

Contract Bidding Documents

TOWNSEND STREET PEDESTRIAN, ROADWAY AND DRAINAGE IMPROVEMENTS



City of Wauchula
126 South 7th Avenue
Wauchula, FL 33873

FPID NO. 442240-1

Pre-Bid Meeting:

Date: NA

Sealed Bids Due:

Date: June 21, 2021

Time: 2:00 PM Local Time

Location: City of Wauchula Administration Building
126 South 7th Avenue
Wauchula, FL 33873

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1. INSTRUCTIONS TO BIDDERS

INVITATION FOR BID

Sealed Bids will be received by the City of Wauchula located at 126 South 7th Avenue, Wauchula, Florida 33873, until 2:00 PM local time on **June 21, 2021**. Bids received after said time will be returned unopened. The Bidder shall be solely responsible for delivery of their Bid. Reliance upon mail or public carriers is at the Bidder's risk.

The principal features of the Work are:

1. Milling and resurfacing of approximately 2,290-ft of existing asphalt.
2. 2,350-ft of curbing
3. 1,480-ft of 5' sidewalk
4. 1,915-ft of storm drain including inlets, manholes, one (1) detention pond, and 91-ft of 24" jack and bore
5. Striping and signage

The Contract(s) awarded under this Solicitation will be funded with funding received from the Florida Department of Transportation through the Small County Outreach Program (SCOP). Neither the State nor any of its departments, agencies, or employees are or will be a party to this Solicitation or any resulting contract.

Plans and specifications are on file for inspection at the City of Wauchula Administration Building located at 126 South 7th Avenue, Wauchula, FL 33873.

The Bidder is solely responsible for obtaining the Bid Documents. An electronic version of the Bid Documents may be downloaded from the City of Wauchula website at the following web address <https://www.cityofwauchula.com/home/news/invitation-bid-townsend-street-pedestrian-roadway-drainage-improvements>

Sealed Bids shall reference the following on the outer envelope:

SEALED BID: BIDDER'S NAME AND ADDRESS
CITY OF WAUCHULA – TOWNSEND STREET PEDESTRIAN, ROAWAY AND STORMWATER
IMPROVEMENTS
FPID NO. 442240-1

All Bids shall be publicly opened, read aloud and recorded at 2:00 PM local time on **June 21, 2021** at the City of Wauchula Administration Building, 126 South 7th Avenue, Wauchula, FL 33873.

PRE-BID MEETING: NA

QUESTIONS: All questions regarding this Invitation for Bid shall be submitted in writing and delivered to Olivia Minshew, Assistant City Manager, City of Wauchula, 126 South 7th Avenue, Wauchula, FL 33873, or via email: ominshew@cityofwauchula.com.

ADDENDA: The Owner will distribute Addenda directly to Bidders who have submitted a **Notice of Interest Form**. A copy of the form may be obtained by submitting a written request to Olivia Minshew at the address above or by downloading the form from the City of Wauchula website at: <https://www.cityofwauchula.com/home/news/invitation-bid-townsend-street-pedestrian-roadway-drainage-improvements>

SECTION 1.1: GENERAL INSTRUCTIONS TO BIDDERS

1.1.1 Defined Terms in the Instructions to Bidders

- A. The words and terms defined in DIVISION 3: TERMS AND CONDITIONS are hereby incorporated by reference into this part.

1.1.2 Minimum Qualifications for Eligibility to Bid

- A. Receipt of this Solicitation and other Bid and Contract related documents from the Owner or its designated representatives does not constitute the Owner's approval of the Bidder's qualifications.
- B. Bidders shall have the following minimum qualifications to be considered eligible to bid in response to this Solicitation. It is the responsibility of the Bidder to ensure and certify that it meets the minimum qualifications. Bidders not meeting all of the following criteria will not have their Bids considered for Award.
 - 1. Bidder shall be a Florida Department of Transportation prequalified contractor for construction efforts within Florida Department of Transportation right of way.
 - 2. Bidder shall have been in the business of performing projects of the same scope for at least the past five (5) years.
 - 3. Bidder shall demonstrate that it has successfully completed at least three (3) projects of similar scope and scale to the Work described herein, for at least two (2) different Florida government agencies within the past five (5) years. Bidder shall submit names and contact information for each referenced project. Factors the Owner may consider to make a determination of the Bidder's eligibility under this criterion include but are not limited to:
 - a. The Bidder's ability to perform work in a satisfactory manner as evidenced by the Bidder's past performance on other projects performed for the Owner, and
 - b. The Bidder's past performance of satisfactory work as evidenced by project descriptions submitted for three stated projects as part of the Bid and the Owner's verification of associated references; and
 - c. The Bidder's past performance as evidenced by any other information the Owner gathers or obtains during the Bid review process, including but not limited to information included on the Bidder's Qualifications questionnaire.

- 1.1.3 Bid Security
 - A. Each Bid is to be accompanied by a Bid Security made payable to the Owner in an amount at least equal to five (5) percent of the Bidder's maximum Bid Price and in the form of a Certified Check or Bid Bond. Failure to furnish the required Bid Security will disqualify the Bid.
- 1.1.4 Minority and Women's Business Enterprise Goals
 - A. Bidders are encouraged to utilize Minority Business Enterprises and Women's Business Enterprises in the Work.
- 1.1.5 Notice of Liquidated Damages
 - A. In the event a Contract is awarded as a result of this Solicitation, the Contract will be subject to liquidated damages as set forth in DIVISION 3: TERMS AND CONDITIONS.
- 1.1.6 Florida Trench Safety Act
 - A. The Bidder shall complete and submit with its Bid the Florida Trench Safety Act Acknowledgment form, in accordance with Florida Statutes, Section 553 when the Work includes trench excavations that exceed five (5) feet in depth and as written assurance that the Bidder shall comply with all applicable trench safety standards, laws, rules and regulations during performance of any Work awarded from this Solicitation.
- 1.1.7 Subcontractors
 - A. The Bidder shall supply with their Bid a list of all Subcontractors and Suppliers that it intends to use for the Work. The Successful Bidder shall not be permitted to use Subcontractors and Suppliers other than those shown in the Bid unless good cause is shown and prior written consent is obtained from the Owner.
 - B. If the Bidder plans to use a single Subcontractor or Supplier to perform over 50% of the Work, the Bidder shall obtain the Owner's approval prior to the opening of Bids. Failure to obtain the Owner's approval will disqualify the Bid.
 - C. The Bidder may not use as a Subcontractor or Supplier, any Bidders that were rejected in the Bid process due to incomplete status or unqualified Bids.
- 1.1.8 Payment and Performance Bonds
 - A. As stated in DIVISION 3: TERMS AND CONDITIONS of the Contract Documents, the successful Bidder shall be required to furnish a Payment Bond and a Performance Bond in accordance with Florida Statutes, Section 255.05, prior to the start of any Field Work.

1.1.9 Estimated Quantities Provided For Bidding Reference

- A. The Bidder understands and agrees that the Owner's estimated Contract amounts shall not obligate the Owner in any way to issue Purchase Orders under the Contract of this amount, or any amount of Work under the Contract. The Owner may, at its sole discretion, issue Purchase Orders under the Contract totaling more or less than the estimated amounts, or may award the Contract, and is under no obligation to issue any Purchase Orders under the Contract. In the event that quantities change after Award, the changes to price and/or scope shall be made in accordance with the terms and conditions stated in the Contract Documents.
- B. Any item not shown on the Bid Form, but that is shown in the Drawings or Technical Specifications section, that is required to perform the Work, or that is required as part of a complete and operable system, shall be included in the Bid Price.

1.1.10 Existing Site Conditions & Technical Data

- A. Where the Bidder visits sites, no Work or other disturbance is to be performed while at the site without written permission by the Owner in advance of the site visit. The Bidder shall comply with all safety requirements described in the Bid Documents and the Owner may require the Bidder to show proof of a minimum of \$1 million of general liability insurance.
- B. No reports of Hazardous Materials at the Site are known to the Owner or the Engineer, unless disclosed in the specifications.
- C. In the preparation of Drawings, the Engineer relied upon the following relating to existing surface and subsurface structures which are within or contiguous to the Site:
 - 1. Survey provided by Hyatt Survey Services, Inc.
 - 2. Report of Subsurface Soil Exploration provided by Ardaman and Associates, Inc.
 - 3. City of Wauchula Water and Sewer Location Drawings
 - 4. Natural gas record drawings prepared by Kimley-Horn as well as gas line location information provided by Sebring Gas System, Inc.
 - 5. Private utility location information provided by private utilities
- D. Copies of the reports (and drawings) itemized above that are not included with the Bid Documents may be examined during regular business hours at the office of the Project Engineer identified in DIVISION 2: AGREEMENT. These reports (and drawings) are not part of the Contract Documents, but comprise additional "technical data" upon which the Bidder may rely as identified and established.
- E. The Bidder is solely responsible for obtaining and verifying all technical data necessary to submit its Bid.

1.1.11 Pre-Bid Clarifications & Addenda

- A. All questions regarding the Bid Documents must be submitted as stated in the Solicitation no later than ten (10) business days prior to the Bid Opening Date. The Bidder shall promptly give the Owner written notice of any errors, conflicts or ambiguities it discovers in the Bid Documents.
- B. If the Bidder objects in any manner to the Terms and Conditions or Technical Specifications, the objection must be addressed in writing no later than ten (10) business days prior to the Bid Opening Date. The Owner will address the objection in an Addendum if the Owner believes that a clarification or change is necessary.
- C. The Owner may issue Addenda prior to the opening of Bids to change or clarify the intent of the Bid Documents. The Owner will issue written responses to questions and requests for clarifications received by the stated deadline in the form of Addenda, and will distribute Addenda directly to Bidders who have submitted a Notice of Interest Form. A copy of the form may be obtained by submitting a written request to Olivia Minshew at the address provided in the Invitation for Bid or by downloading the form from the City of Wauchula website at:

<https://www.cityofwauchula.com/home/news/invitation-bid-townsend-street-pedestrian-roadway-drainage-improvements>
- D. Completed Notice of Interest Forms must be submitted no later than ten (10) business days prior to the Bid Opening Date.
- E. The Bidder shall be responsible for ensuring it has received all Addenda prior to submitting its Bid and shall acknowledge receipt of all Addenda by completing the Bidder's Representation section on the Bid Form in DIVISION 5: FORMS. All Addenda will become part of the Bid Documents and any resulting Contract Documents. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Bid at the Owner's sole discretion.

1.1.12 Completing the Bid Form

- A. Bidders shall complete and submit the enclosed Bid Form with responses typewritten or written in ink. When a blank is marked "optional", the Bidder shall insert the words "No Bid" in the space provided if the Bidder does not choose to submit a price for that item.
- B. Failure to complete each blank with either a price or the words "No Bid" may disqualify the Bid. Failure to submit a Bid that addresses all parts of the Work may disqualify the Bid.
- C. The Bidder, or its authorized agent or officer of the firm, shall sign the Bid Form. Failure to sign the Bid Form may disqualify the Bid.
- D. Owner-approved erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten signature of each person executing the Bid. Failure to authenticate changes may disqualify the Bid.

- E. The Owner will review the Bids to determine that they meet the specifications set for the Work in the Bid Documents. The Owner may disqualify any Bids that deviate from the requirements of this Solicitation, and those that include unapproved exceptions, amendments, or erasures.
- F. Failure to complete and submit all additional forms and documentation required in the Bid Documents to accompany the Bid Form may disqualify the Bid.

1.1.13 Modification or Withdrawal of Bids

- A. The Bidder may modify or withdraw its Bid at any time prior to the advertised Bid Opening by giving written notice to the City of Wauchula, 126 South 7th Avenue, Wauchula, FL 33873. The Owner shall not accept any modifications to Bids after the advertised Bid Opening. The Bidder shall not withdraw its Bid for a period of 120 calendar days following the advertised Bid Opening.

1.1.14 Submitting the Bid Documents

- A. The Bidder shall submit its Sealed Bid in response to this Solicitation no later than the Bid Due Date and Time stated in the Invitation for Bid, or as may be subsequently amended via Addenda. The Bid shall be sealed and the envelope clearly marked with the title stated in the Invitation for Bid and the Bidder's name and address. The Sealed Bid may be enclosed in another mail or courier service package.
- B. The Bidder shall submit one (1) original Bid and two (2) duplicates of the original Bid.
- C. All Bids must be received at the location and by the date and time stated in the Invitation for Bid, or as may be subsequently amended via Addenda. The Bids from all Bidders will be publicly read at the date and time advertised for the Bid Opening. Bids arriving after the advertised Bid Opening date and time and/or at an incorrect location will be returned to the Bidder unopened. Reliance upon third-party courier or delivery service is at the Bidder's risk.
- D. All information marked by the Owner or the Bidder as "Confidential Information" that is included in the Solicitation or that is submitted by the Bidder as part of its Bid shall be handled in accordance with the terms and conditions stated in DIVISION 3: TERMS AND CONDITIONS.

1.1.15 Opening of Bids

- A. The Owner will open Bids at the date, time and location stated in the Invitation for Bid, or as may be subsequently amended via Addenda. At the Bid Opening, the Owner will publicly open and read each Bid that was received prior to the advertised deadline for bid submissions, except those that have been properly withdrawn.
- B. The Owner has the right to waive any irregularities or informalities in the Bids.

- C. Copies of all Bids will be available for public inspection ten (10) business days after the Bid Opening date. Bidders may review opened Bids by contacting the designated Owner Representative to arrange a mutually convenient time for such review at the Owner's offices.

1.1.16 Calculation of Bid Price

- A. The Owner will use the Bidder's base bid when making price comparisons for Award purposes.
- B. The Owner will consider alternate Bids only if the Bidder submits a base Bid in accordance with the Bid Documents. The Owner will review alternates on the Bid Form, and will reject or accept at the Owner's sole discretion.

1.1.17 Award

- A. The Owner will Award the Contract to the lowest, responsive and responsible Bidder whose Bid meets or exceeds specifications, in accordance with the Contract Documents. The Owner reserves the right to reject any/all Bids, in whole or in part, as deemed to be in the Owner's best interest.

1.1.18 Notice of Award

- A. The Owner intends to Award one Contract for as many items as possible to achieve maximum benefit from this Contract. The Owner may Award more than one Contract, based on certain groupings of items, which the Owner may revise or reorganize, or the Owner may exclude line items if in its best interest. In the event the Owner makes an award as a result of this Solicitation, the Owner will issue a Notice of Award, in writing and signed by an authorized Owner's Representative as notice to the Bidder that the Owner has deemed it the successful Bidder.
- B. The Notice of Award will be accompanied by relevant Contract Documents for execution. Unless expressly waived by the Owner, the Successful Bidder shall execute a Contract for the Work in a form acceptable to the Owner within the timeframe stated on the Notice of Award. If the Bidder fails to execute the Contract Agreement form or associated documents, or to obtain the necessary bonds, licenses or insurances as required, or if it fails to act on an Owner-issued Purchase Order ("PO"), the Owner may cancel the Award with no further liability to the Bidder, retain the Bid Security, and Award to the next lowest responsive and responsible Bidder.
- C. Upon receipt of the completed documents, the Owner will execute the Contract Documents and issue the Contractor one fully executed original copy. No other Owner action shall constitute acceptance of the Bid.

1.1.19 Notice to Proceed

- A. Upon receipt of the executed Contract, the required Payment Bond, Performance Bond, and compliant Certificate of Insurance, the Owner will issue a Notice to Proceed in writing and signed by an authorized Owner's Representative as authorization for the Contractor to proceed with the Work, unless otherwise stated in the Contract.
- B. In the event that the Owner intends to authorize the Successful Bidder to proceed with Administrative Work only, or with only a portion of the Work, then the Owner shall state the specific limitations of such authorization in a written notice, and the Owner will issue a separate Notice to Proceed to authorize the Contractor to begin Field Work, when applicable, or to perform the remainder of the Work, or any portion thereof. The Contractor shall ensure that it is prepared to begin Field Work upon receipt of the Notice to Proceed. Any Work performed outside of this partial authorization shall be at the Contractor's risk and the Owner shall have no obligation to pay for such Work.

1.1.20 Certification and Representations of the Bidder

- A. By signing and submitting a Bid, the Bidder certifies and represents as follows:
 - 1. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of these Bid Documents, including but not limited to all sample Contract Documents, Technical Specifications, Drawings, Exhibits and Attachments thereto, prior to submitting its Bid.
 - 2. That every aspect of its submitted Bid, including the Bid Price and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of the Owner. The Owner assumes no responsibility for any understanding or representation made by any of the Bidder's representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that the Owner assumes the responsibility.
 - 3. That the individual signing the bid is a duly authorized agent or officer of the submitting firm. Bids submitted by a corporation must be executed in the corporate name by the President or a Vice President. If an individual other than the President or a Vice President signs the bid, satisfactory evidence of authority to sign must be submitted with the bid. If the bid is submitted by a partnership, the bid must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the bid, satisfactory evidence of authority to sign must be submitted with the bid. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of submission of the Bid.
 - 4. That the submitting firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including not limited to FDOT prequalification and business registration tax necessary to perform the Work.

The Bidder also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Bidder shall immediately notify the Owner of any change.

5. That it has read, understands, and will comply with the Article 1.1.22 of this section entitled "Ethics."

1.1.21 Conflict of Interest

- A. Any Bidder bidding the construction phase of a project cannot at the time of Bid submittal, be affiliated with or have any direct or indirect ownership interest in the architect/engineer ("Designer") of record. The Bidder will also be prohibited from bidding if the Designer has any direct or indirect ownership interest in the Bidder. Should the Owner erroneously award a contract in violation of this policy, the Owner may terminate the contract at any time with no liability to Contractor, and Contractor shall be liable to the Owner for all damages, including but not limited to the costs to rebid the Project. The purpose of this policy is to encourage open, fair and competitive bidding and to eliminate any actual or perceived advantage that one bidder may have over another. In addition to this policy, Design Build projects are governed by the provisions of Florida Statutes, Section 287.055(9)(b).

1.1.22 Ethics

- A. By signing the Bid Form, the Bidder certifies this Bid is made without any previous understanding, agreement or connection with any other person, firm, or corporation submitting a Bid for the same Work other than as a Subcontractor or supplier, and that this Bid is made without outside control, collusion, fraud, or other illegal or unethical actions. The Bidder shall comply with all Owner ordinances, policies and procedures regarding business ethics.
- B. The Bidder shall submit only one Bid in response to this Solicitation. If the Owner has reasonable cause to believe the Bidder has submitted more than one Bid for the same Work, other than as a Subcontractor or Supplier, the Owner may disqualify the Bid and may pursue debarment actions.
- C. The Bidder shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Bid by submitting such information with its Bid. Failure to do so will disqualify the Bid. If the Owner has reason to believe that collusion exists among the Bidders, the Owner will reject any and all Bids from the suspected Bidders and may proceed to debar the Bidder(s) from future Work.
- D. In accordance with Florida Statutes, Section 287.133, the Owner will reject Bids from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendors list maintained by the Florida Department of Management Services. The Owner shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Bidder listed on the

Convicted Vendor list for any transaction exceeding \$10,000 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list.

- E. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit on 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; and may not transact business with any public entity.
- F. In accordance with Florida Statutes, Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- G. If the Bidder violates any requirement of this Section, the Bid may be rejected and the Owner may debar the offending companies and persons from future Work with the Owner.

1.1.23 Ex Parte Communication

- A. Ex Parte Communication is strictly prohibited. Failure to adhere to this policy will disqualify the noncompliant Bidder's Bid. The Owner's policy on Ex Parte Communication will not prohibit the following:
 - 1. Meetings called or requested by the Owner and attended by the Bidders for the purpose of discussing this Solicitation, evaluation, or selection process including, but not limited to, substantive aspects of the Solicitation. Such meetings may include, but are not limited to, Pre-Bid meetings, site visits to the Owner's or the Bidders' facilities, interviews/negotiation sessions as part of the selection process, and other presentations by the Bidders, all of which are requested by the Owner and will be limited to topics specified by the Owner.
 - 2. The addressing of the Owner at public meetings advertised and conducted pursuant to Florida Statutes, Section 286.011.
 - 3. The filing of a written protest to any proposed Award to be made pursuant to this Solicitation, evaluation and selection process, which filing and prosecution shall give notice to all Bidders. Protest proceedings shall be limited to open public meetings advertised and conducted pursuant to Florida Statutes, Section 286.011 with no Ex Parte Communication outside those meetings.
 - 4. Communications between the Owner representatives and the Bidder for routine matters arising from procurements other than this Solicitation.
 - 5. Written communication between potential Bidders and the Engineer provided copies of written communications are provided to all Bidders.

1.1.24 Prohibition Against Contingent Fees

- A. The Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Bidder, to solicit or secure a contract with the Owner, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or making of the Contract. For the breach or violation of these provisions, the Owner shall have the right to disqualify the Bid and pursue debarment or terminate the Contract without liability and at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

1.1.25 Protest of Bid and Award Process

- A. Bidders shall file any protests regarding this Solicitation in writing, and shall submit such to the Owner's Procurement Representative noted on the Solicitation no later than three (3) business days following the event giving rise to the protest. Failure to submit a written protest within the timeframe herein will constitute a waiver of the right to pursue a protest.
- B. The written protest shall include at minimum the following information:
 - 1. Project or bid number of the solicitation protested;
 - 2. Title of solicitation protested;
 - 3. Specific identification of issue(s) protested; and
 - 4. Requested action for correction.
- C. The Owner's Procurement Representative will review the submitted information to ensure completeness and submit the issue to a committee comprised of the Owner's designated Project Manager for the Work, the City Manager and the Owner's Legal Counsel ("Protest Committee").
- D. The Protest Committee will review the protest and may request a presentation by the Bidder of the protested issue. The Protest Committee will issue a written decision within fourteen (14) calendar days of receipt of the written protest.

1.1.26 Owner's Reservations

- A. The Bid Documents provide potential Bidders with information to enable the submission of written offers. The receipt of Bid Documents is not a contractual offer or commitment by the Owner to purchase products or services.
- B. Bids and Bid Prices shall be warranted for a period of one-hundred twenty (120) days following the opening of Bids, and no Bid may be withdrawn during such timeperiod.

- C. The Owner reserves the right to reject any or all Bids, or any part thereof, and/or to waive irregularities or informalities if such action is in its best interest. The Owner may reject any Bids that it deems incomplete, obscure or irregular including, but not limited to, Bids that omit a price on any one or more items for which prices are required, Bids that omit Unit Prices if Unit Prices are required, Bids for which the Owner determines that the Bid is unbalanced, Bids that offer Equal Items when the option to do so has not been stated, Bids that fail to include a bid bond, where one is required, and Bids from Bidders who have previously failed to satisfactorily complete Contracts of any nature for the Owner.
- D. The Owner reserves the right to cancel, postpone, modify, reissue and amend this Solicitation at its discretion. The Owner reserves the right to cancel or change the date and time of the bid opening at any time prior to the advertised time.
- E. The Owner may Award the Contract in whole or in part. In such cases whenever the Owner exercises any of these reservations, the Owner will make a reasonable effort to notify, in writing, all parties to whom Bid Documents were issued. The Owner may award multiple or split Contracts if it is deemed to be in the Owner's best interest.

