's product specification and installation instructions.

2. Availability of colors and patterns.

3. Manufacturer's printed statements of compliances and applicability.

4. Roughing-in diagrams and templates.

5. Catalog cuts.

6. Product photographs.

7. Standard wiring diagrams.

8. Printed performance curves and operational-range diagrams.

9. Production or quality control inspection and test reports and certifications.

10. Mill reports.

11. Product operating and maintenance instructions and recommended spare-parts listing storage instructions.

12. Printed product warranties.

1.04 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, groundwater 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. Working drawings shall be signed and sealed by a registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculations or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use.

C. Prior to commencing such Work, working drawings must have been reviewed without specific exceptions by the ENGINEER. Such review will be for general conformance and will not relieve the CONTRACTOR in any way from his responsibility with regard to the fulfillment of the terms of the Contract.

D. All risks of error are assumed by the CONTRACTOR; the OWNER and ENGINEER shall have no responsibility, therefore.

1.05 SAMPLES

A. General:

1. The CONTRACTOR shall furnish, for the approval of the ENGINEER, samples required by the Contract Documents or requested by the ENGINEER.

2. Samples shall be delivered to the ENGINEER as specified or requested and in quantities and sizes as specified.

3. A minimum of two samples of each item shall be submitted unless otherwise specified.

4. The CONTRACTOR shall prepay all shipping charges on samples.

5. Materials or equipment for which samples are required shall not be used in the Work until approved by the ENGINEER.

B. Samples specified in individual sections, include, but are not necessarily limited to physical examples of the Work as applicable such as:

a. Sections of manufactured or fabricated work.

b. Small cuts or containers of materials.

c. Complete units of repetitively used products.

d. Color/texture/pattern swatches and range sets.

e. Specimens for coordination of visual effect.

f. Graphic symbols.

g. Units of Work to be used by the ENGINEER or Project Representative for independent inspection and testing.

C. The CONTRACTOR shall prepare a transmittal letter in triplicate for each shipment of samples to the ENGINEER.

1. The CONTRACTOR shall enclose a copy of this letter with the shipment and send a copy of this letter to the Project Representative.

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 any Contract requirements.

D. Approved samples not destroyed in testing shall be sent to the ENGINEER or stored at the site of the Work. Materials and equipment incorporated in the Work shall match the approved samples.

E. Samples which fail testing or are not approved will be returned to the CONTRACTOR at their expense, if so, requested at time of submission.

1.06 SUBMITTAL REQUIREMENTS

A. The CONTRACTOR shall review, approve, and submit, with reasonable promptness and in such sequence as shown on the Shop Drawing Submittal Schedule so as to cause no delay in the Contract Work or in the Work of the OWNER or any separate contractor, all shop drawings, product data, working drawings and samples required by the Contract Documents.

B. The CONTRACTOR shall submit digital of all shop drawings for the ENGINEER to review.

C. All submittals shall be directly transmitted to the ENGINEER's office. Submittals to the Project Representative will not be accepted.

D. Shop drawings, product data, working drawings and samples shall be furnished with the following information:

1. Number and title of the drawing.

2. Date of drawing or revision.

3. Name of project building or facility.

4. Name of contractor, subcontractor, and manufacturer submitting drawing.

5. Clear identification of contents, location of the work, and the sheet numbers where the product is found in the contract drawings.

6. CONTRACTOR Certification Statement.

7. Submittal Identification Number.

8. Contract Drawing Number Reference.

9. A certification by the CONTRACTOR that states the following:

a. I hereby certify that the (equipment) (material) (article) shown and marked in this submittal is in compliance with the Contract Drawings and Specifications, can be installed in the allocated space, will be stored in accordance with the manufacturer's recommendations and the Specifications, and is submitted for approval.

E. In accordance with Subparagraph 1.7 A, each shop drawing, working drawing, sample, and catalog data submitted by the CONTRACTOR shall have affixed to it the following Certification Statement, signed by the CONTRACTOR:

1. Certification Statement:

a. By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers, and similar data and I have checked and coordinated each item with

other applicable approved shop drawings and all contractor requirements.

F. The CONTRACTOR shall utilize a 10-character submittal identification numbering system in the following manner:

1. The first character shall be a D, S, P, M, or R, which represents Shop/Working Drawing and other Product Data (D), Sample (S), Preliminary Submittal (P), Operating/Maintenance Manual (M), or Request for Information (R).

2. The next five digits shall be the applicable Specification Section Number.

3. The next three digits shall be the numbers 001 to 999 to sequentially number each item or drawing submitted under each specific section number.

4. The last character shall be a number 1 to 10, indicating the submission, or resubmission of the same Drawing, i.e., 1=1st submission, 2=2nd submission, 3=3rd submission, etc. A typical submittal number would be as follows:

D 03300-008.2:

D = Shop Drawing
03300 = Specification Section for Concrete
008 = The eighth submittal under this specification section
2 = The second submission (first resubmission) of that particular shop drawing.

G. The CONTRACTOR shall submit a copy of each submittal transmittal sheet (for shop drawings, product data, working drawings and samples) to the Project Representative simultaneously with the CONTRACTOR's submission of said drawings, data, samples or manual packages to the ENGINEER.

H. All items specified are not necessarily intended to be a Manufacturer's standard product.

1. Variations from specified items will be considered on an "or equal" basis.

2. If submittals show variations from Contract requirements because of standard shop practice or for other reasons, the CONTRACTOR shall describe such variations in the letter of transmittal and on the

shop drawings along with notification of intent to seek contract adjustment.