1.1.27 Documents and Forms Included in the Bid Documents

- A. The reference to and/or inclusion of the Contract Documents and other Contract related forms in the Bid Documents shall in no way be construed as an Award of the Work, or any portion thereof, or as an intention to award the Work. The Owner reserves the right to alter, amend or delete any portion of these forms, to exclude any form, or to require additional forms not listed herein prior to execution of the Contract Documents.

[REMAINDER OF PAGE LEFT BLANK]

SECTION 1.2: REQUIRED FORMS TO SUBMIT WITH BID

1.2.1 Bid Forms

A. To submit a Bid in response to this Solicitation, all of the following forms must be completed and submitted as part of the Bid. Copies of the forms are contained in the Bid Documents. Additional copies may be requested by contacting the Owner.

1. Bid Form (form included in DIVISION 5: FORMS)
2. Bid Security (form included in DIVISION 5: FORMS)
3. Bidder's Qualifications and supporting information (form included in DIVISION 5: FORMS)
4. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (form included in DIVISION 5: FORMS)
5. Drug-Free Workplace Certificate (form included in DIVISION 5: FORMS)
6. Florida Trench Safety Act Acknowledgement (form included in DIVISION 5: FORMS)
7. Non-Collusion Affidavit (form included in DIVISION 5: FORMS)
8. Public Entity Crimes Statement (form included in DIVISION 5: FORMS)
9. Tabulation of Subcontractors and Suppliers (form included in DIVISION 5: FORMS)
10. Evidence of authority to do business in the State of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

FDOT Prequalification Date:_____.

[END OF SECTION]

2. DIVISION 2: AGREEMENT

This Agreement is made and entered into on _____ (“Effective Date”), by and between THE CITY OF WAUCHULA, a Florida municipality located at 126 South 7th Avenue, Wauchula, FL 33873 (“Owner”) and _____, a [STATE OF INCORPORATION] corporation with principal offices at _____ [ADDRESS OF CONTRACTOR] (“Contractor”).

Whereas, the Owner issued an Invitation for Bid and all associated Bid Documents for the Work titled “City of Wauchula – Townsend Street Pedestrian, Roadway and Stormwater Improvements” and;

Whereas, the Contractor submitted a Bid in response to such Work, which was opened and accepted by Owner on _____, 2020, and;

Whereas, the Owner has determined that the Contractor’s Bid is the lowest responsive and responsible Bid for the Work and has issued the Contractor a Notice of Award to such effect;

Therefore, the Owner and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 2.1: WORK

2.1.1 Completion of Work

A. Contractor shall complete all Work as specified or indicated in the Contract Documents. The principal features of the Work are described as:

1. Milling and resurfacing of approximately 2,290-ft of existing asphalt.
2. 2,350-ft of curbing
3. 1,480-ft of 5’ sidewalk
4. 1,915-ft of storm drain including inlets, manholes, one (1) detention pond, and 91-ft of 24” jack and bore
5. Striping and signage

SECTION 2.2: CONTRACT PRICE

2.2.1 Contract Price

A. The Contractor shall perform the work for a not-to-exceed Contract Price of _____ [CONTRACT PRICE], or as may be amended in accordance with the Contract Documents, subject to the availability of lawfully appropriated funds.

2.2.2 Quantities

A. The Contract Price includes the Contractor’s Bid Price. For items of the Work that are Unit Price, the prices shown on the Bid Form shall be used in determining the final Contract Price. As stated in the Bid Documents, estimated quantities provided on the

Bid Form by the Owner are not guaranteed quantities. Actual quantities used in the Work may vary.

- B. Regularly during the Work, and upon the Owner's review of the Final Application for Payment, the Owner, or its designated representative, will determine actual quantities used in the Work, and the Owner may issue a Change Order if required to alter the Contract Price.

SECTION 2.3: CONTRACT TIME

2.3.1 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and Final Completion and readiness for final payment as stated in the Contract Documents are of the essence.

2.3.2 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be required to have reached Substantial Completion within 180 calendar days after the issuance of the Notice to Proceed, and completed and ready for final payment in accordance with the Contract Documents within 210 calendar days after the date when the Contract Time commences to run. The Contract Time will be extended 30 calendar days for each Additive Alternative accepted by the Owner.

SECTION 2.4: CONTRACT ROLES AND RESPONSIBILITIES

The Owner and the Contractor may alter or amend the individuals named herein, or name additional representatives, by promptly providing written notice to the other party of any changes.

The following individuals shall have the responsibilities set forth in the Contract Documents for their respective roles:

2.4.1 Contract Administrator:

Name: Terry Atchley, City Manager
Agency/Company: City of Wauchula
126 South 7th Avenue
Wauchula, FL 33873
(863) 773-0773

2.4.2 Engineer of Record:

Name: John Seals, PE
Agency/Company: Kimley-Horn and Associates, Inc.
655 North Franklin Street, Suite 150
Tampa, FL 33602
(813) 635-5525

- 2.4.3 Grant Administrator:
Name: [IF APPLICABLE]
Agency/Company: [IF APPLICABLE]

- 2.4.4 Contractor's Representative:
Name: [TO BE COMPLETED BY OWNER PRIOR TO EXECUTION]
Agency/Company: [TO BE COMPLETED BY OWNER PRIOR TO EXECUTION]

- 2.4.5 Contractor's Supervisor:
Name: [TO BE COMPLETED BY OWNER PRIOR TO EXECUTION]
Agency/Company: [TO BE COMPLETED BY OWNER PRIOR TO EXECUTION]

SECTION 2.5: CONTRACT DOCUMENTS

2.5.1 Contents

- A. The following shall comprise the Contract Documents. The Owner shall generally consider this order of precedence in resolving any conflicts, errors or discrepancies:
 - 1. Executed Amendments, Change Orders and Work Change Directives
 - 2. This executed Agreement
 - 3. Addenda to the Bid Documents
 - 4. Supplemental Conditions
 - 5. Terms and Conditions, including the following Exhibits and Attachments thereto
 - 6. Notice of Award
 - 7. Notice to Proceed
 - 8. Payment Bond and Performance Bond
 - 9. Owner issued Purchase Orders
 - 10. Owner's Technical Specifications, Drawings, Plans, Exhibits and Attachments
 - 11. Contractor's Bid in response to the Invitation for Bid, including the Bid Form

- B. The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings. The Contractor shall perform any Work that may reasonably be inferred from the Contract as being required, whether or

not it is specifically called for, at no additional cost to the Owner. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

- C. By signing the Agreement, the Contractor represents that it has carefully examined the Contract Documents and agrees to perform the Work in accordance with the Contract Documents, as may be amended from time to time.

SECTION 2.6: NOTICES AND CORRESPONDENCE

2.6.1 Transmission Method

- A. All notices required or permitted under this Contract shall be in writing and shall be deemed received if sent by one of the following means: upon receipt if delivered by hand; one day after being sent by an express courier with a reliable system for tracking delivery; three days after being sent by certified or registered first class mail, postage prepaid and return receipt requested; or upon confirmed facsimile transmission provided that a copy shall be sent by another of the foregoing means.
- B. All notices shall be addressed by a party to the other party as indicated below. Either party may change its address from time to time upon prior written notice to the other specifying the effective date of the new address.

Owner
Attention: Terry Atchley, City Manager
Address: City of Wauchula
126 South 7th Avenue
Wauchula, FL 33873
(863) 773-0773

Contractor
Attention: [TO BE COMPLETED BY OWNER PRIOR TO EXECUTION]
Address: [TO BE COMPLETED BY OWNER PRIOR TO EXECUTION]

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate on the Effective Date first stated above.

OWNER

CONTRACTOR

By _____

By _____

Date _____

Date _____

(Corporate Seal)

(Corporate Seal)

Attest

Attest

[END OF SECTION]

3. TERMS AND CONDITIONS

SECTION 3.1: DEFINED TERMS

3.1.1 Definitions

- A. Words and terms defined in this section shall have the same meaning throughout all parts of the Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization. DIVISION 6: TECHNICAL SPECIFICATIONS may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in the Contract Documents, definitions set forth in DIVISION 6: TECHNICAL SPECIFICATIONS shall apply only within DIVISION 6: TECHNICAL SPECIFICATIONS.
1. Addendum/Addenda: A change or changes to the Solicitation issued in writing by the Owner and incorporated into the Solicitation and Contract Documents.
 2. Administrative Work: Actions primarily performed in an office environment and associated with preparing to perform or administer the Work including, but not limited to, preparing Work schedules, obtaining bonds, executing Contracts, securing resources and other actions specified in the Bid Documents, or otherwise prudent to ensure a timely, safe and otherwise compliant start and performance of Field Work. Administrative Work is not performed at the Work Location.
 3. Application for Payment: A document seeking payment to Contractor from Owner for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Contractor name and address, a description of the product(s) or service(s) rendered, a valid Owner PO number, the amount payable, the payee name and address, any associated forms and any other supporting documentation required by the Contract Documents.
 4. Approved Schedule: The approved progress schedule for performance of the Work approved by the Owner or the Owner's Representative, as most recently amended.
 5. Bid Documents/Bidding Documents: The documents titled Instructions to Bidders, the Invitation for Bid, the Bid Form, all sample forms to be included in the Bidder's Bid, the sample Contract Documents, including Technical Specifications and forms included to provide the Bidder with a complete understanding of the Work requirements, excluding any technical data or test results that are provided as additional information regarding Work Location conditions.
 6. Bid or Proposal: The document, including all forms and information, describing the Bidder's offer and submitted in response to this Invitation for Bids. Bid and Proposal shall be considered synonymous for the purpose of this Contract.
 7. Bid Price: The total dollar amount of the Bidder's offer including, but not limited to, all labor, materials, overheads, profits, other expense, and any and all other cost items incurred by the Bidder in successfully performing the Work in accordance with the Contract Documents.

8. Bidder: The respondent to this Solicitation.
9. Bond: A financial mechanism to guarantee a contractual obligation.
10. Change Order: A written order issued by the Owner after execution of the Contract to the Contractor, as may be recommended by the Engineer, signed by the Owner and authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. An executed Change Order resolves all issues related to price and time for the work included in the Change Order.
11. Contract: The Agreement for the Work executed by the Owner and Contractor as included in these Contract Documents.
12. Contract Administrator: The individual assigned by Owner, who is an employee of the Owner, to have authority over the Contract, including the authority to negotiate all elements of the Contract with the Contractor, authorize Change Orders within the maximum amount awarded, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of the Owner in all matters regarding the Contract. The Contract Administrator may authorize an Engineer and/or other Owner's Representative in writing to make minor changes to Field Work with the intent of preventing Work disruption.
13. Contract Documents: Contract Documents means the documents set forth in the executed Agreement form.
14. Contract Price: The total amount payable to the Contractor under the Contract, as set forth in the Agreement form, as most recently amended.
15. Contract Time: The number of calendar days or the period of time from when the written Notice to Proceed is issued to the Contractor to the date Contractor has agreed to complete the Work, as stated in the Agreement form, as most recently amended.
16. Contractor: The legal person, firm, corporation or any other entity or business relationship with whom the Owner has executed the Contract. Where the word "Contractor" is used it shall also include permitted successors and assigns.
17. Contractor Representative: The individual responsible for representing the Contractor in all activities concerning the fulfillment and administration of the Contract.
18. Contractor Supervisor: The individual employed or contracted by the Contractor to manage the Work on a day-to-day basis and ensure the Work is performed according to the Contract. The Contractor Supervisor may be authorized by the Contractor Representative to act on Contract matters. Such authorization shall be in writing and delivered to the Engineer and shall clearly state the limitations of any such authorization. In the event that the Contractor Supervisor and the Contractor

Representative is the same person, the Contractor shall notify the Engineer of such situation.

19. Defect or Defective: When used to modify the "Work," whether in lowercase or uppercase, Work that fails to meet the requirements of any required test, inspection or approval, and any Work that meets the requirements of any test or approval, but nevertheless does not meet the requirements of the Contract Documents.
20. Engineer: The individual assigned by the Owner (either an employee or a third party), who is a licensed professional engineer in the State of Florida, to provide engineering, design review, and/or construction management including, but not limited to, overseeing and resolving engineering/design issues with the Engineer for the Work, and conveying the Owner's instructions to the Contractor.

The Engineer's authority includes interpreting the technical portion of the Contract Documents, deciding on matters relating to the execution and progress of the Work and evaluating the Contractor's performance. The Engineer may stop the Work when deemed necessary by the Owner. The Engineer will receive and adjudicate any claim of ambiguity or error in the technical portion of the Contract Documents and shall reduce any determination to writing, and shall make a recommendation to the Owner. The Engineer is not a party to the Contract. The Engineer has no authority to approve changes to the Contract Price or Contract Time, or to commit the Owner to any expenditure of money except as expressly designated in writing by the Contract Administrator.

21. Environmental Requirements: All laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Work Location is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the Owner, the Work Location, or the use of the Work Location, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials (as defined in this Contract) into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).
22. Equal Item: Item a Bidder chooses to offer in place of offering the brand name or manufacturer's item specified on the Bid Document when the Bid Document clearly states that the Bidder may offer such an item.
23. Ex Parte Communication: Any communication pertaining to this Solicitation between a Bidder or protester (or their respective employees, agents, or representatives, or someone otherwise acting on behalf of Bidder) and the Owner (its members, employees, agents, and representatives other than the designated

Owner representatives in the Solicitation), during the Solicitation period through the Contract Award, and/or from the initiation of a protest through Contract Award or through protest resolution.

24. Field Order: An order given by the Owner's Representative, in writing or orally, to direct progress of the Work. A Field Order may authorize only minor variations to the Work as needed to ensure progress, and does not authorize the Contractor to incur additional costs, change the Contract Price or Contract Time.
25. Field Work: Actions associated with meeting the requirements of the Contract other than Administrative Work. Field Work is primarily performed at the Work Location.
26. Final Acceptance: The Owner's written notice to the Contractor that all Work as specified in the Contract has been completed to the Owner's satisfaction. Approval or recognition of the Contractor meeting a milestone or interim step does not constitute Final Acceptance of the Work. Final Acceptance is only applicable to the entirety of Work as specified in the Contract. Final Acceptance does not in any way limit the Owner's rights under the Contract or applicable laws, rules and regulations.
27. Final Completion: The point in time after which the Owner has accepted the Work, in accordance with DIVISION 3: TERMS AND CONDITIONS and the Contractor has fulfilled all requirements of the Contract Documents.
28. Hazardous Materials: Any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. '9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. '6901 et. seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. '2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Licensed Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Licensed Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Licensed Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Licensed Property or adjacent property; or (C) which, if it emanated or migrated from the Licensed Property, could constitute a trespass.
29. Holidays: The following days: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

30. Instructions to Bidders: The division of the Bid Documents labeled Instructions to Bidders.
31. Inspector: The individual(s) or company(ies) designated by the Contract Administrator to inspect and test the Contractor's performance and Contract compliance including materials, workmanship, safety, environmental compliance, project controls, administration and accounting, and other aspects of Contract compliance. The Inspector has no authority to approve changes to the Work, the Contract Price or Contract Time, or to commit the Owner to any expenditure of money except as expressly designated in writing by the Contract Administrator. The Inspector may or may not be the same individual as the Engineer. The Contract Administrator may give the Engineer authority to appoint an Inspector.
32. Notice of Award: The issuance of a Notice of Award by the Owner to the successful Bidder notifying the Contractor that they have been authorized by the Owner to perform the work. A Notice of Award shall not be considered a Notice to Proceed.
33. Notice to Proceed: The written notice duly authorized and delivered by the Owner that authorizes the Contractor to begin Field Work. When indicated by the Owner, a PO may also serve as a Notice to Proceed.
34. Owner: The City of Wauchula.
35. Owner's Representative: The Engineer, Inspector, and other persons designated by the Contract Administrator as the Owner's Representative acting in a capacity related to the Work or Contract under the authority of the Contract Administrator.
36. Overtime: Work approved in writing by the Contract Administrator that is required to be performed beyond an employee's scheduled workday or work week, including Work performed on Holidays.
37. Payment Bond: The statutory Performance Bond contemplated by Section 255.05, Florida Statutes.
38. Performance Bond: The statutory Payment Bond contemplated by Section 255.05, Florida Statutes.
39. Preconstruction Meeting: A meeting conducted after Award and prior to the start of any Field Work between the Owner and the Contractor. The purpose of the meeting may include, but is not limited to orientation, schedule, certification and permitting, and other preparatory or Work execution details.
40. Purchase Order (PO): A Work authorization document issued by the Owner with the words "Purchase Order" clearly marked across the top, a PO number used for reference shown on the front, a description of the Work or a listing of the applicable Contract Documents, an authorized Owner signature and stating the amount of lawfully authorized funds.

41. Quality Assurance: Actions that the Owner takes to assess the Contractor's performance under the Contract.
42. Quality Control: Actions that the Contractor takes to ensure it successfully completes the Work in full accordance with the Contract Documents.
43. Resident Project Representative (RPR): An employee or agent of the Engineer at the Work Location, acting as directed by and under the Engineer. The RPR's authority for this Contract is set forth in DIVISION 3: TERMS AND CONDITIONS.
44. Shop Drawings: Drawings, electronic and hard copy, that detail the fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, catalogs and brochures; performance and test data; wiring and control diagrams; all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and method of construction as may be required to show the Engineer that the proposed materials, equipment or systems and the position thereof are in compliance with the requirements of the Contract Documents.
45. Site: The Work Location.
46. Solicitation: The Invitation for Bids (which may be electronic) issued by the Owner, or by a third-party on behalf of the Owner, to solicit Bids or Proposals from Bidders that includes the Bid Documents.
47. Specifications: The provisions contained in the Technical Specifications.
48. Subcontractor: A provider of services or materials performing Work under contract for the Contractor.
49. Substantial Completion: The time when the Owner's Engineer determines that the Work (or a specified part thereof) is sufficiently complete to be utilized for the purposes for which it is intended or ready for the Owner or other contractors to perform subsequent portions of the Work necessary for Final Completion as stated in the Contract Documents. Recognition of the Work as Substantially Complete, as evidenced by issuance of a Certificate of Substantial Completion, does not represent the Owner's Final Acceptance of the Work.
50. Term: The period of time during which the Contract is in force, from formal Notice of Award to Final Completion, or termination. In some cases, and as expressly stated, some of the Contract requirements may extend beyond the Term of the Contract.
51. Technical Specifications: The division of the Contract Documents collectively labeled as the Technical Specifications, including any exhibits and attachments thereto. Technical Specifications have been prepared by the Owner or a third-party.

52. Unit Prices: The Bidder's charges, rounded to the nearest cent, to the Owner for the performance of each respective unit of Work as defined on the Bid Form for all items required for successfully performing the Work through Final Acceptance.
53. Work: Work includes the scope set forth in the Contract Documents together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.
54. Work Change Directive: Written authorization recommended by the Engineer and signed by the Owner and issued to the Contractor after the Contract Effective Date recommending an addition, deletion or revision in the Work. A Work Change Directive shall not change the Contract Price or Contract Time, but shall be evidence that the parties expect the change ordered or documented to be incorporated into a subsequent Change Order.
55. Work Location: The place or places where the Work is performed, excluding the properties of the Contractor and/or the Subcontractor(s).

SECTION 3.2: PRELIMINARY MATTERS

3.2.1 Payment Bond and Performance Bond

- A. Within five (5) business days of receipt of Contract Documents, the Contractor shall furnish a Payment Bond and a Performance Bond in an amount equal to one-hundred percent (100%) of the amount of the Contract Price, made out to the Owner in forms and formats approved by the Owner, as security for the faithful performance of the Work of Contract, in accordance with Florida Statutes, Section 255.05. In no case shall the date on the bonds form be prior to that of the executed Contract. The surety must be authorized and licensed to transact business in Florida.
- B. A fully executed Payment Bond and Performance Bond must be recorded with the Clerk of Hardee County Court and delivered to the Owner before Work may commence. If the Contractor fails or refuses to furnish or record the required bonds, the Owner will retain the Contractor's Bid Security as liquidated damages.

3.2.2 Liquidated Damages

- A. If the Contractor fails to Substantially Complete the Work on or before the substantial completion date set forth in the Contract Documents, the Contractor shall pay the Owner the sum of \$250.00 per day for each and every calendar day, including Sundays and Holidays, starting on the contracted substantial completion date and continuing until the date that the Work is Substantially Completed.
- B. Following Substantial Completion, if the Contractor fails to complete any remaining Work within the Contract Time, the Contractor shall pay the Owner \$250.00 per day for

each and every calendar day, including Sundays and Holidays, starting on the contracted final completion date and continuing until the date that the Work is completed.

- C. The Contractor understands and agrees that said daily sum is to be paid not as a penalty, but as compensation to the Owner as fixed and reasonable liquidated damages for losses that the Owner will suffer because of such default, whether through increased administrative and engineering costs, interference with the Owner's normal operations, other tangible and intangible costs, or otherwise, which costs are otherwise impossible or impractical to measure or ascertain with any reasonable specificity.
- D. Liquidated damages may, at the Owner's sole discretion, be deducted from any monies held by the Owner that are otherwise payable to Contractor.
- E. The Contractor's responsibility for liquidated damages shall in no way relieve the Contractor of any other obligations under the Contract.

3.2.3 Preconstruction and Progress Meetings

- A. Before starting field work, a preconstruction meeting will be held to: review the work; to review the work schedule; to establish procedures for submitting items including but not limited to applications for payment, the schedule of submittals, approving the applications for payment, and making payments; and, to establish a working relationship between the Owner and the Contractor.
- B. The Preconstruction Meeting shall be attended by, but not limited to, the Owner, the Engineer, the Contractor Representative and the Contractor Supervisor. The Contract Administrator will notify the Contractor in writing of the meeting time and location at least two (2) days prior to the meeting date.
- C. Construction progress meetings will be held at a frequency determined by the Owner, but shall not be more often than once per week. Such meeting(s) shall be attended by, but not limited to, the Owner, the Engineer, and the Contractor's Supervisor.

3.2.4 Contractor Review of Project Requirements

- A. The Contractor shall review the Work requirements and specifications prior to commencing Work. The Contractor shall immediately notify the Engineer in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. The Owner will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order, as appropriate if the Owner is in agreement with the alleged conflict, and issue revised specifications. Any Work the Contractor performs prior to receipt of approved Change Order or Purchase Order will be at the Contractor's sole risk and will not be reimbursed.

3.2.5 Contractor's Documents at the Work Location

- A. The Contractor shall maintain at the Work Location for the Owner one record copy of all Contract Documents in good order and marked currently to record all Addenda and changes made during the Contract Term. The Contractor shall include copies of all Change Orders, Work Change Directives, Field Orders, and other written clarifications or interpretations with these record documents. These shall be available to the Owner's Representatives and shall be delivered to the Engineer upon completion of the Work or at the request of the Engineer. The Owner and the Owner's Representatives may use such documents in reviewing the Contractor's final Application for Payment.
- B. The Contractor shall also maintain detailed records of the Work for its own files. The Contractor shall make these records available to the Owner for inspection upon request. The Contractor shall maintain such records for five years after the final completion date.
- C. FDOT Right of Inspection: Contractors and subcontractors are required to permit, the Department's authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.

3.2.6 Contractor's Field Office

- A. The Contractor shall provide its own office facilities at the Work Location, as required. Unless specifically listed herein, the Owner provides no Work Location facilities or Work Location area for the Contractor facilities of any kind such as field office and material storage. If the Contractor establishes a Work Location-based office, the Contractor shall provide and maintain adequate telephone facilities at this office during the full Term of the Contract. If the Contractor has a local business office, this office may serve as a Work Location office for this Contract, but the Contractor must maintain an operational cellular phone at the Work Location while performing Work.

3.2.7 Commercial Activities on the Work Location

- A. The Contractor shall not establish any commercial activities, or issue concessions or permits of any kind to third parties to establish commercial activities on lands owned or controlled by the Owner, or within the boundaries of the Work Location. The Contractor shall not allow its employees to engage in any commercial activities on the Work Location.

3.2.8 Compliance with Referenced Specifications

- A. All Work, materials, systems or operations specified by reference to standard trade specifications or to manufacturer's published specifications shall comply with the requirements of the referenced specifications, except as modified by the requirements of this Contract. The referenced specification used shall be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In case of a conflict, the specifications that contain the more stringent requirements will govern.
- B. The contractor shall comply and require its subcontractors to comply with all terms and

conditions of the State Funded Grant Agreement between the City of Wauchula and the Florida Department of Transportation as well as all federal, state, and local laws and regulations applicable to this Project.

3.2.9 Licenses

- A. The Contractor shall comply with all licensing and/or certification requirements pursuant to applicable laws, rules and regulations. The Contractor shall secure all licenses/prequalification approvals as required for the performance of the Work and shall pay all fees associated with securing them. The Contractor shall produce written evidence of licenses/prequalification approvals and other certifications immediately upon request from the Owner.

3.2.10 Limitation of Accuracy of Informational Materials

- A. For all drawings, test results, inspections, and other informational materials included as part of the Contract Documents, the Contractor understands and agrees that any existing facilities shown, including underground, overhead, and surface structures, and other delineations, and any other informational items provided as part of the Contract Documents are for reference only and are not to be used by the Contractor as the only indication of Work conditions.
- B. Unless otherwise stated, the data furnished by the Owner or the Engineer to the Contractor, or by the Contractor to the Owner or the Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

3.2.11 Permits

- A. The Contractor shall secure, maintain, post as required, and pay for all building, plumbing, electrical, right-of-way, parking, roadway, railroad, shipping, freight, hazardous materials, and all other permits required for performance of the Work in full compliance with all applicable laws, rules and regulations. The Contractor shall perform all actions necessary to identify where permits are to be obtained and properly file for the permits.
- B. The Contractor shall comply with all conditions of permits issued for the Work, either directly or indirectly, issued by federal, state, or local governmental agencies, which are hereby incorporated as part of these Contract Documents. The Contractor shall be solely responsible for resolving any issues and bearing all expenses including any damages suffered by the Owner that result from a finding of noncompliance during performance of the Work by any of the respective regulatory agencies including, but not limited to, all costs for delays, litigation, fines, fees of any kind, and other costs.

3.2.12 Work Information

- A. In the event the Contractor requires additional information regarding the scope, technical specifications, Work Locations, personnel requirements, or other information pertinent to the Work or Contract, the Contractor shall request such information or clarifications from the Engineer in writing. Within the bounds of the Engineer's authority, the Engineer may provide the requested information to the Contractor.

3.2.1 Engineer's RPR Status During Construction

- A. The RPR shall have the responsibilities set forth herein for this Contract.
- B. Review the progress schedule, schedule of Shop Drawings, and Sample Submittals and Schedule of Values prepared by the Contractor and consult with the Engineer concerning acceptability.
- C. Attend conferences and meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- D. Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents. Assist the Engineer in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations. Assist in obtaining additional details or information from the Owner, when required for proper execution of the Work.
- E. Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations issued by the Engineer.
- F. Record the date of receipt of Samples and approved Shop Drawings. Receive Samples which are furnished at the Site by the Contractor. Notify the Engineer of availability of Samples for examination. Notify the Engineer and the Owner if work is begun without reviewed shop drawings.
- G. Consider and evaluate the Contractor's suggestions for modifications in the Drawings or Specifications and report such suggestions together with RPR's recommendations to the Engineer. Transmit in writing to the Contractor decisions as issued by Engineer.
- H. Review of Work and Defective Work:
 - 1. Conduct on-site observations of the Contractor's work in progress to assist the Engineer in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - 2. Report to the Engineer whenever RPR believes that any part of the Contractor's work does not conform to the Contract Documents or will imperil the integrity of the Work as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; advise the Engineer of that part of work in progress that RPR believes should be

corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- I. Inspections, Tests and System Startups:
 - 1. Verify that tests, equipment and system start-ups and operating and maintenance training are conducted in the presence of appropriate the Owner's personnel and that the Contractor maintains adequate records thereof.
 - 2. Observe, record, and report to the Engineer appropriate details relative to the test procedures and system start-ups.
- J. Record names, addresses, fax numbers, e-mail addresses, website locations, and telephone numbers of all the Contractors, Subcontractors and materials and equipment Suppliers. Maintain records for use in preparing Work documentation.
- K. Reports:
 - 1. Furnish to the Engineer periodic reports as required of progress of the Work and of the Contractor's compliance with the Progress Schedule and Schedule of Shop Drawings and Sample Submittals.
 - 2. Draft and recommend to the Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from the Contractor.
 - 3. Immediately notify the Engineer of the occurrence of any Site accidents, emergency, acts of God endangering the Work, damage to property, or discovery of Hazardous Materials.
- L. Review Applications for Payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to the Engineer, noting particularity the relationship of the payment requested to the Schedule of Values, Work completed and materials and equipment delivered at the Site but not incorporated in the Work.
- M. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by the Contactor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to the Engineer for review and forwarding to the Owner prior to payment for that part of Work.
- N. Completion:
 - 1. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of list of items to be completed or corrected.

2. Participate in a final inspection in the company of the Engineer, the Owner and the Contractor and prepare a final list of items to be completed and deficiencies remedied.
 3. Observe whether all items on final list have been completed or corrected and make recommendations to the Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.
- O. Limitations of the RPR's Authority: The RPR shall not:
1. Authorize any deviation from the Contract Documents or substitute of material or equipment (including "or-equal" items).
 2. Exceed limitations of the Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of the Contractor, the Subcontractors, the Suppliers or the Contractor's Superintendent.
 4. Advise on, issue directions regarding, or assume control over safety practices precautions, and programs in connection with the activities or operations of the Owner or the Contractor.
 5. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by the Engineer.
 6. Accept Shop Drawings or Sample submittals from anyone other than the Contractor.
 7. Authorize the Owner to occupy the Project in whole or in part.
 8. Advise on issue directions, or assume control over means, methods, techniques, sequences, or procedures for the Contractor's Work.

3.2.2 Conflict of Interest

- A. No member, officer or employee of the City during his/her tenure or for one (1) year after shall have any interest, direct or indirect, in this contract or proceeds thereof. The Contractor shall also include this statement in all subcontracts for this work.

SECTION 3.3: SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE

3.3.1 Acceptance of Work - After Receipt, Inspection, Usage and Testing

- A. The Contract Administrator will make the determination when Work is completed and there is Final Acceptance by the Owner, with consideration to the Engineer's and the Inspector's recommendations.

- B. Final Acceptance will be made by the Owner only in writing, and after adequate time to ensure the Work is performed in accordance with Contract Documents in accordance with Florida Statutes, Section 255.077. The Owner will reject any items delivered by the Contractor that are not in accordance with the Contract, and shall not be deemed to have accepted any items until the Owner has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defects in the work have become apparent.
- C. The Owner may partially accept the Work. If the Owner elects to accept nonconforming items, it may in addition to other remedies, be entitled to deduct a reasonable amount from the price as compensation for the nonconformity. Nonconforming items that do not meet FDOT minimum requirements for acceptance will not be accepted by the Owner. Any Final Acceptance by the Owner, even if nonconditional, shall not be deemed a waiver, or settlement or acceptance of any Defect.

3.3.2 Substantial Completion

- A. The Contractor shall notify the Owner in writing when a portion of the Work is ready for Substantial Completion and can be utilized for the purposes for which it was intended. The Contractor shall identify any deficiencies in the Work. Owner will inspect the Work and will give the Contractor written notice of either acceptance of that portion of the Work or additional deficiencies. The Contractor shall correct all deficiencies prior to Substantial Completion of the Work.
- B. Whenever any portion of the Work is substantially complete and can be utilized for the purpose for which it was intended, the Owner may use it. Such use shall not be held in any way as a Final Acceptance of the Work or as a waiver of any provisions of the Contract.
- C. Upon determination that the Work meets the requirements for Substantial Completion, the Owner will issue a Certificate of Substantial Completion.

SECTION 3.4: PRICE & PAYMENTS

3.4.1 Application for Payment and Payment Terms

- A. The Contractor shall submit to the Engineer or the Engineer's RPR all Applications for Payment using the prescribed forms included in the Contract Documents and in accordance with the payment method agreed upon in these Contract Documents. The Owner will pay the Contractor the amount requested less any authorized deductions or retainage set forth in the Contract Documents within thirty (30) days after receipt of an acceptable Application for Payment from the Contractor subject to the provisions stated below.
- B. The Owner may reject any Application for Payment within twenty (20) calendar days after receipt. The Owner will return the Application for Payment to the Contractor stating the reasons for rejection. Upon receipt of an acceptable revised Application for

Payment, the Owner will pay the Contractor the revised amount within ten (10) calendar days.

- C. The Owner may withhold payment if the Contractor is in violation of any conditions or terms of the Contract Documents.
- D. The Application for Payment may be subject to the review of the Owner's Representative for purposes of determining compliance with the DIVISION 4: SUPPLEMENTAL CONDITIONS.

3.4.2 Retainage

- A. As additional security for the proper performance of the Work, the Owner may deduct ten percent (10%) retainage, or such other amount allowable pursuant to State of Florida law, from the amount stipulated in the Invoice or Application for Payment and accepted by the Owner as eligible for payment. In accordance with Florida Statutes, after completion of fifty percent (50%) of the Work, the Contractor may request a reduction in retainage to five percent (5%). For the purposes of this section, "completion of fifty percent (50%) of the Work" shall be defined as the point at which fifty percent (50%) of the total cost of the Work, as defined, and inclusive of authorized Change Orders, has been expended by the Owner.
- B. In the case of early termination of the Contract, all payments made by the Owner against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Contractor. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Contractor, the Contractor shall refund the excess amount to the Owner within ten (10) calendar days of determination or written notice.

3.4.3 Payment Method - Progress Payments and Schedule of Values

- A. For the purposes of this Contract, the Contractor shall refer to the DIVISION 6: TECHNICAL SPECIFICATIONS.

3.4.4 Final Application for Payment

- A. After the Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up as-built record documents and other documents, the Contractor shall complete and submit to the Owner the final Application for Payment with consent of surety for final payment as notice that the Work, including the correction of all deficiencies, is complete. By submitting the final Application for Payment, the Contractor certifies the following:
 - 1. That the Work has been satisfactorily completed;

2. That no liens have attached against the property and improvements of the Owner;
 3. That no notice of intention to claim liens are outstanding;
 4. That no suits are pending by reason of the Work;
 5. That all workers' compensation claims known to the Contractor have been reported to the Owner;
 6. That the surety provides a release; and
 7. That no public liability claims are pending.
- B. Within ten (10) calendar days of receipt of the Contractor's final Application for Payment, the Engineer shall review the final Application for Payment and make a recommendation to the Owner. The Owner shall make final payment to the Contractor in accordance with the Application for Payment provisions of the Contract.

3.4.5 Prompt Payment to Subcontractors and Suppliers

- A. When the Contractor receives payment from the Owner for labor, services or materials furnished by Subcontractors and Suppliers that are hired by the Contractor, the Contractor shall remit payment due (less proper retainage) to those Subcontractors and Suppliers within fifteen (15) calendar days after the Contractor's receipt of payment from the Owner and obtain a Release of Lien for each payment made. Nothing herein shall prohibit the Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its Subcontractors and Suppliers. In the event of such dispute, the Contractor may withhold the disputed portion of any such payment only after the Contractor has provided written notice to the Owner and to the Subcontractor and Supplier whose payment is in dispute, stating the amount in dispute and specifically describing the actions required to cure the dispute. The Contractor shall deliver such notice to the Owner and to the said Subcontractor or Supplier within ten (10) calendar days following the Contractor's receipt of payment from the Owner. The Contractor shall pay all undisputed amounts due within the time frames specified herein.
- B. The Contractor shall submit a Release of Lien for the prior month's payment included in any Application for Payment.
- C. The prompt payment requirements herein shall, in no way, create any contractual relationship or obligation between the Owner and any Subcontractor, Supplier, or any third-party, nor create any Owner liability for the Contractor's failure to make timely payments as required. The Contractor's failure to comply with the prompt payment requirements, however, shall constitute a material breach of its contractual obligations to the Owner.

3.4.6 Taxes

- A. The Contractor shall include the cost of all applicable State and Local Sales Taxes in the submitted Bid Price. The Owner reserves the right to directly purchase any materials or equipment to reduce project costs due to State and Local Sales Taxes. A deductive Change Order will be drafted to remove any Owner Direct Purchases from the Contract.
- B. The Contractor shall be responsible for the payment of any applicable State and Local taxes relating to the purchase of equipment and materials required for the completion of this project.

3.4.7 Allowances

- A. When the Contract Documents indicate that the Owner has provided the Contractor with an allowance for specified portions of the Work, the Contractor shall provide such Work in a manner acceptable to the Owner.
- B. Allowance items shall include all costs to the Contractor (less any applicable trade discounts), including all applicable taxes, costs for unloading and handling materials and equipment at the Site, labor, installation, overload, profit, and other expenses set forth in the Contract Documents as part of the allowances.

SECTION 3.5: INSURANCE & INDEMNITIES

3.5.1 Environmental Indemnity

- A. The Contractor shall hold harmless, indemnify, and defend the Owner and the Engineer, including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (the "Indemnified Parties") and will reimburse the Indemnified Parties from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the Contractor's, including, but not limited to, its agents, affiliates or assigns ("Parties"), actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Contractor's or other Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this contract by the Contractor or any Party at any time on or after the effective date of the contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Contractor or any Party. The Owner will be entitled to control any remedial action or any proceeding relating to an environmental claim. This indemnification agreement is separate and

apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to indemnification shall survive the Term of this Contract, and any holdover and/or Contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract.

3.5.2 Indemnification

- A. To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Owner's sovereign immunity.

To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness or intentional wrongful conduct of the contractor and persons employed or utilized by the contractor in the performance of the Agreement.

3.5.3 Insurance Requirements

- A. Before starting and for four years beyond Final Acceptance of the Work, and without limiting its liability under the Contract, the Contractor shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

Schedule	Amount
<u>Workers' Compensation</u> Florida Statutory Coverage and Employer's Liability (including appropriate Federal Acts)	Statutory Limits (Workers' Compensation) As required by law (Employer's Liability)
<u>Contractor's General Liability</u> Completed Operations and Products Liability Property damage and bodily injury	\$1,000,000/occurrence, \$5,000,000 annual aggregate
<u>Personal Injury Liability</u> Property Damage Liability insurance will provide Explosion, Collapse and Underground Hazards (XCU Coverage) as appropriate	

Automobile Liability

Bodily Injury	\$200,000/person, \$400,000/accident
Property Damage	\$400,000/accident

Contractual Liability

Bodily Injury	\$500,000/accident
Property Damage	\$1,000,000 annual aggregate

Builder's Risk Insurance

Amount to be determined by Owner

- B. The Contractor's General Liability policies shall be effective for four (4) years after the Work is complete. The above Indemnification provision is separate and is not limited by the type of insurance or insurance amounts stated above.
- C. The Contractor shall specify the Owner, the Engineer, and the Florida Department of Transportation as additional insureds for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by the Owner. The policies shall acknowledge coverage for the indemnification provided herein, and Contractor agrees to waive subrogation against the City or its insurers, officers, agents and employees, and Contractor shall obtain an endorsement from its insurer(s) to waive subrogation against the City or its insurers, officers, agents and employees.
- D. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the Owner. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to the Owner for approval. Such policy or policies shall be without any deductible amount and shall be issued by approved companies rated at not less than AM Best A and authorized to do business in the State of Florida.
- E. The Contractor's and its Subcontractors' Certificates of Insurance shall be mailed to the Owner at City of Wauchula, 126 South 7th Avenue, Wauchula, FL 33873.
- F. The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by the Owner.
- G. Any subcontractors of the Contractor shall procure and maintain the insurance required of the Contractor hereunder during the life of the subcontract. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by the Contractor.

3.5.4 Title and Risk of Loss

- A. Ownership, risks of damage to or loss of the Work shall pass to the Owner upon Final Acceptance of the work. The Contractor shall assume all risk of loss or damage to the

Work while items are in transit and/or in the Contractor's custody until such time that the Owner issues written notice of Final Acceptance of the Work.

SECTION 3.6: GENERAL PERFORMANCE OF WORK

3.6.1 Care of Property Owners

- A. The Contractor agrees to provide excellent customer service throughout the execution of the Work during both scheduled Work hours and Overtime in the manner, as a minimum, as set forth below:
 - 1. The Contractor shall notify the affected property owners prior to any planned outages, line flushing, valve simulations and driveway construction. The notification will be produced by the Contractor and approved by the Owner's Representative.
 - 2. Within one (1) business day of receiving a concern from a property owner regarding the Work, the Contractor shall notify the Engineer in writing of each customer concern reported directly to the Contractor's personnel. Such notification shall include, as a minimum: the Contractor's name, date and time the concern was communicated to the Contractor, the name, address and phone numbers for the affected party, the nature of their concern and any action that was taken or any action currently underway to resolve the concern.

3.6.2 Workmanship

- A. The Contractor shall perform all Work in a safe, workmanlike and professional manner, and so as to render a neat and uniform appearance. The Contractor shall handle all material in such a way as to preserve its finish and protective coatings from damage. General arrangement shall be satisfactory to the Engineer.

3.6.3 Work Location Cleanliness

- A. The Contractor shall, at all times, keep the Work Location free from an accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, the Contractor shall remove all waste materials and any rubbish from and about the project, as well as any tools, construction equipment, machinery and surplus materials, in accordance with applicable laws, rules and regulations. If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided elsewhere in the Contract and charge the cost thereof to the Contractor.

3.6.4 Surveying

- A. Unless specifically stated in the Contract Documents as being provided by the Owner, the Contractor shall be responsible for all surveying necessary to commence and perform this Work. The Contractor shall employ a land surveyor registered in the State of Florida to reference and restore all property corners and/or monuments that may have been disturbed and to ensure accurate horizontal and vertical control during the construction of this project and for staking locations for new structures. Height and spacing of stakes are to be as specified elsewhere herein or as directed by the Engineer.

- B. All Work shall be done to the lines, grades and elevations shown on the drawings. Any Work improperly located may be ordered removed and replaced at the Contractor's expense. The Contractor shall be responsible for making its own determination of water table variations and shall not assume that any water levels shown by the aforesaid boring data will necessarily be maintained at the level indicated. The Contractor shall investigate the conditions above or below the surface of the ground as it may deem necessary for the proper and timely performance of its Work including, but not limited to, the making of borings.

3.6.5 Millings

- A. The Contractor is responsible for transporting and delivering all millings generated from the Work to the Owner's Public Work's Facility located at 1108 East Main Street, Wauchula, FL 33873.

SECTION 3.7: SCHEDULES

3.7.1 Preliminary Schedules

- A. Within ten (10) calendar days following the Effective Date of the Agreement, the Contractor shall submit to the Engineer the following items:
 - 1. Preliminary Progress Schedule stating days or dates for starting and completing the various stages of the Work in an orderly manner within the Contract Times, indicating any milestones specified in the Contract.
 - 2. Preliminary Schedule of Submittals, showing a reasonable schedule for reviewing and processing required submittals
 - 3. Preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and reasonably subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Prices shall include all overhead and profit.
 - 4. Preliminary Schedule of Progress Payments (Draw Schedule).
- B. No later than ten (10) calendar days prior to the date for the submittal of the first Application for Payment, the Contractor and the Engineer shall meet to review the acceptability of the Progress Schedule, the Schedule of Submittals and the Schedule of Values. The Contractor shall have an additional ten (10) calendar days following such meeting to make any adjustments and to resubmit the schedules.
- C. The Engineer's approval of any of the Schedules shall not relieve the Contractor of its sole responsibility for the Progress Schedule, the sequence and scheduling of Work, and the progress of the Work.
- D. No progress payments shall be made to the Contractor until the Engineer has approved the Schedules.

3.7.2 Work Days

- A. The work schedule is established on the basis of working five (5) days per week, eight (8) hours per day. The Owner may require the Contractor to base its schedule on an accelerated Work Schedule or multiple shifts. The Contractor shall not schedule work on Holidays without obtaining prior written approval from the Owner.
- B. The Contractor shall, at no additional cost to the Owner, increase or supplement its working force and equipment and perform the Work on an Overtime or multiple shift basis when directed by the Owner and upon notification that the Contractor is behind schedule. The Contractor shall submit a revised schedule in writing demonstrating the Contractor's schedule recovery plans.

- C. The Contractor understands and agrees that the rate of progress set forth in the Approved Schedule already allows for ordinary delays incident to the Work. No extension of the Contract Time will be made for ordinary delays, inclement weather (except as set forth in Section 19, "Force Majeure"), or accidents, and the occurrence of such events will not relieve the Contractor from the requirement of meeting the Approved Schedule.

3.7.3 Changes to the Progress Schedule

- A. The Contractor may submit proposed revisions to the Progress Schedule to the Engineer for review provided that they do not change the Contract Time, and the Engineer may adjust the Progress Schedule from time to time.
- B. Proposed changes to the Progress Schedule that change the Contract Time will only be made in accordance with Section 14, "Changes to Work." Adjustments to the Contract Time shall only be made via Change Order.
- C. The Contractor shall refer to the DIVISION 6: TECHNICAL SPECIFICATIONS for additional information regarding Progress Schedules.

SECTION 3.8: MATERIALS, TOOLS & EQUIPMENT

3.8.1 Temporary Utilities

- A. The Contractor shall furnish and install all temporary water, electricity and other utilities required to accomplish the Work. The Contractor shall obtain the water required for carrying out the Work from fire hydrants, existing water main connections, or new connections approved by the Owner. The Contractor shall install a back flow preventer and water meter assembly if construction water is necessary. Upon Substantial Completion of Work, the Contractor shall remove all evidence of temporary connections and lines.
- B. Prior to initiating any construction Work, the Contractor shall coordinate and schedule the provision of temporary utility service required during construction and arrange for the permanent installation and connection of utilities for the completed Work.

3.8.2 Material Delivery Locations

- A. The Contractor shall notify, in writing, the Owner of all planned material delivery/receiving locations. Such notification shall be prior to initiation of shipment. The Owner will provide the Contractor with specific written approval for each delivery/receipt location, which will not be unreasonably withheld.