3. If acceptable, proper adjustment in the Contract shall be implemented where appropriate.

4. If the CONTRACTOR fails to describe such variations, responsibility will not be waived for executing the Work in accordance with the Contract, even though such drawings have been reviewed.

5. Variations submitted but not described may be cause for rejection.

6. Any variations initiated by the CONTRACTOR will not be considered as an addition to the scope of work unless specifically noted and then approved as such in writing by the ENGINEER.

I. Data on materials and equipment shall include materials and equipment lists giving, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, material, size, finish, and all other pertinent data.

J. For all mechanical and electrical equipment furnished, the CONTRACTOR shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained. In addition, a maintenance and lubrication schedule for each piece of equipment shall be submitted.

K. The CONTRACTOR shall use the color "green" to make his remarks on the Submittals. Only the ENGINEER will utilize the color "red" in marking submittals.

L. Facsimiles or copies of facsimiles will not be accepted for review.

1.07 CONTRACTOR'S RESPONSIBILITY

A. It is the duty of the CONTRACTOR to check, and coordinate with the work of all trades, all drawings, data, schedules and samples before submitting them to the ENGINEER for review.

B. Each and every copy of any drawing or data sheet larger than 11-inch by 17-inch shall bear CONTRACTOR's stamp showing that they have been so checked and approved.

C. Drawings or data sheets 11-inch by 17-inch and smaller shall be bound together in an orderly fashion and bear the CONTRACTOR's stamp on the cover sheet.

D. The cover sheet shall fully describe the packaged data and include a list of all sheet numbers within the package.

E. Shop drawings submitted to the ENGINEER without the CONTRACTOR's stamp will be returned to the CONTRACTOR, without review at the ENGINEER's option, for conformance with this requirement.

F. The CONTRACTOR shall review shop drawings, product data, and Samples prior to submission to determine and verify the following:

1. Field measurements.

2. Field construction criteria.

3. Manufacturer's catalog numbers and similar data.

4. Conformance with Specifications.

G. Shop drawings shall indicate any deviations in the submittal from the requirements of the Contract Documents.

H. Shop Drawing Schedule:

1. At a time decided upon at the preconstruction meeting, the CONTRACTOR shall furnish to the Project Representative and ENGINEER, a Shop Drawing Schedule fixing the respective dates for the initial submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment.

2. This schedule shall be provided as a separate entity and indicate those submittals that are critical to the progress schedule.

I. The CONTRACTOR shall prepare and sufficiently transmit each submittal in advance of performing the related work or other applicable activities, or within the time specified in the individual Work sections of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery, and similar sequenced activities. No extension of time will be authorized because of the CONTRACTOR's failure to transmit complete and acceptable submittals sufficiently in advance of the Work.

J. The CONTRACTOR shall not begin any Work affected by a submittal returned not approved.

1. Before starting this Work, all revisions must be corrected by the CONTRACTOR.

2. After resubmittal they will be reviewed and returned by the ENGINEER.

3. If approved or approved as noted, then the CONTRACTOR may begin this Work.

4. Any corrections made to the shop drawings are to be followed without exception.

K. The CONTRACTOR shall submit to the ENGINEER all shop drawings and data sufficiently in advance of construction requirements to provide no less than 21 calendar days for review from the time the ENGINEER receives them. No less than 30 calendar days will be required for major equipment that requires review by more than one engineering discipline.

L. The CONTRACTOR shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of Work prior to the review and approval by ENGINEER of the necessary shop drawings.

M. All shop drawings, product data, working drawings and samples submitted by subcontractors for approval shall be sent directly to the CONTRACTOR for checking. The CONTRACTOR shall be responsible for their submission according to the approved shop drawing schedule so as to prevent delays in delivery of materials and project completion.

N. The CONTRACTOR shall check all subcontractor's shop drawings, product data, working drawings and samples regarding measurements, size of members, materials, and details to satisfy himself that they are in conformance to the Contract Documents. Shop drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors for correction before submission to the ENGINEER.

O. Requests for Information (RFI) shall be submitted on a standard form through the Project Representative. RFIs shall indicate their importance to the timely completion of the project. RFIs will be processed as a shop drawing unless there is an urgent need for immediate response.

1.08 ENGINEER'S REVIEW OF SHOP DRAWINGS, PRODUCT DATA, WORKING DRAWINGS AND SAMPLES

A. The ENGINEER's review is for general conformance with the design concept and contract drawings.

1. Markings or comments shall not be construed as relieving the CONTRACTOR from compliance with the contract plans and specifications or from departures therefrom.

2. The CONTRACTOR remains responsible for details and accuracy, for coordinating the Work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.

B. The review of shop drawings, data, and samples will be general. They shall not be construed:

1. As permitting any departure from the Contract requirements.

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

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

C. If the shop drawings, data or samples as submitted describe variations per Subparagraph 1.6H (above-referenced), and show a departure from the Contract requirements which the ENGINEER finds to be in the interest of the OWNER and to be so minor as not to involve a change in Contract Price or Contract Time for performance, the ENGINEER may return the reviewed drawings without noting an exception.

D. Submittals will be returned to the CONTRACTOR under one of the following codes:

1. Code Descriptions:

Code 1: "**APPROVED**" is assigned when there are no notations or comments on the submittal. When returned under this code the CONTRACTOR may release the equipment and/or material for manufacture.