3.8.3 Storage of Equipment

- A. The Contractor shall be responsible for all storage of materials, equipment, vehicles, tools, and all other items associated with the Work. Such storage shall comply with

applicable regulations appropriate for the items being stored to ensure suitable care for items and protection from theft, vandalism, or inappropriate use. The Contractor is solely responsible for the costs for such storage, unless otherwise indicated in the Contract Documents, and any costs associated with noncompliant storage including, but not limited to, loss and damage to items. In the event that the Owner directs the Contractor to stop the Work, costs associated with storing equipment or materials will be compensated in accordance with the provisions stated herein in Section 14, "Change in Work." The Contractor shall ensure that the Engineer has access to Work-related storage on an as needed basis during regular Work Hours and Overtime.

3.8.4 Contractor Laydown Area

- A. In the event the Contractor decides to utilize public or private property as a laydown area, the Contractor shall enter into a written agreement with the entity who owns the property. The Owner shall have access to all laydown areas. Upon submission of the Contractor's first Invoice or application for payment to the Owner, the Contractor shall provide the Owner with a copy of such signed written agreement. The Contractor shall submit to the Owner a letter of release from the entity in connection with Contractor's final Application for Payment to the Owner.

3.8.5 Substitutions

- A. Whenever materials or equipment are specified or described in the Contract by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required.
- B. Materials or equipment of other suppliers may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent or equal to that named.
- C. The Contractor shall make written application to the Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified.
- D. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice the Contractor's 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 Contract directly with the Owner for Work on the Contract) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fees, royalties, permits or any other costs.
- E. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service shall be indicated.

- F. The application shall also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Companies affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute.
- G. Requests for review of substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor.
- H. The Engineer may require the Contractor to furnish, at the Contractor's expense, additional data about the proposed substitute.
- I. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract, the Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Engineer, if the Contractor submits sufficient information to allow the Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract.
- J. The Engineer will be allowed a reasonable time within which to evaluate each proposed substitute; such time shall not be deemed justification for an extension of the Contractor's time for completion of the Contract.
- K. The Engineer will be the sole judge of acceptability, and no substitute shall be ordered, installed or utilized without the Engineer's prior written notice, which shall be evidenced by a Change Order.
- L. The Owner may require reimbursement for the cost associated with the Engineer's evaluation of substitutions.
- M. The Owner may require the Contractor to furnish, at the Contractor's expense, special performance guarantee bonds or other surety with respect to any substitution.

3.8.6 Disposition of Salvage Material

- A. All material to be removed from the Work Location, relocated or salvaged, shall be inspected by the Engineer immediately prior to removal, and the Engineer's decision as to the salvageability shall be final. Such material that can be salvaged, in the opinion of the Engineer, shall be stored at the Work Location on-site by the Contractor, as and where directed by the Engineer, or delivered to a location as directed. Under no circumstances may existing structures, plant or facilities be removed or demolished without obtaining prior written approval from the Contract Administrator.

3.8.7 Tools and Equipment

- A. All tools and equipment used in the performance of the Work shall be used as intended by the manufacturer and in accordance with manufacturer operating manuals and industry practices, whichever is more stringent. The Contractor shall ensure that all

tools and equipment used in the performance of the Work shall be of the size and quality suitable for safe and efficient performance of the Work. If the Contractor- provided tools and equipment do not meet these requirements, or if in the sole opinion of the Owner formed after considering relevant factors, the tools or equipment are inappropriate for performance of the Work, the Contractor agrees to remove the unacceptable tools and equipment and obtain tools and equipment the Owner considers suitable. Such replacement shall be entirely at the Contractor's expense, and no change to Contract Time will be allowed.

- B. The Contractor is responsible for furnishing the security of any and all tools and equipment required to perform the Work.

SECTION 3.9: SAFETY & SECURITY

3.9.1 Safety and Protection Precautions

- A. The Contractor shall comply with all applicable federal, state and local laws, ordinances, all Owner procedures and policies, and orders of any public body having jurisdiction for the safety of persons or protection of property. The Contractor understands and agrees that violation of any provision of this clause is grounds for immediate termination of the Contract and the Contractor is responsible for all Owner damages associated with such termination.
- B. The Contractor shall ensure that Subcontractors and their personnel have all the necessary personal protective equipment and training needed to perform the Work safely.
- C. The Contractor understands and agrees that it is responsible for paying all costs associated with providing a safe work environment including, but not limited to, maintenance of traffic in accordance with the technical specifications and any costs associated with any Owner directed safety improvements. The Contractor further understands and agrees that it is solely responsible for the safety of personnel and property associated with the Work, and that any actions taken by the Owner or the Owner's Representatives to prevent harm to persons or damage to equipment does not, in any way, relieve the Contractor of this responsibility.
- D. The Contractor's Representative, or alternatively, the Contractor's Supervisor, shall be designated as the Contractor's individual responsible for the prevention of accidents.
- E. The Contractor shall notify the police and fire departments as to its Work Location in order to ensure prompt response in an emergency.

3.9.2 Emergency Events

- A. In the event that a system-wide emergency arises during the Term of this Contract for which the Owner requires assistance from the Contractor including, but not limited to, severe storms, large-scale fires, floods, and terrorist attacks, the Contractor

acknowledges the importance of Owner infrastructure and agrees to support, with all its resources, skills and capabilities, and the maximum extent possible, all restoration efforts of the Owner. The Owner shall notify the Contractor when an emergency event occurs and the Contractor agrees to mobilize its full resources immediately. In the event conditions are such that an emergency event is likely in progress, but the Contractor has not been notified by the Owner, the Contractor shall make all efforts to contact the Owner to determine if and how it should respond. The Owner agrees to reimburse the Contractor for its actual costs incurred, plus overhead and profit, the total not exceeding twelve percent (12%), and any one-time expended cost incurred as a result of supporting the Owner during the emergency event.

3.9.3 Emergency Procedures

- A. In emergencies affecting the safety of persons, the Work or property at the Work Location or any other area adjacent thereto, the Contractor, without special instructions or authorization from the Owner, is obligated to act to its best ability, to prevent threatened damage, injury or loss to the Work, any persons, or property. The Contractor shall give the Owner prompt written notice describing the emergency, its cause, actions taken, injuries and casualties, property damage, other damages, and impact on continued performance under this Contract.

3.9.4 Storm Preparedness

- A. In the event of a Hurricane Warning, Tropical Storm Warning, or other large storm affecting the Work Location, the Contractor shall secure, or shall remove and store all equipment and materials at the Work Location including, but not limited to, cones, barricades, lights and signs. The Contractor shall begin taking such precautions as necessary to secure the Work Location upon official issuance of mandatory evacuation of the area of the Work Location and no later than twenty-four (24) hours prior to predicted arrival of tropical storm or hurricane force winds, or when notified by the Owner to do so. These activities are considered a regular part of the Work, regardless of the frequency they are required.

3.9.5 Weather Protection

- A. The Contractor shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the Work against weather conditions and for handling all storm, flood and ground water, sewage, or other seepage, that may be encountered during the performance of the Contract. The Contractor shall provide for such contingencies and for carrying on the Work in freezing weather by methods that meet with the approval of the Engineer. If the Contractor fails to provide such protection, or in the event of an emergency, the Owner may provide such protection at the Contractor's expense.

3.9.6 Project Security

- A. The Contractor shall provide, at its expense, on-site security personnel at any time the facility's perimeter is unsecured, including but not limited to, alarms disabled, fences or

gates down, traffic flows that require gates to be opened repeatedly and/or for more than one hour of the work day. The Contractor shall schedule security personnel. Where existing lighting is disabled or otherwise impacted by the Work, the Contractor shall provide temporary lighting equal to or exceeding that which exists.

3.9.7 Protection of the Environment

- A. The Contractor shall immediately notify the Owner of any Hazardous Materials encountered during the Work and shall immediately cease work in the affected area until further direction is received from the Owner.
- B. The Contractor and its Subcontractors and Suppliers shall comply with all applicable laws, rules and regulations including, but not limited to, all Environmental Requirements.
- C. Asbestos, Lead, or Toxic Mold may be present at the Work Location. The Contractor shall notify the Engineer immediately upon discovery of asbestos, lead, toxic mold. The Contractor shall not disturb or remove known or discovered asbestos, lead, or toxic mold unless directed by the Engineer.
- D. Hazardous Materials:
 - 1. The Contractor shall bear full responsibility including, but not limited to, payment and liability for the transportation, use and disposal of any Hazardous Materials under the Contractor's control during the performance of the Work. Disposal of Hazardous Materials should only be disposed of at Owner approved facilities. The Contractor shall provide the Owner with appropriate documentation showing proper disposal of its Hazardous Materials.
 - 2. The Owner has identified and labeled equipment known to contain PCBs. The Owner will remove and transport any equipment so identified. The Contractor shall not remove or transport any equipment containing PCBs. The Contractor shall immediately notify the Owner of any questionable or unmarked equipment and the Owner will arrange for testing and identification.
- E. Toxic Substances Introduced by the Contractor:
 - 1. The Contractor shall notify the Engineer in writing of the type, quantity and disposal method of any toxic substance used during the performance of the Work. The Contractor shall be solely responsible for the use and disposal of any such toxic substances. The Contractor shall submit cleanup procedures to the Owner for review and written approval prior to the use of the toxic substance. In the event that a toxic substance escapes into the environment, the Contractor shall immediately notify the Owner in writing of the occurrence and the actions taken. In the event that the Contractor encounters toxic substances in the course of construction, the Contractor shall immediately notify the Owner verbally, with a written notification to follow. The Owner shall arrange for disposal.

2. The Contractor will be solely responsible for all waste material including paints, lubricants, fuels, solvents, and other chemicals used in connection with the Work. The Contractor will provide proper containers for waste materials and comply with all applicable laws, rules and regulations in their disposal. The Contractor will dispose of all empty containers off-site as soon as possible. The Contractor will designate one area for transferring paints and solvents from large containers (55- gallon drums) into smaller containers for daily use.
- F. The Contractor understands and agrees that the Work Location may include wetlands or other environmentally sensitive areas. The Contractor shall not enter these areas during the performance of its Work, unless specifically authorized by the Engineer and appropriate state and federal permits have been obtained.
- G. The Contractor and/or Subcontractor's employees shall not endanger wildlife species or domestic animals of any kind.
- H. The Contractor shall immediately cease any activity that causes or results in a violation of the Owner's or the Contractor's environmental permits or federal, state and local laws and regulations. Such violation shall immediately be reported to the Engineer verbally, with written notification to follow. All additional costs due to the Contractor's noncompliance with the applicable environmental permits or Environmental Requirements shall be paid by the Contractor.

SECTION 3.10: OTHER WORK AND OTHER PROPERTY

3.10.1 Encroachments on Rights or Property

- A. The Contractor shall be solely responsible for any encroachments on public property or on the rights or property of adjoining property owners to the Work Location, and shall hold the Owner harmless because of any encroachments that may result because of the Contractor's improper layout. In this regard, the Contractor shall, without extra cost to the Owner, remove any Work or portion of any Work that encroaches on the property other than that of the Work Location, or that is built beyond legal building or setback limits. The Contractor shall rebuild the affected Work or portion of Work at the proper location and in full compliance with the Contract Documents.

3.10.2 Interference With Existing Utilities

- A. The Contractor acknowledges and agrees that there is a possibility that existing the Owner or other utility facilities may cross and/or lie parallel to excavations in the area where Work will occur. Although the Owner may indicate recorded obstacles on the drawings, it does not warrant that other subsurface obstacles do not exist. The Contractor shall be responsible for verifying the data furnished by the Owner and for fully investigating and locating additional obstructions including every type below, on or above the ground. The Contractor should regard these impediments as normal to construction. All costs for performing such work shall not be paid for separately, but shall be included in the Contractor's costs on the Bid Form.

- B. The Contractor shall comply with all requirements of the Underground Facility Damage Prevention and Safety Act, Florida Statutes, Chapter 556.
- C. In the event the Contractor encounters an unidentified utility during performance of the Work, the Contractor shall promptly cease Work in the affected area and shall immediately notify the Owner's Representative in writing. The Owner will investigate the area and propose remedial actions in accordance with the provisions stated herein in the Section 14, "Changes to Work."
- D. The Contractor shall work in cooperation with the Owner and representatives of existing utilities to plan and coordinate putting new Work into service so as not to interfere with the operation of the existing utilities. Such plans shall be adhered to unless deviations therefrom are expressly permitted in writing by the Contract Administrator.
- E. The Contractor shall at all times conduct the Work in a manner that interferes as little as possible with the existing utilities. Any cables exposed during construction, whether energized or not, must be handled and protected as if they are energized. The Contractor shall so conduct its operations and maintain the Work in such condition that adequate drainage shall be in effect at all times. The Contractor shall not obstruct existing gutters, ditches and other runoff facilities. When working in the vicinity of overhead lines, the Contractor shall request line rubber protection and pole holding services from the Owner of the overhead lines at least ten (10) calendar days in advance of performing the work.
- F. The Contractor shall be solely responsible for any damages, interferences, and interruptions of service caused to any utility's assets and services including water, sewer, electric, telephone, gas, cable, and other utility services, that result from the Contractor's failure to fulfill the above stated requirements.
- G. In the event the Contractor damages an existing utility, the Contractor shall immediately notify the property owner, the owner of the damaged utility and the Engineer. Should the damage cause an interruption of service, the Contractor shall be responsible for restoring service as soon as possible; however, the Contractor shall not make repairs, other than any required to restore safe conditions, without the approval of the property owner, or the owner of the damaged utility. The Contractor shall be responsible for coordinating any repair effort, and any associated costs should the utility owner or a licensed repair contractor be required to make the repair. The Owner reserves the right to deduct any unsettled claim amount from Contractor's invoices until such time as the claim is satisfactorily resolved.

3.10.3 Interference With Other Owner Work or Other Companies

- A. The Contractor shall perform the Work in a manner that minimizes the interference with other Owner work, or with work performed by other companies. The Contractor shall coordinate the Work with other persons and companies employed by the Owner. If a difference of opinion regarding scheduling or coordination of the work arises between the Contractor and another Owner contractor(s) performing work at the Work Location,

the Owner may arbitrate the matter. In such cases where the Owner makes a decision regarding the scheduling or coordination of the work, the Contractor agrees to fully abide by the Owner's decision. Unless otherwise agreed in writing by the Owner, the Owner will not be responsible for additional costs.

- B. Any claims arising against the Contractor from damages to other companies' work, equipment, machinery, tools or other property shall be settled directly between the Contractor and the other companies involved. The Owner will not, in any way, be a party to arbitrating or mediating any such disputes, nor shall the Owner be responsible for any costs associated with such disputes.

3.10.4 Interference with Railroads

- A. The Contractor shall not build across, into, over or under, either temporarily or permanently, any portion of a railway or railway right-of-way without first obtaining all required permits. If the Contractor's operations render any railroad unsafe, the Contractor shall immediately notify the Engineer, and the railroad owner and take appropriate actions and such temporary safeguards as required to protect life, limb, and property, and to maintain orderly traffic.
- B. The Contractor shall procure all railroad permits required for the Work beyond those procured by the Owner and the costs for such permits shall be included in the Bid Documents. All costs associated with railroad fees for railroad flagmen, watchouts, inspectors, supervisors, any additional training of Contractor's employees that is required by applicable laws, rules and regulations when performing Work in association with railroads, any certifications required for successful completion of the Work and all other associated costs shall be included in the Bid Form.

3.10.5 Interruption of Service

- A. The Contractor shall not operate any valves, nor otherwise interrupt water and/or sewer service, without first obtaining permission from the Owner. The Owner shall be present during any interruption of service.
- B. If the Contractor must shut down a main or portion of a main, thereby causing an interruption of water service, the Contractor shall provide the Owner with the following information, in writing, a minimum of five (5) business days in advance of any anticipated interruption of service:
 - 1. Date and time of outage.
 - 2. Purpose of the outage.
 - 3. Map of the area to be affected by the outage.

4. Letter stating all offices, businesses, and residents have been or will be notified by the Contractor at least four (4) business days in advance of the outage (unless the Owner chooses to issue such notification).
- C. The Contractor is not authorized to proceed with the requested Work without prior written notice from the Owner that such actions are approved.
- D. In the event of a major emergency that endangers life or property, the Contractor may take immediate action before notifying the Owner. In all cases, however, the Owner shall be notified in writing at the earliest opportunity after addressing the emergency.

3.10.6 Protection of Existing Facilities and Grounds

- A. The Contractor shall be responsible for protecting all the existing facilities including, but not limited to, buildings, lawns, landscaping, sprinkler systems, and pavements, both public and private, that are encountered during the performance of the Work. At all times, the Contractor shall cooperate with the owners of such facilities by arranging and performing the Work in and around such facilities in a manner that facilitates their preservation, relocation, and/or reconstruction. The Contractor shall be responsible for the full restoration or replacement if the Contractor damages such facilities during or resulting from performance of the Work.
- B. The Contractor shall verify the existing dimensions and clearances before laying out the Work. When the Work involves the laying of utility lines across landscaped areas and grassed areas, which may include, but is not limited to, irrigation systems, streets, sidewalks, and other paved areas, the Contractor shall protect and preserve all trees, shrubs, palms, landscaping, etc., and restore such areas and all paved areas to their original sound conditions using construction techniques and materials that are the same as existing including replacing plants and trees with those of similar size and age. In the case of planted areas, the Contractor shall maintain the restoration Work until positive growth has been acknowledged in writing by the Engineer.
- C. All costs for such restoration and replacement work shall be included in the associated lines on the Bid Form, and shall not be paid for separately.
- D. The Contractor shall not (except upon written consent from the property owner and Contract Administrator) enter or occupy with workers, tools, equipment or vehicles any land outside the easements, right-of-ways, or the Owner's property.

3.10.7 Temporary Closure of Roadways

- A. The Contractor shall not close or obstruct any portion of a street, road, or private way without first obtaining permits. If any street or private way is rendered unsafe by the Contractor's operations, the Contractor shall make such repairs or provide such temporary ways and guards necessary for the protection and safety of persons on the Work and the public and for the orderly maintenance of traffic. All costs associated with temporary closure of roadways shall be included in the Bid price.

- B. The Contractor shall notify the police and fire departments in writing if it will be necessary to close a street. The Contractor shall copy the Owner on all correspondence relating to street closure. The Contractor shall notify the police and fire departments prior to closure of the street. The Contractor shall be responsible for maintaining proper coordination with the proper authorities.
- C. Temporary closure of business entrances must be approved in writing by and coordinated with the Owner.
- D. For the purposes of this Contract, the Contractor shall refer to the DIVISION 6: TECHNICAL SPECIFICATIONS.

SECTION 3.11: DRAWINGS

3.11.1 Shop Drawings

- A. The Contractor shall submit all Shop Drawings according to the Schedule of Submittals approved by the Engineer and the DIVISION 6: TECHNICAL SPECIFICATIONS.
- B. Shop drawings shall establish the actual quantities, dimensions, materials and specified performance and design details of all manufactured or fabricated items, services and equipment that Contractor proposes to provide for the Work; indicate proper relation to adjoining Work; amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure; and incorporate minor changes of design or construction to suit actual conditions.
- C. Shop drawings shall be complete in every detail, properly identified with the Contract name, Contract and subsection number for identification of each item, and state the qualifications, departures or deviations from the Contract, if any. Shop drawings for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. Each drawing shall have a clear space above the title block in the lower right-hand corner for the approval stamps of the Contractor and the Engineer.
- D. In checking the Shop Drawings, the Contractor shall:
 - 1. Verify all dimensions and field conditions, and shall check and coordinate the Shop Drawings of any section or trade with the requirements of all other sections or trades whose Work is related thereto, as required for proper and complete installation of the Work.
 - 2. Verify all rough-in and connections for utilities shall conform to approved equipment Shop Drawings
 - 3. Review and coordinate each Shop Drawing with other Shop Drawings and the Contract Documents

4. Determine and verify all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety programs.
- E. The Engineer will review the Shop Drawings and will return them to the Contractor stamped to indicate the action taken. For planning purposes, the Contractor shall allow a minimum of two (2) weeks for review of each Shop Drawing. The stamp will indicate that the Shop Drawing is "No Exception Taken", "Make Corrections Noted", "Revise and Resubmit" or "Rejected". Only those Shop Drawings stamped "Revise and Resubmit" or "Rejected" shall be resubmitted for subsequent review. Resubmittals shall be in the same form and number of copies as original submittals, with notation indicating a revised submittal. The Shop Drawings stamped "No Exception Taken" or "Make Corrections Noted" will be returned to the Contractor, who will be responsible for obtaining prints thereof and distributing them to the field and Subcontractors.
- F. At the same time the Engineer returns a reviewed submittal to the Contractor it will forward two copies of each item stamped "No Exception Taken" or "Make Corrections Noted" together with any conditions of approval, to for field and office use. The Engineer may revoke approval of Shop Drawings, should field conditions so dictate.

SECTION 3.12: INSPECTIONS, QUALITY & REPORTING

3.12.1 Contractor's Daily Reports

- A. The Contractor shall complete and submit daily reports for each calendar day of the Work, starting with the date of the Notice to Proceed, and said reports shall be submitted to the Owner's Representative by noon of the following workday. The Contractor's failure to submit the daily reports as specified herein will be grounds for withholding payments.
- B. Upon review of the Contractor's Daily Reports, any discrepancies in the information noted by the Owner's Representative will be provided to the Contractor. A revised Daily Report will be resubmitted within one (1) business day.

3.12.2 Reporting

- A. The Contractor shall provide the reports as defined in the Contract Documents. The Contractor shall refer to DIVISION 6: TECHNICAL SPECIFICATIONS.
- B. Where the reporting frequency is daily, reports shall be submitted by noon of the following workday. Where the reporting frequency is weekly, reports are due by Monday at noon, covering the prior workweek. Where Monday is a Holiday, the reports are due at noon on the next workday. Where reports are due monthly, reports are due by noon on the first business day of each month. Sample forms for reports may be included in the Contract Documents. Where they are included they are to be used. Where they are not included, the Contractor shall provide a sample of its proposed report format for each report to the Engineer at least one (1) week prior to its initial due

date. The Engineer will review and either approve or reject the use of the report. Where the proposed report is rejected, the Contractor shall resubmit revised report formats, until the Engineer approves format. The Reporting Cycle shall begin on the Notice to Proceed date or the date of the purchase order, if used.

- C. Where the Contract calls for reports to be submitted by the Contractor, such reports shall be in both paper and electronic format, with the electronic version submitted electronically via email to the Engineer.

3.12.3 Quality Control and Quality Assurance

- A. The Contractor shall provide Quality Control to ensure the Work is performed in accordance with the Contract. Quality Control shall be appropriate for the nature of the Work, and shall be conducted in a manner consistent with sound quality management and industrial engineering principles. The Contractor shall have only personnel trained in Quality Control techniques and experienced with the nature of the Work perform the Quality Control function.
- B. The Owner may perform Quality Assurance activities. Such activities, whether performed or not, do not in any way limit or reduce the Contractor's requirements. The Owner may become aware of quality related problems during its performance of Quality Assurance, but has no obligation to notify the Contractor of its findings. The Contractor shall provide access to all areas of Work, including the Contractor's facilities, for the Owner's Quality Assurance personnel and the Owner's Representatives. The Owner will conduct Quality Assurance activities so as not to excessively interfere with the Work, however, where the Owner Quality Assurance personnel request specific actions of the Contractor, the Contractor shall comply with the request and agrees that such compliance is included as part of its Contract Price.
- C. The Contractor shall refer to DIVISION 6: TECHNICAL SPECIFICATIONS.

3.12.4 Inspections and Testing

- A. The Owner, or its designated representatives, will perform inspections at the Contractor facilities during normal business hours and in a manner that minimizes disruption to the normal day-to-day work activities of the Contractor. Contractor shall provide safe and proper facilities for inspection access and observation of the Work and also for any inspection or testing by others.
- B. If the Contractor has covered or concealed any Work from inspection in any way that the Engineer has not specifically requested prior to the Owner's Representative's inspection, or if the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose or otherwise make available the portion of the Work in question for observation, inspection or testing as the Engineer may require. The Contractor shall furnish all necessary labor, material and equipment to make such Work available.

- C. The Contractor shall bear all expenses of uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including, but not limited to, compensation for additional professional services required by the Owner, and no change in Contract Time will be considered as a result of the foregoing.
- D. The Owner may, at its sole discretion, grant the Contractor an extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- E. All materials and equipment used in the construction of the Contract shall be subject to adequate inspection and testing in accordance with accepted standards. The Contractor shall select the laboratory or inspection agency for making all tests required by the specifications, and shall pay for this laboratory service direct, as a part of this Contract.
- G. The Contractor shall pay for all required testing of materials and equipment. Two (2) copies of each test showing certification of each test shall be furnished to the Engineer immediately after such test has been made and with the exception of concrete, prior to delivery of the materials or equipment tested to the Work Location. The Owner will not accept the materials or equipment until tests have been approved.
- H. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended. Test requirements for all materials are set out in the detailed specifications for that particular material. All materials and equipment prior to being incorporated in the Work, and required by the Engineer to be tested, shall be tested for conformance with contractual requirements. Standard items of a uniform nature may be accepted on the manufacturer's certification. Where specific performance and/or quality is referred to, it is the Contractor's responsibility to have the necessary tests performed by qualified persons to show that the contractual requirements are being met except those tests named in the Contract Documents to be performed by the Owner. Certified test results shall be submitted promptly in quadruplicate to the Engineer for review. All tests shall be performed in accordance with referenced standards. Where no reference is made, tests shall be performed in accordance with the methods prescribed by the American Society for Testing and Materials or such other organization as would be applicable.
- I. The Contractor shall pay for any retests resulting from its failure to provide Work that passes required tests.
- J. The Engineer, or the Owner appointed Inspectors may inspect any and all materials and Work. Such inspection may extend to any or all parts of the Work and to the preparation and manufacture of the materials to be used. The Inspectors shall not be authorized to alter, revoke, enlarge or relax the provisions of the Contract, nor will they be authorized to approve or accept any portion of the completed Work, nor to issue instructions contrary to the Contract. The Inspector shall inform the Engineer of the progress of the Work and the manner in which it is being done, and notify the Contractor of any infringement upon the Contract Documents. The Inspectors will have the authority to

reject defective materials or to suspend any Work that is being improperly done subject to the final decision of the Engineer.

3.12.5 Performance Evaluation

A. The Owner may, upon completion of the Work or at any time during the Work, issue to the Contractor a written performance evaluation of the Contractor's performance of Work under this Contract. The evaluation will be based upon the Owner's and the Engineer's reports, inspections, and first-hand experience in dealing with the Contractor and the Contractor's representatives. The performance evaluation will indicate whether the Contractor's performance has been deemed "Satisfactory," "Unsatisfactory" or "Top Performance" with regard to the following criteria:

1. Timeliness;
2. Customer Service to Owner;
3. Care of Owner's Customers;
4. Financial Performance;
5. Quality of Workmanship;
6. Quality of Materials & Equipment;
7. Safety;
8. Environmental;
9. Compliance with DBE/WBE Requirements; and
10. Project Administration.

SECTION 3.13: OWNER FURNISHED ITEMS

3.13.1 Conditions of Provisioning

- A. The Contractor understands and agrees that it shall be solely responsible for providing everything necessary to perform the Work and to be in full compliance with the Contract Documents, except for those items specifically listed herein as being provided by the Owner.
- B. Any use of Owner furnished items on non-Owner work is a breach of the Contract and a violation of the law. All Owner furnished items are the property of the Owner when issued, stored by Contractor, and used in performance of the Work. The Contractor agrees that it shall use all Owner furnished items in a manner consistent with industry practice, codes, laws, considering the condition of the Owner furnished item, the skills

of the individuals using the Owner furnished item, and all environmental conditions. The Contractor understands and agrees that where the Owner and the Contractor shall share Owner furnished items, Owner usage shall always have priority over Contractor usage, and the Contract Administrator shall have sole authority to resolve any usage dispute and such resolution shall not result in any claim by Contractor.

- C. The Contractor agrees to return to the Owner, and to the location as established by the Engineer, any unused or salvageable items prior to final payment. The Contractor agrees that the Owner has the right to audit and investigate at any time how the Contractor is using Owner furnished items. The Owner will bill the Contractor for unaccountable Owner furnished material at the current Owner cost.

3.13.2 Access to Work Locations

- A. The Owner will provide, as indicated in the Contract Documents, and no later than the date when needed by the Contractor, access to the Work Location, including rights-of-way or access thereto, and such other lands that are designated for the Contractor's use. The Owner will secure easements for permanent structures or permanent changes in existing facilities, unless otherwise specified in the Contract Documents.

3.13.3 Contract Documents

- A. After Contract Award, the Owner will furnish a maximum of one (1) complete set of the Contract Documents, or portions requested thereof, upon request by the Contractor. Additional copies will be supplied at cost to the Contractor.

3.13.4 Site Conditions

- A. The Owner will provide to Contractor test data results from field tests. Such data has been determined by the Owner to be sufficient to describe the conditions to be expected during the performance of the Work. The Contractor shall not be entitled to any claim for additional costs associated with any ground related Work, unless the actual conditions found substantially differ from those described by the test data.
- B. The Contractor is responsible for verifying Site conditions and obtaining additional data as the Contractor deems necessary. The Contractor will be responsible for all costs associated with the gathering of additional Site data.

SECTION 3.14: CHANGES TO WORK

3.14.1 Unforeseen Conditions

- A. The Contractor understands and agrees that it is its responsibility to conduct due diligence prior to the start of Work. Such due diligence includes, but is not limited to, verifying all Work conditions, measurements, dimensions and latent and patent obstructions, the accuracy of drawings, test results, inspections and other informational materials provided in the Contract Documents, and any other causes for existing or

potential changes to the Work prior to initiating the Work. In the event that the Work must be changed due to the Contractor's failure to fulfill the above requirements, the Contractor understands and agrees that it will be responsible for all costs associated with the changed condition.

- B. In the event, however, that the Contractor exercises the requisite due diligence and a change to the Work becomes necessary resulting from conditions that are clearly unforeseen and that could not have been discovered, the costs for adjusting the Work in response to such unforeseen conditions shall be addressed as stated herein in Article 3.14.2 below titled "Changes in the Work and Change Orders."

3.14.2 Changes in the Work and Change Orders

- A. The Engineer may issue to the Contractor a written Field Order to authorize minor changes to the Work having no impact on Contract Price or Contract Time. If the Contractor anticipates that the Field Order work will impact the Contract Price or Contract Time the Contractor should immediately notify the Engineer.
- B. In the event of an emergency endangering life or property where it is appropriate for the Contractor to take action, the Contractor shall undertake such actions to preserve life and property. The Owner and the Contractor will determine after emergency is concluded, the extent of out-of-scope work performed by the Contractor, and the Owner will issue a Change Order or amend the Contract for such work, if any and as necessary.
- C. Anything to the contrary notwithstanding, in the event that the Owner determines that a change must proceed immediately or if the Owner rejects all or a portion of the Contractor's estimated effect of a change, then the Owner may direct, and the Contractor shall commence immediately and perform until completion, the necessary services to implement the change. The Owner will issue such direction in the form of a written Work Change Directive. The Contractor shall be compensated for such change in the work, notwithstanding any objections of the Contractor, which objections shall be preserved and not waived by the Contractor's commencement or performance of the Work as directed by the Owner.
- D. To request or claim any change in the Work including, but not limited to change in scope, quantities, pricing, or schedules, the Contractor shall submit a letter to the Engineer stating such request or claim. The Engineer shall review and submit a written recommendation to the Owner. The Owner shall have the right to approve or disapprove any request or claim for change as it deems necessary and in its best interests consistent with the other Contract requirements. Whether requested by the Contractor, claimed by the Contractor, or contemplated by the Owner, no change shall be authorized unless made on an Owner Change Order signed by the Contract Administrator or through a formal written amendment to this Contract.
- E. All requests for changes filed by the Contractor shall be in writing delivered to the Owner's Representative within ten (10) business days of when the event that prompted

the claim was discovered or should have been discovered. The Contractor's failure to timely submit a written claim will constitute a waiver of the right to pursue a claim. Upon receipt of the Contractor's claim notification, Owner's Representative will provide written direction as to the procedures that will be used to address the request. The Contractor's request shall be sufficiently detailed including itemized costs, condition and work descriptions and other information necessary to evaluate the merits of the claim. A cost breakdown showing all labor, material and equipment shall be provided. The Owner's Representative may reject requests providing insufficient supporting information. Any change in the Contract resulting from the request will be incorporated into the Contract via a Change Order or Purchase Order. Where the Engineer and the Contractor are unable to reach a mutually acceptable resolution of request, the Owner's determination will be final.

- F. Where necessary, the Owner will determine the value of work covered by a change order using one of the following methods:
1. Where the work is covered by established unit prices contained in the contract, the unit price, if the Owner agrees that this is a fair and reasonable price; otherwise, a negotiated price will be applied to the quantity of work at the discretion of the Owner,
 2. By mutual acceptance of lump sum price,
 3. By actual cost and a mutually acceptable fixed amount for overhead and profit, or
 4. Where Bid Price was based on estimated quantities, prior to making final payment, the Owner will determine actual quantities using sampling, surveying and other industry recognized means and prepare a Change Order adjusting the price to reflect actual volumes.
- G. The Contractor shall immediately notify the Owner's Representative in writing of any unauthorized change in the scope of the Work or significant change in the quantities of the Work that may increase the Contract Price, require an extension of Work schedule, or negatively impact permitting or other regulatory requirements.
- H. The Contractor shall submit requests or claims for a Work schedule adjustment in writing and delivered to the Engineer within five (5) business days following the discovery of the event that prompted the claim or when the event should have been discovered. Where accepted by the Owner, changes to Work schedule will only adjust for critical path impacts. Failure to include the necessary critical path analysis with request shall be grounds for rejecting the claim. The path of critical events mentioned herein means the series of interdependent Work events that must be sequentially performed and that require a longer total time to perform than any other such series. Upon receipt of the Contractor's request for a change in the Work schedule, the Owner's Representative will provide any additional directions in writing detailing the procedures that will be used to resolve the request, including provision of time impact or manpower and equipment loading schedules. Where the Owner and the Contractor

are unable to reach a mutually acceptable resolution of request, the Owner will make a commercially reasonable determination, made in accordance with the Owner's established policies and procedures, which shall be final.

- I. All Work defined on Field Orders, Work Change Directives and Change Orders shall be subject to the conditions of the Contract, unless specifically noted on the Field Order Form, Work Change Directive Form, or Change Order.

3.14.3 No Damage for Delay

- A. Damage, loss, expense or delay incurred or experienced by the Contractor in the prosecution of the Work by reason of unforeseen circumstances, unanticipated difficulties and obstructions, bad weather, or other mischances that are generally considered to be a part of the usual hazards associated with Work, shall be borne entirely by the Contractor and shall not be the subject of any claim for additional compensation or change in Approved Schedule.
- B. The Contractor agrees that its sole remedy for any claims, damages or losses related to any delay, disruption or hindrance alleged to be caused by the Owner or any of the Owner's agents or other contractors, shall be an extension of the Contract completion date. As such, the Contractor shall not recover any cost associated with extended home/field office overhead, idle labor/equipment/materials, subcontractors' claims or any other miscellaneous costs.
- C. Any demand for equitable time adjustment must be served in writing to the Owner within five (5) calendar days of the event giving rise to any delay, disruption or hindrance. Any request for an equitable time adjustment shall be accompanied by a logical time impact analysis, demonstrating the nature and magnitude of the event to the critical path. Any request that is not clearly shown to be an impact to the project's critical path will be denied.
- D. Failure to strictly comply with these requirements shall be deemed a waiver of any right to seek equitable adjustment.

3.14.4 Notification of Surety

- A. The Contractor shall notify its surety of any changes affecting the general scope of the Work or altering the Contract Price.

3.14.5 Contingency Work

- A. The Owner will issue a written Change Order to incorporate cost or schedule changes into the Contract. Issuance of a Change Order is solely at the discretion of the Owner. The Change Order shall be used for increases or decreases in the Contract Price, within the contingency amount set forth in the Contract Price, or to make changes in schedule for performance of the Work.

- B. The Contractor should not expect that any Change Orders for contingency work will be issued. Owner shall have no obligation to pay for contingency work unless the same is performed pursuant to a written Change Order form signed before the contingency work is commenced.

- C. The Contractor and the Engineer shall mutually agree to the pricing of a Change Order for contingency work. Any negotiated increase or decrease in the Contract Price shall be based on the Contractor's costs for labor, materials and supplies directly applicable to the increase or decrease plus ten percent (10%) thereof for Contractor's supervision, overhead, bonds and profit. For any negotiated increase or decrease, the Contractor will provide a complete detailed breakdown for all labor, material, and equipment, etc. associated with the change. A lump sum figure submitted with no breakdown will be returned to the Contractor without review.

- D. Cost Reimbursable (Time and Materials) Method:
 - 1. The Owner may, at its sole discretion, implement cost reimbursable procedures in order to limit the costs for performance of contingency work. Also, whenever the Contractor and the Owner are unable to agree on costs for an increase in the Work, the Owner or Engineer shall order the Contractor to proceed with the Work on a cost reimbursable (time and material) basis. The Owner will pay the Contractor for the contingency work in the manner hereinafter described, and the compensation thus provided shall constitute full payment for said work. The Owner shall issue the Change Order for the Contractor to perform the specific contingency work with payment determined as follows:
 - a. For materials purchased by the Contractor and used in the work, the Contractor shall be paid the actual cost of such materials, including sales taxes if required, and freight and delivery charges as shown by original receipted bills. A mark-up amount equal to ten percent (10%) of the sum thereof shall be added to this cost. The Owner reserves the right to select and approve, or to reject the materials to be used and the sources of supply of any materials furnished by the Contractor.
 - b. The Contractor will be paid the cost of wages for all labor that is engaged in the Work, plus the actual cost chargeable to the Work for workers' compensation insurance, social security taxes, unemployment compensation insurance and such additional amounts as are paid by the Contractor. A total mark-up shall be added equal to ten percent (10%) of wages and other cost listed above. In evidence of the costs of labor the Contractor shall provide a certified statement of wages actually paid, together with copies of supporting payrolls. Wage rates used in determining the amount of the payment will be the actual wage rates paid by the Contractor for Work under this Contract, except that no rate used shall exceed the rate of comparable labor currently employed on the project.
 - c. Payment for the services of foremen in direct charge of the specific operation will be made. Payment for the service of superintendents, timekeepers or other

overhead personnel will not be made nor will payment for the services of watchmen be made unless required specifically by the contingency Work. The actual function performed by an employee rather than its payroll title will be the criterion used in determining the eligibility of an employee's services for payment under this provision.

- d. The types and amounts of equipment and machinery used by the Contractor in carrying out its work under the contingency shall be made in keeping with normal practice for work of similar nature. Owner may, at its discretion, limit by specific instruction the types and amounts of equipment and machinery to be used. For all equipment and machinery used in the contingency work, the Owner will pay eighty percent (80%) of the rental value as set forth in the Blue Book value or actual cost, whichever is less, to which no mark-up percentages will be added.
- e. In computing the hourly rental of such equipment, less than thirty (30) minutes shall be considered 1/2 hour except when the minimum rental time to be paid is one hour. Rental time will not be allowed while equipment is inoperative due to breakdowns. The rental time of equipment to be paid for shall be the time the equipment is in operation on the contingency work being performed. The Contractor shall be reimbursed for the time required to move the equipment to the Work, and return it to its original location, only if the Contractor is charged this cost by the renting agency. Excess rental time of equipment due to inefficient work practices will not be reimbursed.
- f. No payment will be allowed for the use of small tools and minor items of equipment, which, as used herein, are defined as individual tools or pieces of equipment having a replacement value of \$500.00 or less.
- g. The Contractor and the Engineer shall compare records of the Work performed on a Cost Reimbursable basis at the end of each day. These records shall be prepared by the Contractor and shall be signed by both the Owner and the Contractor's Representative. A copy of these records shall be submitted to the Owner with the invoice for the work.
- h. Payment for cost reimbursable contingency work will be included in monthly progress payments.
- i. The Contractor's Subcontractors will be allowed a ten percent (10%) mark-up on Work performed by their own forces. The Contractor will be allowed a five percent (5%) mark-up on the Subcontractor's costs (i.e. labor, materials and equipment) only, no mark-up on the Subcontractor's profit.

3.14.6 Suspension of Work

- A. The Owner may suspend the performance of the Work rendered by providing the Contractor with five (5) business days written notice of such suspension. Schedules and

compensation for performance of the Work shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Work, the Contractor shall resume the full performance of the Work when the Owner gives written direction to do so. Suspension of Work caused by the Contractor's sole negligence or failure to perform shall not affect the Contractor's compensation as outlined in the Contract Documents.

3.14.7 Unauthorized Work

- A. The Owner will consider any Work done without lines and grades given, Work done beyond the lines and grades shown on the Contract or as given, or any extra Work done without written authority, as unauthorized Work and will not pay the Contractor for such Work. If so ordered by the Contract Administrator, the Contractor shall remove such Work and properly replace it at the Contractor's own expense.

3.14.8 Payment of Overtime

- A. Any Overtime required for the Contractor to complete the Work within the Contract Time shall be at the sole cost and expense of the Contractor.
- B. If the Owner requires the Contractor to perform Overtime Work in order to complete the Work prior to the Contract Time, the Contractor shall bill the Owner for the Overtime such that only the actual costs incurred by the Contractor relating to the payment of Overtime premiums, in accordance with its labor policies and applicable laws. Such actual costs include Overtime wage premium, and additional taxes and insurance directly associated with the Overtime wage premium. The Contractor agrees that it will not charge for personnel paid a salary, or other form of compensation such that the Contractor incurs no direct costs as a result of the Overtime. The Contractor shall total the direct Overtime charges, and add the agreed upon overhead rate, but in no case, shall such overhead rate exceed ten percent (10%) of the total overtime costs.
- C. Overtime may only be charged to the Owner if the Contractor was directed in writing by the Contract Administrator to incur the Overtime. Such authorization for Overtime shall be accompanied by a Change Order.

3.14.9 Scheduling of Overtime (Contractor Initiated Overtime)

- A. Whenever the Contractor schedules Work beyond ten (10) hours per day, beyond fifty (50) hours per week, or on Saturdays, Sundays, or Owner Holidays, then the Contractor shall arrange, in advance, for the Engineer to inspect the Work performed during Overtime. The Contractor shall not perform Overtime Work or after-hours Work without an Owner's Representative at the Work Location or available to perform the inspections, as directed by the Contract Administrator. Except where the Owner has requested the Contractor schedule Overtime to perform additional Work, the Contractor shall reimburse the Owner for any additional costs associated with the Owner's Representatives' Overtime pay.

SECTION 3.15: LABOR

3.15.1 DBE, MBE and/or WBE Requirements

- A. Contractor represents that it will comply with all applicable provisions regarding DBE, MBE and/or WBE enterprises requirements stated in the DIVISION 4: SUPPLEMENTAL CONDITIONS.

3.15.2 Contractor's Labor Relations

- A. The Contractor shall negotiate and resolve any disputes between the Contractor and its employees, or anyone representing its employees. The Contractor shall immediately notify the Owner of any actual or potential labor dispute that may affect the Work and shall inform the Owner of all actions it is taking to resolve the dispute.

3.15.3 Minimum Qualifications of Contractor Personnel

- A. All Contractor personnel shall be at a minimum qualified for the tasks they are assigned. All Contractor personnel shall act in a professional manner, with due sensitivity to other persons at the Work Location. If the Owner, at its sole discretion, determines that a Contractor's person is unqualified, unfit, or otherwise unsuitable for the tasks assigned, the Contractor shall immediately stop the person from performing the tasks, and replace the person with a qualified individual. The Contractor shall pay all costs associated with replacing the unqualified person including, but not limited to, termination, recruiting, training, and certification costs.
- B. The Contractor personnel assigned supervisory roles, and those with increased authority shall be held to strict scrutiny of their qualifications and suitability for their positions. In addition to the other provisions of this clause, the Contractor shall provide written documentation as to experience, education, licenses/prequalification approvals, certifications, professional affiliations, and other qualifications of the individual, within one (1) day of request from the Engineer. Any changes to such personnel after approval shall require the written permission of the Engineer.

3.15.4 Nondiscrimination

- A. Contractor represents that it will comply with all applicable provisions regarding equal employment requirements stated in the DIVISION 4: SUPPLEMENTAL CONDITIONS.
- B. The Contractor represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. The Contractor agrees that on written request, it will allow the Owner reasonable access to the Contractor's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided however, the Contractor shall not be required to

produce, for inspection, records covering periods of time more than one (1) year from the effective date of this Contract.

- C. The Contractor shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:
 - 1. The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
 - 2. The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and
 - 3. The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).
- D. The Contractor agrees that if any of the Work of this Contract will be performed by a Subcontractor, then the provisions of this subsection shall be incorporated into and become a part of the subcontract.

3.15.5 Show-Up Pay

- A. In the event that inclement weather prevents the Contractor from performing Work, the Contractor may be obligated to pay its crew a show-up pay. The Contractor shall be solely responsible for providing this pay.

3.15.6 E-Verification

- A. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract.

Contractor shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

SECTION 3.16: RIGHTS & REMEDIES

3.16.1 Intellectual Property

- A. The Contractor grants to the Owner an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party service provider) the Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

If the Work contains, has embedded in, requires for the use of any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, the Contractor shall secure for the Owner an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. The Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider.

- B. Should the Owner, or any third party obtaining such work product through the Owner, use the Work or any part thereof for any purpose other than that which is specified herein, it shall be at the Owner's sole risk.
- C. The Contractor will, at its expense, defend all claims, actions or proceedings against the Owner based on any allegation that the Work, or any part of the Work, constitutes an infringement of any patent or any other intellectual property right, and will pay to the Owner all costs, damages, charges, and expenses occasioned to the Owner by reason thereof. The Owner will give the Contractor written notice of any such claim, action or proceeding and, at the request and expense of the Contractor, the Owner will provide the Contractor with available information, assistance and authority for the defense.
- D. If, in any action or proceeding, the Work, or any part thereof, is held to constitute an infringement, the Contractor will forthwith either secure for Owner the right to continue using the Work or will, at the Contractor's expense, replace the infringing items with noninfringing Work or make modifications as necessary so that the Work no longer infringes.
- E. The Contractor will obtain and pay for all patent and other intellectual property royalties and license fees required in respect of the Work.