Code 2: "**APPROVED AS NOTED**" is assigned when notations or comments have been made on the submittal pointing out minor discrepancies as compared with the Contract Documents. Resubmittal or confirmation is not necessary prior to release for manufacturing.

Code 3: "**APPROVED AS NOTED/CONFIRM**" is assigned as a combination of codes when a confirmation of the notations and comments is required by the CONTRACTOR. The CONTRACTOR may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. This confirmation is to address the omissions and/or nonconforming items that were noted.

Only the items to be "confirmed" need to be resubmitted.

Code 4: "**NOT APPROVED/RESUBMIT**" is assigned as combination of codes when the submittal is in noncompliance with the Contract Documents and must be corrected and the entire package resubmitted. This code generally means that the equipment or material cannot be released for manufacture unless the CONTRACTOR takes full responsibility for providing the submitted items in accordance with Contract Documents.

Code 5: "**NOT APPROVED**" is assigned when the submittal does not meet the intent of the Contract Documents. The CONTRACTOR must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the Contract Documents.

Code 6: "**COMMENTS ATTACHED**" is assigned where there are comments attached to the returned submittal which provide additional data to aid the CONTRACTOR.

Code 7: "**FOR YOUR INFORMATION**" is assigned when the package provides information of a general nature that may or may not require a response.

2. Codes 1 through 5 designate the status of the reviewed submittal.

3. Code 6 shows there is an attachment which contains additional data.

4. Code 7 is used as may be necessary.

E. Resubmittals:

1. Resubmittals will be handled in the same manner as first submittals.

2. On resubmittals the CONTRACTOR shall direct specific attention, in writing on the letter of transmittal and on resubmitted shop drawings by use of revision triangles or other similar methods, to revisions other than the corrections requested by the ENGINEER on previous submissions.

3. Any such revisions which are not clearly identified shall be made at the risk of the CONTRACTOR.

4. The CONTRACTOR shall make corrections to any Work done because of this type revision that is not in accordance to the Contract Documents as may be required by the ENGINEER.

F. If the CONTRACTOR considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, the CONTRACTOR shall give written notice thereof to the Project Representative at least 7 working days prior to release for manufacture.

G. The ENGINEER will review a submittal a maximum of two 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.

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

I. Partial Submittals:

1. Partial submittals may not be reviewed.

2. The ENGINEER will be the only judge as to the completeness of a submittal.

3. Submittals not complete will be returned to the CONTRACTOR, and will be considered "Not Approved" until resubmitted.

4. The ENGINEER may, but is not required to, provide a list, or mark the submittal directing the CONTRACTOR to the areas that are incomplete.

1.09 PROFESSIONAL ENGINEER (P.E.) CERTIFICATION FORM

A. If specifically required in other sections of these Specifications, the CONTRACTOR shall submit a P.E. Certification for each item required, in the form attached to this Section, filled in completely and stamped.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

END OF SECTION 01300

SECTION 01705
PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract apply to work of this section.

1.02 DESCRIPTION OF REQUIREMENTS

A. Definitions:

1. Closeout is hereby defined to include general requirements near the end of Contract Time, in preparation for final acceptance, final payment, normal termination of Contract, and similar actions evidencing completion of the Work.

2. Specific requirements for individual units of work are specified elsewhere in these Specifications.

3. Time of closeout is directly related to "Substantial Completion," and therefore, may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates.

4. That time variation (if any) shall be applicable to other provisions of this section.

1.03 PREREQUISITES FOR SUBSTANTIAL COMPLETION

A. General:

1. Prior to requesting ENGINEER's inspection for the Certificate of Substantial Completion (for either the entire work completed, or portions of the work completed), complete the following and list known exceptions in request:

a. Submit an Application for Payment, coinciding with or first following date claimed, show either 100% completion for portion of work claimed as "substantially complete" or list incomplete items, value of incompletion, and reasons for being incomplete.

b. Submit supporting documentation for completion to ENGINEER as indicated in these Contract Documents.

c. Submit statement showing accounting of changes to the Contract Sum to ENGINEER.

d. Submit pending insurance change-over requirements to OWNER.

e. Submit special warranties, workmanship/maintenance bonds, maintenance agreements, final certifications, and similar documents to ENGINEER and OWNER.

f. Prepare and submit releases enabling OWNER's full and unrestricted use of the work and access to services and utilities, including (where required) operating certificate, and similar releases to the ENGINEER and OWNER.

g. Submit record drawings, operation and maintenance manuals, and similar final record information to the ENGINEER and OWNER.

h. Deliver tools, spare parts, extra stocks of materials, and similar physical items to the OWNER.

i. Make final change-over of locks and transfer keys to OWNER, and advise OWNER's personnel to change-over in security provisions, if applicable.

j. Perform start-up testing of systems and provide the OWNER's operating/maintenance personnel with instructions on the use and testing of systems.

k. Discontinue and remove (or change over to OWNER) all temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements from the project site.

l. Complete final cleanup of project site to include touch-up painting of marred surfaces, construction debris removed from site, and any other restoration to pre-construction conditions needed for the site.

B. Inspection Procedures:

1. Upon receipt of CONTRACTOR's request, the ENGINEER will either proceed with inspection or advise CONTRACTOR of unfulfilled prerequisites which require CONTRACTOR's attention.

2. Following initial inspection, the ENGINEER will either prepare the Certificate of Substantial Completion, or advise the CONTRACTOR of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed.