3.16.2 Offsets

- A. If the Contractor is in violation of any requirement of the Contract, the Owner may withhold payments that may be due the Contractor, and may offset existing balances with any Owner incurred costs against funds due the Contractor under this and any other Contractor Contract with the Owner, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

3.16.3 Proprietary Information

- A. The Contractor shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that the Owner furnishes to the Contractor. The Contractor shall insert in any subcontract a restriction on the use of all information furnished by the Owner. The Contractor shall not use this information on another project. All information furnished by the Owner will be returned to the Owner upon completion of the Work. The Contractor may retain a copy of such information solely for its own project records.

3.16.4 Removal of Work

- A. The Contractor shall not sell, assign, mortgage, hypothecate or remove Work that has been delivered to or installed at the Work Location without the Owner's approval.

3.16.5 Right to Audit and Financial Reporting

- A. Upon the Owner's requests, the Contractor agrees to allow the Owner to audit its financial and operating records for the purpose of determining invoice accuracy, or otherwise assessing compliance with the Contract Documents. The Contractor agrees to allow Owner personnel, their qualified representative, and/or representatives as stated in DIVISION 4: SUPPLEMENTAL CONDITIONS access the records at Contractor's office, with three (3) business days written notice, for a reasonable period, not less than five (5) business days, in a workspace suitable for the audit provided by the Contractor. All audit work will be done on the Contractor's premises, and no Contractor documentation will be removed from the Contractor's offices. The Contractor agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are at the Contractor's offices and for a period of two (2) weeks thereafter. The Contractor shall provide to the Owner audited financial statements for the most recent fiscal year upon the Owner's request, not later than five (5) business days after receipt of written request.
- B. Contractor represents that it will comply with all applicable provisions stated in the DIVISION 4: SUPPLEMENTAL CONDITIONS.

3.16.6 Title to Materials Found

- A. The Owner shall retain the title to water, mineral matter, timber and any other materials that the Contractor, or its Subcontractors, encounter during the excavation or other operations of the Work. The Contractor shall use or dispose of this material in accordance with the Contract or written instructions from the Engineer. Any materials found in the excavation, or other operations of the Contractor, that are of archaeological or historical value shall be left in place. The Contractor shall immediately notify the Owner of the find and shall take no further action until directed by the Owner.

SECTION 3.17: REPRESENTATIONS & WARRANTIES

3.17.1 Contractor's Knowledge of the Work

- A. The Contractor represents that the Contract Price and the detailed schedule for the execution of the Work are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of the Owner. The Owner assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that the Owner assumes the responsibility.

3.17.2 Contractor's Plans and Specifications

- A. All plans and specifications that the Contractor provides for any building, structure, system or equipment where required by federal, state, local laws and regulation as part of the Work shall bear the seal of a Professional Engineer duly registered in the State of Florida at no cost to the Owner.

3.17.3 Contractor's Warranties

- A. The Contractor unconditionally warrants to the Owner for a period of not less than two (2) years (unless otherwise stated in DIVISION 6: TECHNICAL SPECIFICATIONS) from the earlier of Final Acceptance or Substantial Completion and beginning of normal use by the Owner, that all Work furnished under the Contract including, but not limited to, materials, equipment, workmanship, and intellectual property, including derivative works will be:
 - 1. Performed in a safe, professional and workman like manner;
 - 2. Free from Defects in design, material, and workmanship;
 - 3. Fit for the use and purpose specified or referred to in the Contract;
 - 4. Suitable for any other use or purpose as represented in writing by the Contractor;
 - 5. In conformance with the Contract Documents; and
 - 6. Merchantable, new and of first-class quality.
- B. The Contractor warrants that the Work shall conform to all applicable standards and regulations promulgated by federal, state, local laws and regulations, standards boards, organizations of the Department of State, and adopted industry association standards. If the Work fails to conform to such laws, rules, standards and regulations, the Owner may return the Work for correction or replacement at the Contractor's expense, or return the Work at the Contractor's expense and cancel the Contract. If the Contractor performs services that fail to conform to such standards and regulations the Contractor shall make the necessary corrections at Contractor's expense. The Owner may correct services to

comply with standards and regulations at the Contractor's expense if the Contractor fails to make the appropriate corrections within a reasonable time.

- C. If the Work includes items covered under a manufacturer's or Subcontractor's warranty that exceeds the requirements stated herein, the Contractor shall transfer such warranty to the Owner. Such warranties, do not in any way limit the warranty provided by the Contractor to the Owner.
- D. If, within the warranty period, the Owner determines that any of the workmanship or supplies are defective or exhibit signs of deterioration, in the opinion of the Owner, the Contractor, at its own expense, shall repair, adjust, or replace the defective Work to the complete satisfaction of the Owner. The Contractor shall pay all costs of removal, transportation, reinstallation, repair, and all other associated costs incurred in connection with correcting such Defects in the Work. The Contractor shall correct any Defects only at times designated by the Owner. The Contractor shall extend the warranty period an additional twelve (12) months (thirty-six (36) months total) for any portion of the Work that has undergone warranty repair or replacement.
- E. When operational conditions warrant, the Owner may repair or replace any defective equipment at the Contractor's expense. The Owner may repair or replace any defective Work at the Contractor's expense when the Contractor fails to correct the Defect within a reasonable time of receiving written notification of the Defect by the Owner, when the Contractor is unable to respond in an emergency situation, or when necessary to prevent the Owner from substantial financial loss. Where the Owner makes repairs or replaces defective Work, the Owner will issue the Contractor a written accounting and invoice of all such work to correct Defects. The Contractor's liability to the Owner for the costs of removal, transportation, reinstallation, and all other associated costs incurred in connection with correcting Defects in the Work will be limited to 1.5 times the original installed purchase price of the specific Work.
- F. The Contractor's warranty excludes remedy for damage or Defect caused by abuse, improper or insufficient maintenance, improper operation, or wear and tear under normal usage.

3.17.4 Competent Performance of the Work

- A. The Contractor represents that it will conduct the Work in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Work through Final Completion. If, in the sole opinion of the Owner, the Contractor fails to perform the Work as represented, the Owner may, at its sole discretion, take charge of the Work and furnish and provide the labor, materials, and equipment necessary to complete the Work as planned within the required time if the Owner deems the organization of the Contractor or its management, or the manner in which Contractor is performing the Work, to be manifestly incompetent or inadequate to complete the Work as specified. The Contractor shall pay the Owner for the cost of all such Work completed by the Owner.

3.17.5 Competent Performance of the Work

- A. The Contractor represents that it will conduct the Work in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Work through Final Completion. If, in the sole opinion of the Owner, the Contractor fails to perform the Work as represented, the Owner may, at its sole discretion, take charge of the Work and furnish and provide the labor, materials, and equipment necessary to complete the Work as planned within the required time if the Owner deems the organization of the Contractor or its management, or the manner in which Contractor is performing the Work, to be manifestly incompetent or inadequate to complete the Work as specified. The Contractor shall pay the Owner for the cost of all such Work completed by the Owner.

3.17.6 Encroachment on Outside Property

- A. The Contractor warrants that it shall not encroach on any rights or property of the public or adjoining property owners and shall hold the Owner harmless because of any encroachments that may result from the Contractor's lack of proper layout. If such an encroachment occurs, the Contractor agrees to remove any Work or portion thereof, that encroaches on the property of others, or that is built beyond legal building or setback limits, and shall rebuild the affected Work, or portion thereof, at the proper location, all without extra cost to the Owner.

3.17.7 Free and Clear Title

- A. The Contractor warrants that it has title to all equipment and materials furnished under the Contract where title will pass to the Owner, and that the equipment and materials passed to the Owner are free and clear of all liens, claims, security interests and encumbrances.

3.17.8 Performance of the Work

- A. The Contractor represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the acts required of it hereunder, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Contractor is a party or by which it is otherwise bound. The Contractor warrants that all items provided under the Contract shall be free from Defect and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry. The Contractor warrants that the Work will meet the functional and performance requirements defined in the Contract.

3.17.9 Safety Representation

- A. The Contractor represents and warrants to the Owner that it has the capacity to train and supervise its employees, Subcontractors and Suppliers to ensure the Work complies with all safety requirements of the Contract Documents. The Contractor shall be responsible for executing the necessary safety training and supervision of its employees and Subcontractors, and acknowledges that the Owner is not responsible for training or supervising the Contractor's employees, except when noted for the purpose of enforcing compliance with these safety requirements.

SECTION 3.18: TERM & TERMINATION

3.18.1 Term of Contract (Through Work Completion)

- A. The Contract shall be in force through completion of all Work, Final Acceptance and final payment, including resolution of all disputes, claims, or suits, if any. Certain provisions of this Contract may extend past termination including Warranty provisions.

3.18.2 Termination for Convenience

- A. The Owner shall have the absolute right to terminate in whole or part the Contract, with or without cause, at any time after Award upon written notification of such termination.
- B. In the event of termination for convenience, the Owner will pay the Contractor for all disbursements and expenses that the Contractor has incurred, or those for which it becomes obligated prior to receiving the Owner's notice of termination. Owner will also pay the Contractor costs incurred less the reasonable resale value, of materials or equipment that the Contractor has already ordered, obtained or fabricated in connection with the Contract.
- C. Upon receipt of such notice of termination, the Contractor shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that the Owner may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by the Owner.
- D. The Owner will have no liability to the Contractor for any cause whatsoever arising out of, or in connection with, termination (whether for convenience or default) including, but not limited to, lost profits, lost opportunities, or resulting change in business condition, except as expressly stated within these Contract Documents.

3.18.3 Termination for Default

- A. Owner may give the Contractor written notice to discontinue all Work under the Contract in the event that:
1. The Contractor assigns or subcontracts the Work without prior written permission;
 2. Any petition is filed or any proceeding is commenced by or against the Contractor for relief under any bankruptcy or insolvency laws;
 3. A receiver is appointed for the Contractor's properties or the Contractor commits any act of insolvency (however evidenced);
 4. The Contractor makes an assignment for the benefit of creditors;
 5. The Contractor suspends the operation of a substantial portion of its business;
 6. The Contractor suspends the whole or any part of the Work to the extent that it impacts the Contractor's ability to meet the Work schedule, or the Contractor abandons the whole or any part of the Work;
 7. The Contractor, at any time, violates any of the conditions or provisions of the Contract Documents, or the Contractor fails to perform as specified in the Contract Documents, or the Contractor is not complying with the Contract Documents;
 8. The Contractor attempts to willfully impose upon the Owner items or workmanship that are, in the Owner's sole opinion, defective or of unacceptable quality;
 9. The Contractor breaches any of the representations or warranties;
 10. The Contractor is determined, in the Owner's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to the Owner; or
 11. There is any material change in the financial or business condition of the Contractor.
- B. If, within twenty-four (24) hours after service of such notice upon the Contractor, an arrangement satisfactory to the Owner has not been made by the Contractor for continuance of the Work, the Owner may terminate the Contract.
- C. Once a Contractor is declared in default, the surety shall assume the Contractor's place in all respects and shall be paid by the Owner all monies, if any, due the Contractor at the time of such notice to discontinue, or any monies thereafter that may become due the Contractor in accordance with the terms of the Contract.

- D. If the Contractor fails to make arrangements satisfactory to the Owner within ten (10) days after service to the Contractor of a notice to discontinue Work, and in the case where a Payment Bond and a Performance Bond are in effect, the surety has not exercised its option, then without further notice to the Contractor or the surety, the Owner may terminate the Contract and shall have the power to complete the Work herein described as it may determine. In such a case, the Owner shall have the right to take possession of and use any of the materials, plant, tools, equipment, supplies and property of any kind provided by the Contractor for the purpose of this Work.
- E. The Owner will charge the expense of completing the Work to the Contractor and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Contractor. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Contractor shall pay the amount of such excess to the Owner upon notice of the expenses from the Owner. The Owner shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. The Owner will, however, make reasonable efforts to mitigate the excess costs of completing the Work.
- F. The Contract Documents shall in no way limit the Owner's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Contractor shall immediately surrender all Work records to the Owner. In such a case, the Owner may offset any money owed to the Contractor against any liabilities resulting from the Contractor's nonperformance.
- G. The Owner has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Contractor regarding its performance prior to default by Contractor for performance related issues.
- H. The Owner shall have no liability to the Contractor for termination costs arising out of the Contract, or any of the Contractor's subcontracts, as a result of termination for default.

SECTION 3.19: MISCELLANEOUS TERMS & CONDITIONS

3.19.1 Ambiguous Contract Provisions

- A. The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract. The rule commonly known as "Verba Fortius Accipiuntur Contra Proferentem" will not be applied to this Contract or any interpretation thereof.

3.19.2 Amendments

- A. This Contract may not be altered or amended except in writing, signed by the Owner and the Contractor, or each of their duly authorized representatives.

3.19.3 Choice of Law

- A. This Contract, and the rights and duties of the parties arising from or relating to this Contract or its subject matter, shall be construed in accordance with the laws of the State of Florida and the ordinances of the City of Wauchula without regard to its conflicts of provisions. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Florida, and further agree that the venue for any legal action brought by or filed against the Owner relating to any matter arising under this Contract shall be exclusively in that state or federal court, sitting in Hardee County, Florida that has jurisdiction over such legal actions.

3.19.4 Public Records Access

- A. Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Contractor shall keep and maintain public records required to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the City for refusal by Contractor to either provide public records to the City upon request, or to allow inspection and copying of all public records made or received by the Contractor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Contractor meets the definition of "contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - 1. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the City. If the City does not

possess the requested records, the City shall immediately notify Contractor of the request, and Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the City within a reasonable time, Contractor may be subject to penalties under s. 119.10, F.S.

2. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, Contractor shall transfer, at no cost to City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the services under this Agreement. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to City, upon request from the City's custodian of public records, in a format that is accessible by and compatible with the information technology systems of City.

D. THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS by telephone to the City Clerk at (863) 773-3535, by email at hsmith@cityofwauchula.com, or at the mailing address below:

City Clerk
126 South 7th Avenue
Wauchula, FL 33873

3.19.2 Cumulative Remedies

- A. Except as otherwise expressly provided in this Contract, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

3.19.3 Entire Agreement

- A. This Contract contains all of the understandings and agreements of the parties hereto in respect of the subject matter hereof as of the Effective Date of the Contract. Any and all prior understandings and agreements, expressed or implied, between the parties hereto in respect of the subject matter hereof shall be superseded hereby. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract.
- B. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Contractor shall, upon discovery, inform the Owner in writing of any conflict, error or discrepancy in the Contract Documents. Should the Contractor proceed with the Work prior to written resolution of the error or conflict by the Owner, all Work done is at the sole risk of the Contractor.

3.19.4 Expanded Definitions

- A. Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

3.19.5 Force Majeure

- A. No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of the Owner to secure approval, validation or sale of bonds; inability of the Owner or the Contractor to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.
- B. In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.
- C. In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected.

3.19.6 Headings

- A. The division of this Contract into sections, the insertion of headings and/or index numbers and the provision of a table of contents are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

3.19.7 Language and Measurements

- A. All communication between the Contractor and the Owner, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

3.19.8 Nonwaiver

- A. Failure by either party to insist upon strict performance of any of the provisions of the Contract will not release either party from any of its obligations under the Contract.

3.19.9 Publicity and Advertising

- A. The Contractor shall not take any photographs for the purpose of making any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from the Owner. The Owner is governed by the Florida Public Records Laws therefore all Contract Documents are available for public inspection. In addition, the Owner is governed by Florida Sunshine Laws and as such, certain meetings are required to be open to the public.

3.19.10 References

- A. Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

3.19.11 Relationship of the Parties

- A. The Contractor agrees that it shall perform the Work as an independent contractor and that it does not (a) have the power or authority to bind the Owner or to assume or create any obligation or responsibility, express or implied, on the Owner's part or in the Owner's name, except as may be authorized by the Owner under a separate written document, or (b) represent to any person or entity that it has such power or authority except as may be authorized by the Owner under a separate written document.

3.19.12 Severability

- A. In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect.

3.19.13 Subcontracting or Assigning of Contract

- A. Each party agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.
- B. The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the

Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Contractor shall be liable for all acts and omissions of its assignee or its Subcontractor.

3.19.14 Survival

- A. The obligations of the Owner and the Contractor under this Contract that are not, by the express terms of this Contract, fully to be performed during the Term, shall survive the termination of this Contract for any reason.

3.19.15 Third Party Agreements

- A. Unless otherwise agreed in writing by the Owner, the Owner shall have no obligation to enter into any third party agreements under this Contract. Such third party agreements shall include, but not be limited to: joint check agreements, and revocable or irrevocable letters of direction with sureties. In the event the Owner agrees to execute any such agreement(s), then such agreement(s) shall incorporate additional language as required by the Owner.

3.19.16 Time and Date

- A. Unless otherwise specified, references to time of day or date mean the local time or date in Wauchula, Florida. If under this Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for the Owner, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for the Owner.

3.19.17 Waiver of Claims

- A. A delay or omission by the Owner hereto to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by the Owner under this Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under, or breach of, this Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Contract.
- B. The Contractor's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of the Owner's rights under the Contract: approval or payment of any progress payments or any other payments, including final payment; issuance of the Certificate of Substantial Completion or Certificate of Contract Completion; any use or occupancy of the Work by the Owner; nor any correction of faulty or defective work by the Owner.

3.19.18 Inspector General Cooperation

- A. The contractor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

[END OF SECTION]

4. SUPPLEMENTAL CONDITIONS

There are no Supplemental Conditions included in the Bid Documents for this Project.

5. FORMS

SECTION 5.1: FORMS TO SUBMIT WITH BID

The following forms must be completed and included in the Bidder's response to this Solicitation. This list represents the forms only and does not include all information and items necessary to be responsive to the Bid Solicitation.

- 5.1.1 Bid Form
- 5.1.2 Bid Security
- 5.1.3 Bidder's Qualifications
- 5.1.4 Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
- 5.1.5 Drug-Free Workplace Certificate
- 5.1.6 Florida Trench Safety Act Acknowledgement
- 5.1.7 Non-Collusion Affidavit
- 5.1.8 Public Entity Crimes Statement
- 5.1.9 Tabulation of Subcontractors and Suppliers

SECTION 5.2: FORMS FOR CONVENIENCE

The following forms are included for convenience in the Bid Documents. The Owner may require additional forms during the performance of the Work:

- 5.2.1 Certificate of Final Completion Form
- 5.2.2 Certification of Substantial Completion Form
- 5.2.3 Change Order Form
- 5.2.4 Contractor's Application for Payment Form
- 5.2.5 Field Order Form
- 5.2.6 Notice of Award Form
- 5.2.7 Notice to Proceed Form
- 5.2.8 Payment Bond Form
- 5.2.9 Performance Bond Form
- 5.2.10 Work Change Directive Form

5.1.1 Bid Form

BIDDER'S COMPANY NAME: _____

PROJECT: City of Wauchula – Townsend Street Pedestrian, Roadway and Stormwater Improvements - FPID No. 442240-1

A. Bid Recipient

1. This Bid is submitted to:

City of Wauchula
Attn: Assistant City Manager
126 South 7th Avenue
Wauchula, FL 33873

2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bid Documents to perform all Work as specified or indicated in the Bid Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents.

B. Bidder's Acknowledgements

1. The Bidder accepts all of the terms and conditions of DIVISION 1: INSTRUCTIONS TO BIDDERS, including without limitation those dealing with the disposition of the Bid Security. The Bid will remain subject to acceptance for 120 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

C. Bidder's Representations

1. In submitting this Bid, the Bidder represents that:
 - a. The Bidder has received from the Issuing Office a complete set of Bid Documents and other related data identified in the Bid Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- b. The Bidder has examined and carefully studied the Bid Documents, Addenda, and the other related data identified in the Bidding Documents, and provided the information to Subcontractors and Suppliers who have provided quotations to the Bidder for the Work.

- c. The Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- d. The Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- e. The Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in DIVISION 1: INSTRUCTIONS TO BIDDERS, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in DIVISION 1: INSTRUCTIONS TO BIDDERS.
- f. The Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplemental examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bid Documents to be employed by the Bidder, and safety precautions and programs incident thereto.
- g. The Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bid Documents
- h. The Bidder is aware of the general nature of the Work to be performed by the Owner and others at the Site that relates to the Work as indicated in the Bid Documents.
- i. The Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bid Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bid Documents.
- j. The Bidder has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder has discovered in the Bid Documents, and the written resolution thereof by the Engineer is acceptable to the Bidder.

- k. The Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- l. Bidder certifies Bidder's authority and qualification to do business in the state where the Project is located, that the Bidder is an FDOT prequalified Contractor in good standing.

D. Bidder's Certification

1. Bidder certifies that:

- a. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- b. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- c. The Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- d. The Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish Bid Prices at artificial non-competitive levels, or (c) to deprive the Owner of the benefits of free and open competition;
 - iii. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Owner, a purpose of which is to establish Bid Prices at artificial, non-competitive levels; and
 - iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

E. Basis of Bid

1. The Bidder has reviewed DIVISION 6: TECHNICAL SPECIFICATIONS; and will complete the Work in accordance with the Contract Documents for the following price(s):
 - a. BASE BID

BID FORM TOWNSEND STREET PEDESTRIAN, ROADWAY, AND DRAINAGE IMPROVEMENTS FPID NO. 442240-1					
BID FORM	DESCRIPTION	UNIT	QTY.	BID UNIT PRICE	BID PRICE
ROADWAY/DRAINAGE PAY ITEMS					
101-1	MOBILIZATION	LS	1		
102-1	MAINTENANCE OF TRAFFIC	LS	1		
104-10-3	SEDIMENT BARRIER	LF	3557		
104-18	INLET PROTECTION SYSTEM	EA	31		
110-1-1	CLEARING AND GRUBBING	AC	4.36		
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	233		
120-1	REGULAR EXCAVATION	CY	535.3		
120-6	EMBANKMENT	CY	375.4		
160-4	TYPE B STABILIZATION	SY	828		
285-7-05	OPTIONAL BASE GROUP 5	SY	310		
327-70-1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	6093		
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	352.3		
400-1-2	CONCRETE CLASS I, ENDWALL	CY	3.3		
425-1-211	INLETS, CURB, TYPE 10, <10'	EA	2		
425-1-361	INLETS, CURB, TYPE P-6, <10'	EA	1		
425-1-485	INLETS, CURB, TYPE 8, PARTIAL	EA	1		
425-1-521	INLETS, DT BOT, TYPE C, <10'	EA	4		
425-1-541	INLETS, DT BOT, TYPE D, <10'	EA	9		
425-1-543	INLETS, DT BOT, TYPE D, J BOT, <10'	EA	4		
425-1-910	INLETS, CLOSED FLUME	EA	4		
425-2-71	MANHOLES, J-7, <10'	EA	5		
430-174-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE ELLIP/ARCH, 18"SD	LF	29		
430-175-112	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 12"	LF	4		
430-175-115	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 15"	LF	12		
430-175-118	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 18"	LF	268		
430-175-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24"	LF	736		
430-175-130	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 30"	LF	342		
430-175-136	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 36"	LF	4		
430-175-215	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE ELLIP/ARCH, 15"S/CD	LF	189		
430-175-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE ELLIP/ARCH, 18"S/CD	LF	161		
430-174-230	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE ELLIP/ARCH, 30"S/CD	LF	74		
430-185-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, JACK & BORE, 24" S/CD	LF	91		
430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	1		
430-982-625	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 18" CD	EA	2		
430-982-633	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 30" CD	EA	1		
430-984-625	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 18" SD	EA	2		
520-1-10	CONCRETE CURB AND GUTTER, TYPE F	LF	2348		
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	667		
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	528		
524-1-19	CONC DITCH PAVT, 3", REINFORCED	SY	24		
527-2	DETECTABLE WARNING	SF	67		
530-3-4	RIPRAP, RUBBLE, F&I DITCH LINING	TN	7.4		
571-1-11	PLASTIC EROSION MAT, TRM, TYPE 1	SY	28		
1050 31206	UTILITY PIPE - POLY VINYL CHLORIDE, F&I, WATER,	LS	1		
16444800	FIRE HYDRANT, RELOCATE	EA	1		

BID FORM TOWNSEND STREET PEDESTRIAN, ROADWAY, AND DRAINAGE IMPROVEMENTS FPID NO. 442240-1					
BID FORM	DESCRIPTION	UNIT	QTY.	BID UNIT PRICE	BID PRICE
SIGNING AND PAVEMENT MARKING PAY ITEMS					
700-1-11	SINGLE POST SIGN, F&I GM, <12 SF	AS	1		
700-1-50	SINGLE POST SIGN, RELOCATE	AS	1		
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	60		
710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12"	LF	321		
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	SF	127		
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	1		
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	321		
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	127		
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	1		
	CONTINGENCY (10% OF TOTAL)	LS	1		
				TOTAL	

_____ (\$ _____)
 (words) (numerals)

The Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

F. Time of Completion

1. The Bidder agrees that the Work will be substantially complete within 60 calendar days after the issuance of the Notice to Proceed, and completed and ready for final payment in accordance with the Contract Documents within 90 calendar days after the date when the Contract Time commences to run. The Contract Time will be extended 30 calendar days for each Additive Alternative accepted by the Owner.
2. The Bidder accepts the provisions of the Agreement as to liquidated damages.