3. Results of completed inspection will form initial "punch- list" for final acceptance.

1.04 PREREQUISITES FOR FINAL ACCEPTANCE

A. General:

1. Prior to requesting ENGINEER's final inspection for the Certificate of Final Acceptance as well as the final payment, as required by General Conditions (Section 00100), complete the following and list known exceptions (if any) in request:

a. Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

b. Submit updated final statement, accounting for additional (final) changes to the Contract Sum.

c. Submit consent of surety.

d. Submit final liquidation damages settlement statement, acceptable to the OWNER.

e. Revise and submit evidence of final continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure:

1. Upon receipt of CONTRACTOR's notice that the work has been completed, including punch-list items resulting from earlier inspections, and excepting incomplete items delayed because of acceptable circumstances, the ENGINEER will reinspect the Work.

2. Upon completion of reinspection, the ENGINEER will either prepare a Certificate of Final Completion or will advise the CONTRACTOR of work not completed or unfulfilled obligations as required for final acceptance. If necessary, procedure will be repeated.

1.05 RECORD DOCUMENT SUBMITTALS

A. General:

1. Specific requirements for record documents are indicated in individual sections of these specifications. Other requirements are indicated in General Conditions. General submittal requirements are indicated in Section 01300 (Submittals).

2. Do not use record documents for construction purposes; protect from deterioration and loss in a secure fire-resistive location; provide access to record documents for ENGINEER's reference during normal working hours.

B. Record Drawings:

1. Maintain a set of contract drawings and shop drawings in clean, undamaged condition, with mark-up of actual installations which very substantially from the work as originally shown.

2. Mark whichever drawing is most capable of showing "field" condition fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at corresponding location on working drawings.

3. Mark with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.

4. Mark-up new information which is recognized to be of importance to the OWNER but was for some reason not shown on either the Drawings or Shop Drawings. Give particular attention to concealed work, which would be difficult to measure and record at a later date.

5. Note related Change Orders where applicable.

C. Record Specifications:

1. Maintain one copy of specifications, including Addenda, Change Orders and similar modifications issued in printed form during construction, and mark- up variation (of substance) in actual work in comparison with text of Specifications and modifications as issued.

2. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation.

3. Note related Record Drawing information and product data, where applicable.

4. Submit completed mark-up to ENGINEER for OWNER's records upon project completion.

D. Operation and Maintenance Manuals:

1. Organize and prepare four sets of operating and maintenance manuals into suitable sets of manageable size and bind into individual binders properly identified and indexed (thumb tabbed).

2. Include emergency instructions, spare parts listing, copies of all warranties, wiring diagrams, recommended "turn-around" cycles, inspection procedures, shop drawings, product data, and similar applicable information.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 CLOSEOUT PROCEDURES

A. General Operating and Maintenance Instructions:

1. Arrange for each installer of work requiring continuing operating or maintenance to meet with OWNER's personnel, at project site, to provide basic instructions needed for proper operation and maintenance of entire work.

2. Include instructions from manufacturer's representatives where installers are not expert in the required procedures.

3. Review operation and maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification systems, control sequences, hazards, cleaning, and similar procedures and facilities.

4. Demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, energy effectiveness, and similar operations for operational equipment.

5. Review operations and maintenance in relation with applicable warranties, agreements to maintain, bonds, and similar continuing commitments.

3.02 FINAL CLEANING

A. General:

1. Special cleaning for specific units of work is specified in other sections. The following are examples, but not by way of limitation, of cleaning levels required:

2. Remove labels which are not required as permanent labels.

3. Wipe surfaces of mechanical and electrical equipment clean and remove excess lubrication and other substances.

4. Clean project site (yard and grounds), including landscape development areas, of litter and foreign substances.

5. Sweep paved areas to a broom-clean condition; remove stains, Petro-chemical spills and other foreign deposits.

6. Rake grounds which are neither planted nor paved, to a smooth, even- textured surface.

B. Compliances:

1. Comply with safety standards and governing regulations for cleaning operations.

2. Do not burn waste materials at or on project site, bury debris or excess materials on OWNER's property, or discharge volatile or other harmful or dangerous materials into drainage systems.

3. Remove waste materials from site and dispose of in a lawful manner.

4. Dispose of extra materials of value remaining after completion of the associated work has become the OWNER's property, to OWNER' best advantage as directed.

END OF SECTION 01705

SECTION 02120
DEMOLITION AND REMOVAL

PART 1 - PART 1 – GENERAL

1.01 SCOPE

A. Description of Work

1. Perform all demolition and removal work necessary and required for the construction of the project as indicated. Such work includes but is not limited to the following:

B. Related Work Specified Elsewhere

1. The following items of associated work are included in other sections of these specifications:

a. Site clearing and grubbing including removal of on-grade slabs, sidewalks, paving and aggregate base, retaining and foundation walls, footings, and remaining debris from demolished improvements.

b. Tree removal.

c. Protection and trimming of existing trees.

d. Construction barricades.

e. Underpinning, shoring, bracing, bulkheading, and related work of permanent nature. (Temporary shoring and bracing required by demolition operations is part of Demolition work).

1.02 REGULATIONS

A. All work shall comply with the rules and regulations of the Division of Industrial Safety and all other Local, Federal and State agencies and authorities having jurisdiction.

B. Obtain and pay for all permits required to perform the demolition work as required by all agencies and authorities having jurisdiction.

1.03 MAINTENANCE OF TRAFFIC AND ACCESS

A. Throughout progress of work, do not interfere with use of or access to adjacent buildings or property.

B. Do not close or otherwise obstruct sidewalks or streets without obtaining and paying for permits to do so.

C. Move and relocate any traffic signals, controls, power or light poles, mailboxes,

D. and similar utility and public service items obstructed by project barricades or operations.

E. Maintain accessibility from street at all times to any fire hydrants within construction area.

1.04 HANDLING OF MATERIALS

A. When the nature of demolition work requires their use, erect and maintain dust chutes for the disposal of materials, rubbish, and debris.

B. Remove salvage and debris from the site as it accumulates. Do not store, sell, burn, or otherwise dispose of debris on the site. Remove all materials in such manner as to prevent spillage. Keep all pavements and areas adjacent to and leading from the site, clean and free of mud, dirt, and debris at all times.

1.05 PROTECTION

A. Erect and maintain temporary bracing, shoring, lights, barricades (except construction barricades for subsequent new construction), warning signs, and guards necessary to protect streets, sidewalks, and adjoining property from damage, all in accordance with applicable rules and regulations.

B. Wet down the site and areas being demolished as required to prevent dust and dirt from rising.

PART 2 - PRODUCTS

2.01 MATERIALS SHALL BE AT CONTRACTOR OPTION

PART 3 - MATERIALS SHALL BE AT CONTRACTOR OPTION

3.01 CONDITIONS OF ADJACENT IMPROVEMENTS

A. Prior to starting demolition work, make inspection with Engineer to determine physical condition of adjacent improvements to remain.

1. Where such have not been terminated, arrange to have water, gas, electric, telephone, and other services to buildings being demolished, turned off by appropriate utility company. (All utility services will be terminated by the Owner prior to issuing a notice to proceed with the demolition work. Where subsequent demolition work reveals that there are utilities which are still in service, immediately notify Engineer who shall issue instructions as to

procedure).

2. Ensure that utilities serving adjacent buildings remain in service.

3. Seal or cap utility lines to or from site at property lines or service side of meters. Where they are of value, have meters picked up by utility companies. Remove all on-site lines to point where capped. Remove above grade lines to point of turning off services.

4. The Contractor is permitted to leave certain water lines in place as may be required for his work under the Contract. He shall, however, be responsible for arranging for all service, installation of meters, pipes, valves, and connections, and shall pay all costs thereof. Temporary water service shall not interfere with additional work under the Contract and shall be removed when the work is completed or as directed by Engineer.

5. Do not remove any lines or services of public utility companies. Where removal and/or relocation of such lines is required, make all arrangements with the utility company involved.

6. Where certain on-site lines are noted on the Drawings to remain, protect and maintain such lines and be responsible for all damage thereto until acceptance of the demolition work.

3.02 RANSFER OF RESPONSIBILITY AND DISPOSITION OF MATERIALS

A. As part of all the demolition activities, the Contractor shall be responsible for the removal all mechanical equipment, materials, and accessories including pumps, valves, piping, handrails, crane systems, etc. as shown on the drawings. Salvage ability of these items shall be established by the Owner at the time of demolition on an item-by-item basis. Materials designated as salvageable by the Owner shall be placed in the on-site Owner designated storage area. All other materials shall become the property of the Contractor and shall be removed from the job site prior to the final payment.

B. Grit and Sludge remaining in bottom of structures to be demolished or repurposed shall be removed from the Site and disposed of in accordance with Federal and State Laws.

3.03 WORKMANSHIP

A. Execute demolition and removal work to ensure safety of persons and adjacent property against damage by settlement, falling debris, or other causes in connection with this work.

B. Demolish concrete and masonry in small sections. Lower heavy framing members carefully.

C. Utilize bracing and shoring where necessary to prevent collapse of structure or parts thereof.

3.04 DEMOLITION AND REMOVAL SCHEDULE

A. Demolition and removal shall not be started until notice to proceed has been obtained from the Engineer. Demolition and removal shall be coordinated with other phase of construction in such an order as recommended in the Contract Documents, and/or shown on the Drawings.

END OF SECTION 02120

SECTION 02200
EARTHWORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Special Conditions, apply to work of this section.

1.02 DESCRIPTION OF WORK

Definition: "Excavation" consists of removal of material encountered to subgrade elevations indicated and subsequent disposal of materials removed.

1.03 QUALITY ASSURANCE

A. Codes and Standards:

1. Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

B. Testing and Inspection Service:

1. Employ, at CONTRACTOR's expense, a testing laboratory subject to approval by the ENGINEER to perform soil testing and inspection service for quality control during earthwork operations.

1.04 SUBMITTALS

A. Test Reports for Excavating:

1. Submit the following reports directly to the ENGINEER from the testing services, with a copy to the CONTRACTOR:

   a. Test reports on fill material. (Modified Proctor Tests)

   b. Field density test reports. (Modified Proctor Tests)

   c. Report of actual unconfined compressive strength and/or results of bearing tests of each strata tested.

1.05 JOB CONDITIONS

A. Existing Utilities:

1. Locate existing underground utilities in areas of work.

2. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.

3. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, immediately consult utility owner for directions.

4. Cooperate with the OWNER and utility owner in keeping respective services and facilities in operation.

5. The CONTRACTOR shall bear all costs of repairing damaged utilities to the satisfaction of utility owner.

6. Do not interrupt existing utilities serving facilities occupied and used by the OWNERs or others, during occupied hours, except when permitted in writing by ENGINEER and then only after acceptable temporary utility services have been provided.