G. Attachments to This Bid

1. The following documents are submitted with and made a part of this Bid:
 - a. DIVISION 5: FORMS – Bid Form
 - d. DIVISION 5: FORMS – BidSecurity
 - c. DIVISION 5: FORMS – Bidder’s Qualifications
 - d. DIVISION 5: FORMS – Bidder’s Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years
 - e. DIVISION 5: FORMS – Drug-Free Workplace Certificate
 - f. DIVISION 5: FORMS – Florida Trench Safety Act Acknowledgement
 - g. DIVISION 5: FORMS – Non-Collusion Affidavit
 - h. DIVISION 5: FORMS – Public Entity Crimes Statement
 - i. DIVISION 5: FORMS – Tabulation of Subcontractors and Suppliers
 - j. Evidence of authority to do business in the State of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

FDOT Pre-qualification Date:_____.

H. Defined Terms

1. The terms used in this Bid with initial capital letters have the meanings stated in DIVISION 1: INSTRUCTIONS TO BIDDERS and DIVISION 4: SUPPLEMENTAL CONDITIONS.

I. Bid Submittal

1. This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____ (SEAL)

(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

State Contract License No. _____

A Corporation

Corporation Name: _____

_____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Corporate Seal)

Attest _____

(Signature of Corporate Secretary)

Date of Qualification to do business in Florida is ____/____/____.

State Contractor License No. _____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20_____.

State Contractor License No. _____.

5.1.2 Bid Security Form

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum _____ (Words) _____ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

- A. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the Owner upon default of the Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
- B. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bid Documents (or any extension thereof agreed to in writing by the Owner) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents.
- C. This obligation shall be null and void if:
 - i. The Owner accepts the Bidder's Bid and the Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by the Owner) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents, or
 - ii. All Bids are rejected by the Owner, or
 - iii. The Owner fails to issue a Notice of Award to the Bidder within the time specified in the Bid Documents (or any extension thereof agreed to in writing by the Bidder and, if applicable, consented to by Surety when required by Paragraph E hereof).
- D. Payment under this Bond will be due and payable upon default by the Bidder and within 30 calendar days after receipt by the Bidder and the Surety of written notice of default from the Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- E. The Surety waives notice of any and all defenses based on or arising out of any time extension to issue the Notice of Award agreed to in writing by the Owner and the Bidder, provided that the total time for issuing the Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid Due Date without the Surety's written consent.
- F. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph D above is received by the Bidder and the Surety and in no case later than one year after the Bid Due Date.
- G. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- H. Notices required hereunder shall be in writing and sent to the Bidder and the Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- I. The Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

- J. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

- K. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

5.1.3 Bidder's Qualifications

The Bidder warrants the truth and accuracy of all statements and answers herein contained.
(Include additional sheets if necessary.)

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

- A. LICENSE #, FDOT Prequalification Date, and COMPANY'S NAME: _____
- B. CO. PHYSICAL ADDRESS: _____
- C. TELEPHONE NUMBER: (____) _____ D. FAX: (____) _____
- E. Bidding as an; individual: _____; a partnership: _____; a corporation: _____; a joint venture: _____.
- F. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and addresses of venturers and the same if any venturer is a corporation for each such corporation, partnership, or joint venture:

- G. Your organization has been in business (under this firm's name) as a _____
_____ for how many years? _____
- H. Describe and give the date and owner of the last three government projects you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity). Include contact name and phone number:

- I. Have you ever been awarded additional time to complete work awarded to you during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.

- J. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.

K. Have you ever failed to complete work awarded to you? If so, state when, where (contact name, address, phone number) and why?

L. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:

M. Name three individuals, governmental entities, or corporations for which you have performed similar work and to which you refer. Include contact name and phone number:

N. What specific steps have you taken to examine the physical conditions at or contiguous to the site, including but not limited to, the location of existing underground facilities?

O. What specific physical conditions, including but not limited to, the location of existing underground facilities have you found which will, in any manner, affect cost, progress, performance, or finishing of the work?

P. Will you subcontract any part of this Work? If so, describe which major portion(s):

Q. If any, list (with contract amount) MBE/WBE's to be utilized:

R. What equipment do you own to accomplish this Work?

S. What equipment will you purchase/rent for the Work? (specify which)

T. List the following in connection with the Surety which is providing the Bond(s):

Surety's Name: _____

Surety's Address: _____

Name, address and phone number of Surety's resident agent for service of process in Florida:

Phone: () _____

5.1.5 Drug-Free Workplace Certificate

I, the undersigned, in accordance with Florida Statutes 287.087, hereby certify that

(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, 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 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

Authorized Signature

Date Signed

State of: _____

County of: _____

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

Personally known _____ or Produced Identification _____
Specify Type of Identification

Signature of Notary

My Commission Expires: _____

5.1.6 Certificate of Compliance with the Florida Trench Safety Act

The Bidder acknowledges sole responsibility for complying with the Florida Trench Safety Act (Act) and Occupational Safety and Health Administration's excavation safety standard 29 CFR 1926.650 (Subpart P as amended). The Bidder further acknowledges that included in the various items of the Proposal and in the Total Base Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Bidder further identifies the costs to be summarized below:

	Trench Safety Method (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Extended Cost	Unit Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
				Total:	

Failure to complete the above may result in the Bid being declared non-responsive. The costs indicated above are provided to comply with the Act and shall not constitute grounds for any additional compensation to that listed for the separate line items of the Proposal Form.

By: _____
Bidder: _____
Date: _____
Authorized Signature: _____

State of: _____

County of: _____

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

Personally known _____ or Produced Identification _____
Specify Type of Identification

Signature of Notary

My Commission Expires: _____

5.1.7 Non-Collusion Affidavit of Prime Bidder

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

Name

1. He/She is _____ of _____, the
Bidder that has submitted the attached bid;

Title

Company

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

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

4. Neither the said Bidder nor any of his/her officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or if any other Bidder; not has fixed any overhead, profit or cost element of the Bid Price, or the Bid Price of any other Bidder; not has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Wauchula, Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

Name

Title

Subscribed and sworn to before me this _____ day of _____, 20_____

Signature

Title

My commission expires _____

5.1.8 Sworn Statement Pursuant to 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.

1. This sworn statement is submitted to the City of Wauchula, Florida by

_____ (print individual's name and title)

for _____ (print name of entity submitting sworn statement)

whose business address is _____

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

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

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

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

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

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

(Signature)

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

Personally known _____

OR Produced Identification _____

Notary Public-State of _____

My commission expires _____

(Type of Identification)

(Printed, Typed or Stamped
Commissioned Name of Notary Public)

5.1.9 Tabulation of Subcontractors and Suppliers

The Undersigned states that the following is a full and complete list of the proposed Subcontractors and Suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

SUBCONTRACTOR OR SUPPLIER AND ADDRESS	MBE/WBE STATUS	CLASS OF WORK OR MATERIAL
1. _____ _____	_____	_____
2. _____ _____	_____	_____
3. _____ _____	_____	_____
4. _____ _____	_____	_____
5. _____ _____	_____	_____
6. _____ _____	_____	_____
7. _____ _____	_____	_____
8. _____ _____	_____	_____

BIDDER: _____
By: _____
Name: _____
Title: _____
Date: _____

5.2.1 Certificate of Final Completion

Project:	Owner: City of Wauchula	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

This Certificate of Final Completion applies to:

All Work under the Contract Documents:

The following specified portions:

Date of Final Completion

The Work to which this Certificate applies has been inspected by authorized representatives of the Owner, the Contractor and the Engineer, and found to be complete and final. The Date of Final Completion of the Project or portion thereof designated above is hereby declared.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

5.2.3 Change Order Form

No. _____

Date of Issuance: _____

Effective Date: _____

Project:	Owner: City of Wauchula	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____

\$ _____

Contract Price prior to this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

\$ _____

Contract Price incorporating this Change Order:

\$ _____

Original Contract Times: Working days Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

5.2.4 Contractor's Application for Payment Application for Payment No.:

	Application Period:	Application Date:
To (Owner): City of Wauchula	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

- 1. ORIGINAL CONTRACT PRICE \$ _____
- 2. Net change by Change Orders \$ _____
- 3. CURRENT CONTRACT PRICE (Line 1 ± 2) \$ _____
- 4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate) \$ _____
- 5. RETAINAGE:
 - a. _____% x \$ _____ Work Completed \$ _____
 - b. _____% x \$ _____ Stored Material \$ _____
 - c. Total Retainage (Line 5a + Line 5b) \$ _____
- 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ _____
- 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ _____
- 8. AMOUNT DUE THIS APPLICATION \$ _____
- 9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above) \$ _____

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____	Date: _____
-----------	-------------

Payment of: \$ _____
 (Line 8 or other - attach explanation of other amount)

is recommended by: _____ (Date) _____ (Date)
 (Engineer)

Payment of: \$ _____
 (Line 8 or other - attach explanation of other amount)

is approved by: _____ (Date) _____ (Date)
 (Owner)

Approved by: _____ (Date) _____ (Date)
 Funding Agency (if applicable)

Progress Estimate

Contractor's Application

For (contract):					Application Number:			
Application Period:					Application Date:			
A		B	Work Completed		E	F		G
Item	Description	Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
Specification Section No.			From Previous Application (C + D)	This Period				
	Totals							

Progress Estimate

Contractor's Application

For (contract):					Application Number:			
Application Period:					Application Date:			
A		B	Work Completed		E	F		G
Item	Description	Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
Specification Section No.			From Previous Application (C + D)	This Period				
Totals								

5.2.5 Field Order Form

No. _____

Date of Issuance:

Effective Date:

Project:	Owner: City of Wauchula	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Attention:

You are hereby directed to promptly execute this Field Order for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: _____
(Specification Section(s)) (Drawing(s) / Detail(s))

Description:

Attachments:

Engineer:	Date:
Receipt Acknowledged by (Contractor):	Date:

Copy to Owner

5.2.6 Notice of Award

Dated _____

Project:	Owner: City of Wauchula	Owner's Contract No.:
----------	----------------------------	-----------------------

Contract:	Date of Contract:
-----------	-------------------

Contractor:	Engineer's Project No.:
-------------	-------------------------

Bidder:

Bidder's Address: (send Certified Mail, Return Receipt Requested)

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is _____ Dollars (\$ _____)

_____ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within five (5) days of the date you receive this Notice of Award.

1. Deliver to the Owner fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds].
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Wauchula

Owner

By: _____

Authorized Signature

Title

Copy to Engineer

5.2.7 Notice to Proceed

Dated _____

Project:	Owner: City of Wauchula	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:
Contractor:		

Contractor's Address: (send Certified Mail, Return Receipt Requested)

You are notified that the Contract Times under the above contract will commence to run on_____. On or before that date, you are to start performing your obligations under the Contract Documents. The date of Substantial completion is_____and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is _____ and the number of days to achieve readiness for final payment is_____].

Before you may start any Work at the Site, you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must [add other requirements]:

Contractor _____

Owner _____

Received by: _____

Given By: _____
Authorized Signature

Title _____

Title _____

Date _____

Date _____

Copy to Engineer

5.2.8 Payment Bond

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

SURETY

Signature: _____ (Seal)

Name and Title:

_____ (Seal)

Surety's Name and Corporate Seal

(Space is provided below for signatures of additional parties, if required.)

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL SURETY

Company:

Signature: _____ (Seal)

Name and Title:

_____ (Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY (<i>Name, Address and Telephone</i>) Surety Agency or Broker: Owner's Representative (<i>Engineer or Other Party</i>):

5.2.9 Performance Bond

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____(Seal)

_____(Seal) Contractor's Name and Corporate Seal
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
 7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
 8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
 10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
 11. Definitions.
 - 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY (*Name, Address and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or Other Party*):

6. TECHNICAL SPECIFICATIONS

Refer to the following pages for
Technical Specifications related
to Watermain Installation.
Refer to Florida Department of
Transportation Standard
Specifications for Road and
Bridge Construction
(Latest Edition) for all other
specifications.

SECTION 15067

PLASTIC PIPE FOR PRESSURE SERVICE

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section includes materials and methods of installation of Plastic Pipe for pressure service as shown on the Drawings and as Specified herein.

1.02 SUBMITTALS

- A. Three certified copies of the tests made by the manufacturer or by a reliable commercial laboratory shall be submitted to the Engineer with each shipment of pipe.
- B. All submittals shall be in accordance with Specification 01340 - Shop Drawings, Project Data and Samples.

1.03 HANDLING AND STORAGE

- A. All pipe, fittings, valves, hydrants and accessories shall be loaded and unloaded by lifting with hoists or by skidding in order to avoid shock or damage. Under no circumstances shall materials be dropped. Pipe handled on skid ways shall not be rolled or skidded against pipe on the ground. Slings, hooks or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior surface or interior of the pipe.
- B. Materials, if stored, shall be kept safe from damage. The interior as well as all sealing surfaces of all pipe, fittings, and other appurtenances shall be kept free from dirt or foreign matter at all times. Valves and hydrants shall be drained and stored in a manner that will protect them from damage or freezing.
- C. Pipe stored outside and exposed to prolonged periods of sunlight shall be covered with canvas or other opaque material. Air circulation shall be provided under covering.
- D. Pipe shall not be stacked higher than the limits recommended by the manufacturer. The bottom tiers shall be kept off the ground on timbers, rails, or concrete. Pipe in tiers shall be alternated: bell, plain end; bell, plain end. Pipe shall not be stored close to heat sources.
- E. Gaskets shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis. Mechanical-joint bolts shall be handled and stored in a manner that will ensure proper use with respect to types and sizes.

PART 2 MATERIALS AND EQUIPMENT

2.01 PLASTIC PIPE

- A. Pipe for pressure service shall be Class 12454-A or B rigid PVC compound in accordance with the requirements of ASTM D1784. Pipe and appurtenances for use in potable water systems shall bear the seal of approval for potable water use of the National Sanitation Foundation or other accredited testing laboratory. All pipes shall have markings indicating pipe size, manufacturer's name, AWWA and/or ASTM specification number, working pressure, and production code.
- B. PVC pressure rated pipe having a nominal diameter between 1.5" and 3", shall be made of 2000 psi hydrostatic design stress compounds designated PVC 1120 and shall conform to ASTM D2241. PVC pipe shall be furnished in 20-foot lengths unless otherwise noted. PVC pipe shall have a standard dimension ratio of SDR 21 and a water pressure rating of 200 psi. Pipe couplings shall have a dimension ratio of SDR 21 and a water pressure rating of 200 psi. Pipe shall have both ends beveled for use with gasketed couplings or one end beveled and one end with a bell. Couplings and gaskets shall be furnished with each length of pipe. Rubber ring gaskets shall conform to ASTM D3139. Nontoxic gasket lubricant shall be as specified by the manufacturer.
- C. Pressure pipe 4-inches through 12-inches in diameter shall conform to the requirements of AWWA C900 for PVC pipe with cast iron pipe equivalent outside diameters. Pipe shall be pressure class 235 unless otherwise shown. Pipe shall have a minimum wall thickness equivalent to a dimension ratio of DR 18 unless otherwise shown. Pipe may be furnished with plain ends for use with elastomeric-gasket couplings or with one end plain and one end with a gasket bell. Couplings and gaskets shall be furnished with the pipe. Gaskets shall conform to ASTM D3139. Nontoxic gasket lubricant shall be as specified by the pipe manufacturer.
- D. Pressure pipe 14-inches through 36-inches in diameter shall conform to the requirements of AWWA C 905 for PVC pipe with cast iron pipe equivalent outside diameters. Pipe 16-inch through 24-inch shall have a minimum wall thickness equivalent to a dimension ratio of DR 18 unless otherwise shown. Pipe shall be pressure Class 235 unless otherwise shown. Pipe 30-inch through 36-inch shall have a minimum wall thickness equal to a dimension ratio of DR 21 unless otherwise shown. Pipe shall be pressure Class 200 unless otherwise shown. Pipe may be furnished with plain ends for use with elastomeric gasket couplings or with one end plain and one end with a gasket bell. Couplings and gaskets shall be furnished with the pipe. Gaskets shall conform to ASTM 1869. Non-toxic gasket lubricant shall be as specified by the pipe manufacturer.
- E. Polyethylene pipe 4" diameter and larger shall be high-density PE 3408 polyethylene resin per ASTM D 3350, Cell Classification 345464C, Class 160, DR 11, CPChem DriscoPlex 4000, 4300 or 4500 or an approved equal, meeting the requirements of

AWWA C906. All pipe materials used in potable water systems shall comply with NSF Standard 61. Outside diameters of water, reclaimed water and pressure sewer HDPE pipes shall be ductile iron size (DIPS).

2.02 FITTINGS

- A. Fittings for use with PVC pipe 3-inches through 24-inches in diameter shall be compact mechanical joint ductile-iron fittings conforming to the requirements of ANSI/AWWA C153/A21.53. Fittings for use with pipe 30-inches and larger shall be mechanical joint gray iron or ductile-iron conforming to the requirements of ANSI/AWWA C111/A21.11a. Bolts for use with mechanical joints shall conform to the requirements of the joint standard. Fittings shall be suitable for a working pressure of 150 psi.
- B. Exterior Coating. Fittings for buried service shall be coated with a bituminous coating approximately 1 mil thick. The finished coating shall be continuous, smooth, neither brittle when cold nor sticky when exposed to the sun and shall be strongly adherent to the pipe.
- C. Polyethylene Encasement. All buried ductile iron fittings shall be provided with a 4-mil thick cross-laminated high density polyethylene encasement or an 8-mil thick polyethylene encasement per ANSI/AWWA C105/A21.5.
- D. Fittings in exposed locations which are to be painted shall be primed with a universal shop primer suitable for use under the finish paint specified.
- E. Linings. Fittings shall have a cement-mortar lining conforming to the requirements of ANSI A21.4/AWWA C104 or a Protecto 401 ceramic epoxy depending upon the type of fluid being conveyed. Cement mortar linings shall be used for all ductile iron fittings conveying potable water and reclaimed water. Protecto 401 shall be used for all ductile iron fittings conveying wastewater sludge, backwash water, leachate, mixed liquor, sludge thickening water, and plant drain water.

2.03 RESTRAINED JOINTS

- A. Restrained Joints. Restrained joints for use with PVC pipe shall consist of retainer glands fabricated of ductile-iron conforming to ASTM A536. The gland shall be such that it can replace the standard mechanical joint gland and can be used with the standardized mechanical joint bell conforming to ANSI/AWWA A21.11/C111 and ANSI/AWWA A21-53/C153. The retainer glands shall have a pressure rating equal to that of the PVC pipe on which it is used.
- B. PVC push-on joints adjacent to restrained fittings shall be restrained using harness restraint devices. This harness restraint shall be split to enable installation of the restraint after the spigot has been installed into the bell. The restraint shall consist of a split ring that fits behind the bell, a split restraint ring that installs on the spigot and a number of tie bars to connect the other two parts. Restraint components shall be of ductile-iron conforming to ASTM A536. The restraint ring shall consist of a plurality

of individually activated gripping surfaces to hold the spigot and maximize restraint capability.

- C. Twist off nuts, sized same as the tee-head bolts shall be used to insure proper actuating of restraining devices.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Excavation. Excavate trenches as specified in Section 02200 - Earthwork
- B. All pipe and appurtenances shall be examined at the point of delivery. Material found to be defective due to manufacture or damage in shipment shall be rejected. Tests as specified in the applicable material standard may be performed to ensure conformance with the standard.

3.02 TRENCH CONSTRUCTION

- A. Alignment and Grade. The pipelines shall be laid maintained to the lines and grades established by Drawings and Specifications, with fittings, valves hydrants at the required locations unless otherwise approved by the Engineer. Valve-operating stems shall be oriented to allow proper operation. Hydrants shall be installed plumb.
- B. Underground Conflicts. Prior to excavation, investigation shall be made to the extent necessary to determine the location of existing underground structures and conflicts. Care shall be exercised to avoid damage to existing structures. When obstructions that are not shown on the drawings are encountered during the progress of work and interfere so that an alteration of the plans is required, the Owner's Representative will alter the Drawings or order a deviation in line and grade or arrange for removal, relocation, or reconstruction of the obstructions. When crossing existing pipelines or other structures, alignment and grade shall be adjusted as necessary, with the approval of the Owner's Representative, to provide clearance as required by the Owner's Representative to prevent future damage or contamination of either structure.
- C. Trench Construction. The trench shall be excavated to the required alignment, depth, and width. Trench preparation shall proceed in advance of pipe installation for only as far as necessary to allow proper pipe installation. The width of the trench at the top of the pipe shall be ample to permit the pipe to be laid and joined properly and allow the backfill to be placed as specified.
- D. PVC pipe shall be installed with pipe bedding and backfill as shown on the drawings.
- E. Holes for the bells shall be provided at each joint but shall not be larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the trench bottom. Other than noted previously, the trench bottom shall be true and even in order to

provide support for the full length of the pipe barrel, except that a slight depression may be provided to allow withdrawal of pipe slings or other lifting tackle.