7. Provide a minimum of a 48-hour notice to ENGINEER and receive the notice to proceed before interrupting any utility.

8. Demolish and completely remove from site existing underground utilities indicated to be removed.

9. Coordinate with utility companies for shut-off of services if lines are active.

B. Use of explosives:

1. The use of explosives is not permitted for this project.

C. Protection of Persons and Property:

1. Barricade open excavations occurring as part of this work and post with warning lights.

2. Operate warning lights as recommended by authorities having jurisdiction.

D. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

E. Perform excavation within dripline of large trees to remain by hand and protect the root system from damage or dry out in the manner approved by ENGINEER and OWNER.

PART 2 - PRODUCTS

2.01 SOILS MATERIALS

A. Subbase Material:

1. Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, crushed slag, and/or natural or crushed sand.

B. Backfill and Fill Materials:

1. Satisfactory soil materials free of clay, rock, or gravel larger than 2 inches in any dimension as well as free of debris, waste, frozen materials, vegetation, and other deleterious matter.

2. The fill material should be sand containing little fines.

3. Prior to placing the fill material, the existing material shall be stripped of all soils containing a significant percentage of organics and all loose soils which cannot be readily compacted.

4. If existing materials do not meet these requirements, it may be necessary to backfill with select materials other than those that are stored on the job site.

PART 3 - EXECUTION

3.01 EXCAVATION

A. Excavation is unclassified, and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.

B. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of the ENGINEER.

C. Unauthorized excavation, as well as remedial work directed by the ENGINEER, shall be at the CONTRACTOR's expense.

D. Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom of elevation of footing or base to excavation bottom, without altering required top elevation.

E. Lean concrete fill may be used to bring elevations to proper position, when acceptable to the ENGINEER.

F. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of same classifications, unless otherwise directed

by the ENGINEER.

G. Additional Excavation:

1. When excavation has reached required subgrade elevations, notify the ENGINEER who will inspect conditions.

2. If unsuitable bearing materials are encountered at required subgrade elevations, notify the ENGINEER who will inspect conditions.

3. If unsuitable bearing materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated material as directed by the ENGINEER.

4. Removal of unsuitable material and its replacement as directed will be paid on basis of contract conditions relative to changes in work.

H. Stability of Excavations:

1. Slope sides of excavations to comply with local codes and ordinances having jurisdiction.

2. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.

3. Slope sides of excavations should be maintained in safe condition until completion of backfilling.

I. Shoring and Bracing:

1. Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross-braces, in good serviceable condition.

2. Establish requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction.

3. Maintain shoring and bracing in excavations regardless of time period excavations will be open.

4. Carry down shoring and bracing as excavation progresses.

J. Dewatering:

1. Prevent surface water and subsurface or groundwater from flowing into excavated areas and from flooding the project site and surrounding area.

2. The cost of all dewatering operations including well pointing shall

be the responsibility of the CONTRACTOR.

3. Do not allow water to accumulate in excavations.

4. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations.

5. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

6. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rainwater and water removed from excavations to collecting or run-off areas.

7. Do not use trench excavations as temporary drainage ditches.

K. Material Storage:

1. Stockpile satisfactory excavated materials where directed, until required for backfill or fill.

2. Place, grade, and shape stockpiles for proper drainage.

3. Locate and retain soil materials away from edge of excavations. Do not store within drip line of trees indicated to remain.

4. Dispose of excess soil material and waste materials as herein specified.

L. Excavation for Structures:

1. Conform to elevations and dimensions shown within a tolerance of ±0.10 feet and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of service, other construction, and for inspection.

2. Use caution when excavating footings and foundations, taking care not to disturb bottom of excavation.

3. Excavate by hand to final grade just before concrete reinforcement is placed.

4. Trim bottoms to required lines and grades to leave solid base to receive other work.

M. Excavation for Trenches:

1. Dig trenches to the uniform width required for the particular item to be installed, sufficiently wide to provide ample working room.

2. Provide 6- to 9-inch clearance on both sides of pipe or conduit and a maximum of a 30-inch total width.

3. Excavate trenches to depth indicated or required.

4. Carry depth of trenches for piping to establish indicated flow lines and invert elevations.

5. Keep bottoms of trenches sufficiently below finish grade to avoid freeze-ups anywhere beyond the building perimeter.

6. Carry excavation 6 inches below required elevation and backfill, with a 6-inch layer of crushed stone or gravel prior to the installation of pipe wherever rock is encountered.

7. Do not excavate beyond indicated depths for any pipe or conduit 5 inches or less in nominal size and for flat-bottomed, multiple-duct, conduit units.

8. Excavate bottom cuts by hand to accurate elevations and support pipe or conduit on undisturbed soil.

9. Excavate to the subbase for any pipe or conduit 6 inches or larger in nominal size, as well as for tanks and other mechanical/electrical work indicated to receive subbase:

    a. Depth indicated; or,

    b. If not otherwise indicated, to 6 inches below bottom of work to be supported.

10. Excavate for water bearing pipe so top of pipe is not less than 3 feet below finished pavement grade, but not less than 2 feet, 6 inches below finish grade, except as otherwise indicated on the Contract Drawings.

11. Grade bottoms of trenches as indicated, notching under pipe bells to provide solid bearing for entire body of pipe.

12. Backfill trenches with concrete where trench excavations pass within 18 inches of column or wall footings and which are carried below bottom of such footings, or which pass under wall footings.

13. Place concrete to level of bottom of adjacent footing.

14. Use care in backfilling to avoid damage or displacement of pipe systems.

3.02 COMPACTION

A. General:

1. Control soil compaction during construction, providing minimum percentage of density specified for each area classification as indicated on the Contract Drawings.

B. Moisture Control:

1. Where subgrade of layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during compaction operations.

2. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

3. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by dicing, harrowing, or pulverizing, until moisture content is reduced to a satisfactory value.

3.03 BACKFILL AND FLLL

A. General:

1. Place acceptable soil material in layers to required subgrade elevations, for each area classification listed below:

a. In excavations, use satisfactory excavated or borrow material.

b. Under grassed areas, use satisfactory excavated or borrow material.

c. Under walks and pavements, use subbase material, or satisfactory excavated or borrow material, or a combination of both.

d. Under piping and conduit, use subbase material where subbase is indicated under piping or conduit; shape to fit bottom 90 degrees of cylinder.

B. Backfill excavation as promptly as work permits, but not until completion of the following:

1. Acceptance of construction below finish grade.

2. Inspection, testing, approval, and recording locations of underground utilities.

3. Removal of concrete formwork.

4. Removal of shoring and bracing and backfilling of voids with satisfactory materials.

5. Removal of temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities or leave in place if required.

6. Removal of trash and debris.

7. Placement of permanent or temporary horizontal bracing on horizontally supported walls.

C. Ground Surface Preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills.

2. Plow, strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontals so that fill material will bond with existing surface.

3. Break-up ground surface, pulverize, moisture-condition to optimum moisture content, and compact to required depth and percentage of maximum density, when existing ground surface has a density less than that specified under "Compaction" below for particular area classification.

D. Placement and Compaction:

1. The lower portion of backfill, to a compacted level of 1 foot above the top of the pipe, shall be hand placed in layers of lifts not to exceed 6 inches of compacted depth and each layer compacted individually by means of hand tampers.

2. Above that level, place lifts in layers not to exceed 12 inches of compacted depth and machine filling and tamping may be used.

3. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content.

4. Compact each lift to required percentage of minimum soil density for each area classification as designated herein.

5. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

6. Place backfill and fill materials evenly adjacent to structures, piping or conduit to required elevations.

7. Take care to prevent wedging action of backfill against structures or displacement of piping or conduit by carrying material uniformly around structure, piping or conduit to approximately same elevation in each lift.

3.04 GRADING

A. General:

1. Uniformly grade areas within limits of grading under this section, including adjacent transition areas.

2. Smooth finished surfaces within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.

B. Grading Outside Building Lines:

1. Grade areas adjacent to building lines to drain away from structures and to prevent ponding.

2. Finish surfaces free from irregular surface changes, and as follows:

a. Lawn or Unpaved Ares:

1) Finish areas to receive topsoil to within not more than 0.10 feet above or below required subgrade elevations.

b. Walks:

1) Shape surface of areas under walks to line, grade, and cross-section, with finish surface not more than 0.10 feet above or below required subgrade elevation.

c. Pavements:

1) Shape surface of areas under pavement to line, grade, and cross-section, with finish surface not more than ½ inch above or below requires subgrade

elevations.

d. Grading Surface of Fill Under Building Slabs:

1) Grade smooth and even, free from voids, compacted as specified, and to required elevation.

2) Provide final grades within a tolerance of ½ inch when tested with an 10-foot straightedge.

e. Compaction:

1) After grading, compact subgrade surfaces to the depth and indicated percentage for each area classification.

3.05 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction:

1. Provide testing service by a qualified soil testing firm, subject to the ENGINEER's approval.

2. Testing service shall inspect and approve subgrades and fill layers before further construction work is performed.

B. Paved Areas:

1. Make at least one field density test of subgrade for every 2,000 square feet of paved area but in no case less than three tests, nor less than one test per driveway or crossing.

2. In each compacted fill layer, make one field density test for every 2,000 square feet of paved area but in no case less than three tests nor less than one per driveway or crossing.

C. Non-Paved Areas:

1. Perform at least one field density test per 3,000 square feet of fill per every vertical foot of height and perform at least one field density test per 1,000 feet of pipe installed per every 2 feet of vertical trench depth.

2. If in opinion of the ENGINEER, based on testing service reports and inspection, subgrade or fills which have been placed below are specified density, provide additional compaction and testing at no additional expense.

3.06 MAINTENANCE

A. Protection of Graded Areas:

1. Protect newly graded areas from traffic and erosion.

2. Keep free of trash and debris.

B. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

C. Reconditioning Compacted Areas:

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

3.07 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. Disposal of all spoil material resulting from construction shall be the responsibility of the CONTRACTOR.

END OF SECTION

SECTION 02960
RESTORATION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK:

A. The work includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work.

B. This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

PART 2 - PRODUCTS

2.01 SOD:

A. Any slope equal to or steeper than 1 vertical to 3 horizontals shall be sodded and the sod shall be pinned down for stabilization.

B. The CONTRACTOR shall, at his expense, maintain the sodded areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include watering, re-staking sod, filling, leveling and repairing of any washed or eroded areas, as may be necessary.

2.02 PLANTS AND TREES:

A. Existing damaged plants and tress shall be replaced by plants and trees of equal type, quality, and size whenever possible. All new plants and trees shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bade abrasions plant diseases, insect pests, their eggs or larvae. The new plants shall be approved by the ENGINEER before placing.

B. Existing plants may be removed, preserved, and replaced at the CONTRACTOR's option. Plants shall be handled by an approved nursery.

C. Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced. Plants used shall be in accordance with the standards for Florida No. 1 or better as given in Grades and Standards for Nursery Plants Part I.

D. Plants shall conform to the sizes indicated by the OWNER.

E. Trees shall be guaranteed for 1 year. If the replaced tree dies within 1 year of project completion it shall be replaced by the CONTRACTOR at no expense to the City.

2.03 MULCH:

Match existing mulch.

2.04 WATER:

The water used in the performance of this Contract shall be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, or organic matter. The CONTRACTOR shall purchase all testing water from the City.

2.05 PLANTING MIXTURE:

The 18-inch planting mixture, when required, shall consist of a thorough mixture of 40% peat and 60% sand. The peat shall be Florahome peat or equivalent and the sand shall be clean and free from debris of any kind.

2.06 FERTILIZER:

Fertilizer shall be pelletized 13-13-13 or approved equal.

PART 3 - EXECUTION

3.01 LANDSCAPING RESTORATION:

A. Lawn Areas:

Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work.

B. Balled Plants:

1. Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in "Horticultural Standards."

2. Balls shall be firmly wrapped with burlap or equally approved strong cloth.

3. A balled plant will not be planted if the ball is cracked or broken before or during the process of planting.

C. Preparation of Plant Pits:

1. All plant pits shall be circular in outline and have vertical sides.

2. Tree pits shall be 2 feet wider than the width of the ball and 1 foot deeper than the depth of the ball.

3. Shrubs that are either balled and burlapped (B&B) or 3 gallons (and plus) shall have pits that are 2 feet wider than the width of the plant ball and 6 inches deeper than the depth of the ball.

4. Smaller shrubs shall have pits that are at least 1 foot wider than the width of the plant ball and 6 inches deeper than the ball depth.

D. Setting Plants:

1. All plants except as otherwise specified, shall be centered in pits.

2. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.

3. B&B Plants and Palm Trees:

a. B&B plants and palm trees shall be placed on 6 to 12 inches of tamped planting mixture and adjusted so as to be at the proper level.

b. The rope and burlap shall be cut away and the burlap folded down to the bottom of the pit.

c. Very large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed.

d. Backfill of planting mix shall be placed halfway up the pit and then water tamped.

e. After this water has drained away, backfill around the ball to grade and water tamp again.

f. Finally, form a ridge of soil around the edge of the pit to form a saucer and full area three times with water.

E. Water:

1. Water to be used initially during plant installation shall be furnished by the CONTRACTOR.

2. The existing irrigation system, where damaged, shall be promptly repaired after the installation of the plants.

F. Options as to Methods:

Any plant may be furnished container grown instead of balled if all other requirements are met.

G. Fertilizer:

Immediately before sod is placed, 8-8-8 fertilizer shall be applied at the rate of approximately 500 pounds per acre, by broadcasting and raking into the planting area.

H. Tamping:

1. Sod shall be firmly embedded by light tamping.

2. Wherever necessary to prevent an erosion condition caused by vertical edges at the outer limits of the sodded area, the sod shall be tamped so as to produce a featheredge at the outer Limits.

3. The sod shall be kept in a moist condition after it is planted.

4. Water shall not be applied between the hours of 8:00 a.m. and 4:00 p.m. nor when there is danger of freezing.

I. The CONTRACTOR shall, at his expense, maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include watering, filling, leveling and repairing of any washed or eroded areas, as may be necessary.

3.02 PAVEMENT REPLACEMENT:

A. Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.

1. Non-asphalt pavement replacement shall be replaced of like material and thickness.

2. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the ENGINEER.

3. Where asphalt or built-up asphalt pavement is replaced by concrete, the concrete shall have a minimum of 6 inches in thickness and be reinforced with 6 by 6 No. 6 gage welded wire fabric. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.

B. Road cuts across City or County roads shall not be cut.

C. Unless the base is sealed or other temporary paving applied over driveway areas to be repaved, pavement shall be replaced not later than 3 weeks after completion of backfill.

3.03 CURB REMOVAL AND REPLACEMENT:

A. Curb removal and replacement required in the construction of this work shall be done by the CONTRACTOR.

B. Reasonable care shall be exercised in removing the curb, and the CONTRACTOR shall either stockpile or dispose of this material as directed by the ENGINEER.

C. Curb shall be replaced of like material in a manner and condition equal to or better than that existing at the time of removal.

D. Materials and methods of replacing State Highway sidewalks or curbs shall conform to the Florida Department of Transportation specifications.

3.04 TESTS:

A. The CONTRACTOR shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations.

B. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the CONTRACTOR at such locations as may be recommended by the ENGINEER.

C. If the densities as determined by the specified tests fall below the required minimums, the CONTRACTOR shall pay for all retests.

END OF SECTION

THE CITY OF

MEXICO BEACH

F · L · O · R · I · D · A

ATTACHMENT A

CONSTRUCTION DRAWINGS

Available for download at www.mexicobeachfl.gov/bids

ATTACHMENT B

SALES TAX AGREEMENT

0000001 06/29/24

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012557543C-9	05/31/2022	05/31/2027	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF MEXICO BEACH
201 PARADISE PATH
MEXICO BEACH FL 32456-7197

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.