- F. When excavation of rock is encountered, all rock shall be removed to provide a clearance of at least 6-inches below and on each side of all pipe, valves and fittings. When excavation is completed, a bed of sand, crushed stone or earth that is free from stones, large clods, or frozen earth, shall be placed on the bottom of the trench to the previously mentioned depths; leveled, and tamped. These clearances and bedding procedures shall also be observed for pieces of concrete or masonry and other debris of subterranean structures, such as masonry walls, piers, or foundations that may be encountered during excavation. This installation procedure shall be followed when gravel formations containing loose boulders greater than 8-inches in diameter are encountered. In all cases, the specified clearances shall be maintained between the bottom of all pipe and appurtenances and any part, projection, or point or rock, boulder, or stones of sufficient size and placement which, in the opinion of the Engineer could cause a fulcrum point.
- G. Should the trench pass over a sewer or other previous excavation, the trench bottom shall be sufficiently compacted to provide support equal to that of the native soil or conform to other regulatory requirements in a manner that will prevent damage to the existing installation.
- H. When the subgrade is found to be unstable or to include ashes, cinders, refuse, organic material, or other unsuitable material, such material shall be removed, to a minimum of at least 4-inches, or to the depth ordered by the Engineer and replaced under the directions of the Engineer with clean, stable backfill material. The bedding shall be consolidated and leveled in order that the pipe may be installed as specified.
- I. When the bottom of the trench or the subgrade is found to consist of material that is unstable to such a degree that, in the judgment of the Engineer it cannot be removed, a foundation for the pipe and/or appurtenance shall be constructed using piling, timber, concrete, or other materials at the direction of the Engineer.

3.03 DIRECTIONAL BORE

- A. Refer to FDOT Standards and Specifications Book, Section 555.

3.04 PIPE INSTALLATION

- A. The Contractor shall install all pipe in accordance with the recommendations of the pipe manufacturer and as specified herein.
- B. The Contractor shall take care in handling, storage and installation of pipe and fittings to prevent injury to the pipe or coatings. All pipe and fittings shall be examined before installation and pipe which is deemed to be defective by the Owner/Engineer shall not be installed.

- C. The Contractor shall thoroughly clean and keep thoroughly clean, all pipe and fittings prior to during and after installation.
- D. The Contractor shall lay the pipe to the lines and grades shown on the Contract Drawings with bedding and backfill as shown on the Drawings or called out in the Contract Documents. Blocking under the pipe shall not be permitted except through casing sleeves.
- E. The Contractor shall keep the open ends of all pipe closed with a tightly fitting plug when installation is not in progress or the potential exists for dirt or debris to enter the pipe.
- F. The pipe or accessories shall not be dropped into the trench under any circumstances.
- G. The Contractor shall construct all water mains pursuant to the provisions of "Recommended Standards for Water Works", Part 8, incorporated by reference in Rule 17-555.330(3), F.A.C.
- H. Proper implements, tools, and facilities shall be provided and used for the safe and convenient performance of the work. All pipe, fittings, and valves, and hydrants shall be lowered carefully into the trench by means of suitable tools or equipment in such a manner as to prevent damage to pipeline materials. Under no circumstances shall pipeline materials be dropped or dumped into the trench. The trench shall be dewatered prior to installation of the pipe.
- I. As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.
- J. Trench width at the top of pipe, bedding conditions, and backfill placement and compaction shall be such that design loadings on the pipe will not be exceeded.
- K. Joint Assembly. Pipe joints shall be assembled in accordance with the manufacturer's instructions.
- L. Pipe Deflection. When it is necessary to deflect pipe from a straight line in either the vertical or horizontal plane, or where long radius curves are permitted, the amount of deflection shall not exceed 75% of the amount recommended by the manufacturer.
- M. Pipe Cutting. Cutting pipe for the insertion of valves, fittings, or closure pieces shall be done in a neat, workmanlike manner without creating damage to the pipe. Ends shall be cut square and perpendicular to the pipe axis.
- N. Burrs shall be removed from spigots and ends shall be smoothly beveled. Field cut ends shall be marked for proper depth of joint assembly.
- O. Locator Tape. Install all plastic pipe with a locator tape of the type specified.

- P. Electronic Marker. Install electronic markers of the type specified for all buried piping at 24-inches below grade.
- Q. Thrust Restraint. All plugs, caps, tees, and bends, unless otherwise specified, shall be provided with reaction backing, or restrained joints as specified.
- R. Thrust-restraint design pressure shall be equal to 1.5 times the design pressure of the line.
- O. Locator Tape. Install all plastic pipes with a locator tape of the type specified.
- P. Electronic Marker. Install electronic markers of the type specified for all buried piping at 24-inches below grade.
- Q. Thrust Restraint. All plugs, caps, tees, and bends, unless otherwise specified, shall be provided with reaction backing, or restrained joints as specified.
- R. Thrust-restraint design pressure shall be equal to 1.5 times the design pressure of the line.

3.04 TESTING

- A. 48-hour notice is needed prior to testing. A letter stating the reasons testing should be scheduled ahead of other jobs must accompany all emergency testing requests.
- B. Owner's Representative and Contractor must be present for all testing, except for testing tapping valves and sleeves.
- C. All pressure pipe lines shall remain undisturbed for 24 hours to develop complete strength at all joints. All pipe lines shall be subjected to a hydrostatic pressure test for two (2) hours at full working pressure, but not less than 180 psi for water/reclaimed (150 psi for force main). Maximum length of pipe to be tested at one time is 2,600 feet. If line is longer than 2,600 feet and cannot be sectioned in 2,600 feet (max.) lengths, the allowable leakage will be figured at 2,600 feet.
- D. Allowable leakage shall be determined by AWWAC600 table for hydrostatic tests. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof; to maintain the test pressure after the air in the pipe line has been expelled and the pipe has been filled with water.
- E. All digging on the job site in the right-of-way must be completed before any testing of water or sewer. Any digging or boring across water or sewer lines after they have been tested may result in a retest of the lines at the Engineer's request.
- F. If any revisions or changes are made after initial testing, lines will be re-tested at the Engineer's request.

- G. Disconnect water supply during test.
- H. All force mains will be tested from the valves in the valve vault at the lift station to the point of connection whether it be against a valve on another force main or into a manhole.
- I. All services to be above ground during test. The services should be the correct length so they will be one (1) foot inside right-of-way line.
- J. All fire hydrant gate valves to be open during test.
- K. All visible leaks are to be repaired, regardless of the amount of leakage.
- L. Check gauge pressure periodically during test. If test pressure drops to 175 psi for water/reclaimed lines or to 145 psi for force mains during test, the line must be repumped back to 180 psi for water/reclaimed (150 psi force mains) and the amount of leakage measured. The test will continue on with the remaining time left. At the end of the test, the line must be repumped again back to 180 psi (150 psi for force main) and the amount of leakage measured and added to any previous leakage determined earlier in the test.
- M. After the line passes the test, the pressure will be blown off from the opposite end of line from the gauge location. Fire hydrants, services and end-of-line blow offs will be opened to demonstrate they were on line during the test.
- N. At end of test, the test gauge must return to zero. The pressure gauge must read 0 psi to a maximum of 300 psi in 5 psi increments.
- O. The section of line being tested must be identified on the charge sheet. The length and size of pipe, the exact area being tested and the valves being tested against, must be identified. Use Station numbers if available.
- P. A copy of the charge sheet will be given to the Owner's Representative and the Contractor at the end of the test.

END OF SECTION

SECTION 15100

VALVES AND APPURTENANCES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and install complete and ready for operation all valves and appurtenances as shown on the Drawings and as specified herein.
- B. All valves and appurtenances shall be of the size shown on the Drawings and to the extent possible, all equipment of the same type shall be from one manufacturer.
- C. All valves and appurtenances shall have the name of the maker and the working pressure for which they are designed cast in raised letters upon some appropriate part of the body.
- D. The equipment shall include, but may not be limited to, the following:
 - 1. Plug Valves
 - 2. Rubber Flapper Swing Check Valves
 - 3. Resilient Wedge Type Gate Valves
 - 4. Restrained Flange Adapter
 - 5. Manual Valve Actuators
 - 6. Small Gate Valves
 - 7. Ball Valves

1.02 DESCRIPTION OF SYSTEMS

- A. All of the equipment and materials specified herein are intended to be standard for use in controlling the flow of potable water, reclaimed water, chemicals, wastewater, etc., depending on the applications

1.03 QUALIFICATIONS

- A. All of the types of valves and appurtenances shall be products of well-established reputable firms who are fully experienced and qualified in the manufacture of the particular equipment to be furnished. The equipment shall be designed, constructed and installed in accordance with the best practices and methods and shall comply with these Specifications as applicable.

1.04 SUBMITTALS

- A. Submit to the Engineer within 30 days after execution of the contract a list of materials to be furnished, the names of the suppliers and the date of delivery of materials to the site.

- B. Complete shop drawings of all valves and appurtenances shall be submitted to the Engineer for approval in accordance with the requirements of Section 01340 - Shop Drawings, Project Data and Samples.

1.05 TOOLS

- A. Special tools, if required for normal operation and maintenance shall be supplied with the equipment.

PART 2 PRODUCTS

2.01 PLUG VALVES

- A. Eccentric Plug Valves 3"-36" shall meet or exceed the latest revision of AWWA Standard C517, and shall meet or exceed the requirements of this specification.
- B. Valves shall be of the non-lubricated eccentric type with resilient faced plugs and shall be furnished with end connections as shown on the plans. Flanges shall be per the ANSI B16.1 125 lb. standard. End-to-end length of flanged valves shall be per AWWA C517, Table 1. Mechanical joint ends shall be to the AWWA Standard C111-64.
- C. Bodies shall be of ASTM A126 Class B cast iron. Port area shall be 100% of standard pipe area. Published and/or calculated Cv flow data will not be accepted in lieu of 100% port area requirement. The body shall have minimal pooling, and provide complete flushing of the valve every time it cycles. Port of valve shall be rectangular. Round ported valves will not be accepted. Only VE option that will be considered is rectangular seated non 100% port valves. VE option of round port valves will not be accepted. The term "full port" shall represent 100% port.
- D. Seats shall be rectangular ported, 1/8" thick welded overlay of not less than 95% pure nickel. Seat area shall at least 1/2" wide and raised, with the raised surface completely covered with weld to insure that the plug face contacts only nickel.
- E. Plugs shall be solid one-piece castings of ASTM A536 ductile iron. The plug shall have a cylindrical seating surface eccentrically offset from the center of the plug shaft. The plug shall not contact the seat prior to 90% closed. The interference between the plug face and body seat, with the plug in the closed position, shall be externally adjustable in the field with the valve in the line under pressure. Plug shall be Chloroprene (CR), or other resilient facing suitable for the application.
- F. Bearings shall have sleeve type metal bearings and shall be of sintered, oil impregnated permanently lubricated type 316 ASTM A743 Grade CF8M. Non-metallic bearings shall not be acceptable.
- G. Grit Excluders in the form of PTFE washers at the upper and lower journals shall be provided to prevent the entry of grit and foreign solids into the bearing areas.

- H. Shaft seals shall be of the multiple V-ring type with a packing gland follower. Shaft seals shall be externally adjustable and repackable under pressure without removing the actuator or bonnet from the valve. An air gap shall exist between shaft packing and bottom of actuator for visual inspection, adjustment or complete replacement of packing without disturbing any portion of the valve or actuator except the packing gland follower. Valves utilizing O-ring seals or non- adjustable packing shall not be acceptable.
- I. Pressure ratings shall be 175 psi (1,207 kPa) on sizes 3"-12" (80-300mm) and 150 psi (1,034 kPa) for 14"-36" (350-900mm). Every valve shall be given a hydrostatic and seat test, with test results being certified when required by the specifications.
- J. Manual valves shall have lever or gear actuators and tee wrenches, extension stems, floor stands, etc., as specified. Valves 6" and larger shall be equipped with worm gear actuators in the horizontal position. Non-buried actuators shall clearly indicate valve position.
- K. Worm Gears shall be constructed in accordance AWWA C517. Actuators shall be enclosed in a cast iron housing with outboard seals to protect the bearings and other internal components. The actuator shaft and the quadrant shall be supported on permanently lubricated bronze bearings. Input shaft and fasteners shall be made of stainless steel.
- L. Externally adjustable open and closed position stops shall be provided. The adjustable closed position stop shall be used to set closing torque and provide adjustment to compensate for change in pressure differential or flow direction.
- M. Valves and gear actuators for buried or submerged service shall have seals on all shafts and gaskets on the valve and actuator covers to prevent the entry of water. Actuators shall be 90% grease filled. Actuator mounting brackets for buried or submerged service shall be totally enclosed and shall have gasket seals.
- N. Eccentric plug valves shall have a two year warranty from date of shipment. Manufacturers name shall be casted in body of valve and a metal tag containing a serial number shall be riveted to the valve for future parts identification.
- O. Valves and actuators shall be DeZurik PEF, Val-matic 5600R, or Clow F5400.

2.02 RUBBER FLAPPER SWING CHECK VALVES

- A. Check Valves 3"-36" shall meet or exceed the latest revision of AWWA Standard C508, and shall meet or exceed the requirements of this specification.
- B. Body to be ASTM A536 ductile iron for sizes 2"-12" and ASTM A126 Class B cast iron for sizes 14" and larger.
- C. Body Seat shall be on a 45 degree angle to the centerline of the pipe, permitting horizontal or vertical (flow up) installation. The valve shall be rated to 175 psi working pressure.

- D. Rubber Flapper to have a steel disc encapsulated with nitrile butadiene (NBR) rubber. The flapper is captured between the body and valve cover to permit the disc to flex open and closed. An integral "O-ring" shall be molded onto the face of the rubber flapper for positive sealing.
- E. Hinge Section of the rubber flapper shall be designed to accelerate closing due to an elastic spring effect. Nylon shall be integrally molded in the rubber to form a flexible joint giving the flapper a high cycle life.
- F. Dual Durometer design shall be used on the rubber flapper for sizes 2"- 12". The face of the rubber flapper shall have softer durometer rubber to assure tight closing at lower pressures. The back side and the hinge portions of the flapper are to have higher durometer rubber to accelerate closing.
- G. Valves shall be DeZurik CRF or GA Industries Rubber Flapper

2.03 RESILIENT WEDGE TYPE GATE VALVES

- A. Gate valves 2"-66" shall be resilient wedge type rated for 250 psig cold water working pressure. All ferrous components shall be ductile iron. Valves 3 in- 36 in. shall be in full compliance with ANSI/AWWA C515. The words "DI" or "Ductile Iron" shall be cast on the valve. The wedge shall be ductile iron encapsulated with EPDM rubber and provided with male type guides and polymer guide covers. Bolting shall be Type 304 stainless steel and shall be provided with hexagonal heads with dimensions conforming to ANSI B18.2.1. Metric size, socket head cap screws therefore are not allowed.
- B. Operating nut shall be constructed of ductile iron and shall have four flats at stem connection to assure even input torque to the stem.
- C. All gaskets shall be pressure energized O-rings.
- D. Stem shall be sealed by three O-rings. The top two O-rings shall be replaceable with valve fully open and while subject to full rated working pressure. O-rings set in a cartridge shall not be allowed.
- E. Valve shall have thrust washers located with (1) above and (1) below the thrust collar to assure trouble-free operation of the valve.
- F. All internal and external surfaces of the valve body and bonnet shall have a fusion-bonded epoxy coating, complying with ANSI/AWWA C550, applied electrostatically prior to assembly.
- G. Valves shall be certified to NSF/ANSI Standard 61.
- H. Valves shall be AMERICAN Flow Control's Series 2500 or 2500-1 Resilient Wedge Gate Valve.

2.04 RESTRAINED FLANGE ADAPTER

- A. Restrained flange adapters shall be of the size and pressure rating required for each installation and shall be suitable for use on either PVC, Steel, HDPE (with inserts) or ductile iron pipe.
- B. Restrained flange adapters shall be used in lieu of threaded or welded flanged spool pieces. Flange adapters shall be made of ductile iron conforming to ASTM A536, 65-45-12, and have flange bolt circles that are compatible with ANSI/AWWA C110/A21.10.
- C. Restraint for the flange adapter shall consist of a plurality of individual actuated gripping wedges to maximize restraint capability. Torque limited actuating screws shall be used to insure proper initial set of gripping wedges.
- D. The flange adapters shall be capable of deflection during assembly or permit lengths of pipe to be field cut to allow a minimum 0.6" gap between the end of the pipe and the mating flange without affecting the integrity of the seal. The joints shall be capable of deflecting between 5 degrees for 3-inch pipe and 0.5 degrees for 60-inch pipe.
- E. For PVC pipe, the flange adapter will have a pressure rating equal to the pipe.
- F. For Ductile Iron pipe, the flange adapter shall have a safety factor of 2:1 minimum.
- G. The restrained flange adapter is comprised of two rings. The first is the restraint ring which incorporates wedges around the circumference of the ring to grip the pipe firmly and securely. The wedge style of restraint offers enormous pullout strength when compared to set screw restraints. The resiliency of the wedge style restraint allows the flange adapter to withstand severe moment loads.

The second ring is the gasket ring which separates the seals dedicated to each sealing surface. This ring allows pipe to be cut to lengths in the field at a tolerance of 0.6 inch or more. And the gasket ring also enables the joint to deflect during assembly.
- H. The restrained flange adapter shall be coated with fusion bonded epoxy paint at the factory.
- I. The flange adapter shall be the Series 2100 Megaflange adapter as manufactured by EBAA Iron, Inc or approved equal.
- J. All flange adapters shall have a sufficient number of factory installed anchor studs to meet or exceed the test pressure rating for this project, 180 psi minimum.

2.05 MANUAL VALVE ACTUATORS

- A. General

1. All manual valve actuators shall conform to Section 3.8 of the AWWA C504 Standard Specification and shall be manually operated.
2. Actuators shall be capable of seating and unseating the disc against the full design pressure and velocity, as specified for each class, into a dry system downstream, and shall transmit a minimum torque to the valve. Actuators shall be rigidly attached to the valve body.
3. Valve actuators shall be provided, mounted and tested by the valve manufacturer.

B. Manual Actuators

1. Manual actuators shall have permanently lubricated, totally enclosed gearing with handwheel and gear ratio sized on the basis of actual line pressure and velocities. Actuators shall be equipped with handwheel, position indicator, and mechanical stop-limiting locking devices to prevent over travel of the disc in the open and closed positions. They shall turn counter-clockwise to open valves. Manual actuators shall be of the traveling nut, self-locking type and shall be designed to hold the valve in any intermediate position between fully open and fully closed without creeping or fluttering. Actuators shall be fully enclosed and designed to produce the specified torque with a maximum pull of 80 pounds in the handwheel or chainwheel. Actuator components shall withstand an input of 450 foot pounds for 30" and smaller and 300 foot pounds for larger than 30" size valves at extreme actuator positions without damage. Valves located above grade shall have handwheel and position indicator, and valves located below grade shall be equipped with a two inch (2") square AWWA operating nut located at ground level and a cast iron extension type valve box. Valve actuators shall conform to AWWA C504, latest revision.

2.06 SMALL GATE VALVES

- A. Gate valves 2-1/2-in in diameter and smaller in size, shall have flanged or threaded ends as required; and shall be brass conforming to Federal Specification WWV- 54, Type I or II, solid wedge, rising-stem-type gate valves as manufactured by Jenkins Bros. or equal products as manufactured by Crane, Fairbanks. Kennedy Valve Mfg. Co., or equal.

2.07 BALL VALVES

- A. Ball Valves sizes 1/2" to 4" shall be TYPE 21 and shall be of true union design with two-way blocking capability. All O-rings shall be EPDM or FKM with PTFE seats. PTFE seats shall have elastomeric backing cushion of the same material as the valve seals. Stem shall have double O-rings and be of blowout-proof design. The valve handle shall double as carrier removal and/or tightening tool. ISO mounting pad shall be integrally molded to valve body for actuation. The ball valves shall have a pressure rating of 230 psi for sizes 1/2" to 3" and 150 psi for 4" at 70 ° F. Type 21 Ball Valves must carry a two-year guarantee, as manufactured by Asahi/America, Inc.

- B. All ball valves used for chemicals prone to "off-gassing" (e.g. sodium hypochlorite, hydrogen peroxide) shall be vented to avoid entrapment of vapors.

PART 3 EXECUTION

3.01 INSTALLATION

- A. All valves and appurtenances shall be installed in the location shown, true to alignment and rigidly supported. Any damage to the above items shall be repaired to the satisfaction of the Engineer before they are installed.
- B. After installation, all valves and appurtenances shall be tested at least two hours at the working pressure corresponding to the class of pipe, unless a different test pressure is specified. If any joint proves to be defective, it shall be repaired to the satisfaction of the Engineer.
- C. Install all floor boxes, brackets, extension rods, guides, the various types of operators and appurtenances as shown on the Drawings that are in masonry floors or walls, and install concrete inserts for hangers and supports as soon as forms are erected and before concrete is poured. Before setting these items, the Contractor shall check all plans and figures which have a direct bearing on their location and he shall be responsible for the proper location of these valves and appurtenances during the construction of the structures.
- D. Pipe for use with flexible couplings shall have plain ends as specified in the respective pipe sections in Chapter 15.
- E. Flanged joints shall be made with high strength, low alloy Corten bolts, nuts and washers. Mechanical joints shall be made with mild corrosion resistant alloy steel bolts and nuts. All exposed bolts shall be painted the same color as the pipe. All buried bolts and nuts shall be heavily coated with two (2) coats of bituminous paint comparable to Inertol No. 66 Special Heavy.
- F. Prior to the installation of sleeve-type couplings, the pipe ends shall be cleaned thoroughly for a distance of 8 inches. Soapy water may be used as a gasket lubricant. A follower and gasket, in that order, shall be slipped over each pipe to a distance of about 6 inches from the end, and the middle ring shall be placed on the substantial completion date unless otherwise requested by the Owner.
- G. Valve boxes with concrete bases shall be installed as shown on the Drawings. Mechanical joints shall be made in the standard manner. Valve stems shall be vertical in all cases. Place a cast iron box over each stem with the base bearing on compacted fill and the top flush with final grade. Boxes shall have sufficient bracing to maintain alignment during backfilling. Knobs on the cover shall be parallel to pipe. Remove any sand or undesirable fill from valve box.

3.02 RESTRAINING CLAMPS AND TIE RODS ON PIPE RUN

- A. Restraining clamps and tie rods shall be used on all pipe runs, as directed by the Engineer and/or shown on the Drawings. Restraining devices shall be JCM Industries, Inc. - Sur-Grip, EBAA Iron, Inc. - Megalug, Romac, or approved equal. Other types shall be submitted to the Owner's Representative for approval.

3.03 SHOP PAINTING

- A. Ferrous surfaces of valves and appurtenances shall receive a coating of rust-inhibitive primer. All pipe connection openings shall be capped to prevent the entry of foreign matter prior to installation.

3.04 FIELD PAINTING

- A. All metal valves and appurtenances specified herein and exposed to view will be painted per Section 09900 with a color appropriate to its usage in accordance with the color code.

3.05 INSPECTION AND TESTING

- A. Completed pipe shall be subjected to a hydrostatic pressure test for two hours at 180 psi pressure. All leaks shall be repaired and lines retested as approved by the Owner's Representative. Prior to testing, the gravity pipelines shall be supported in an approved manner to prevent movement during tests.

END OF SECTION

SECTION 15062

DUCTILE IRON PIPE AND FITTINGS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Install within the project site all materials and incidentals including flanged joint, mechanical joint, push-on joint, and restrained joint ductile iron pipe and/or ductile iron restrained, flanged, or mechanical joint fittings for potable water mains, reclaimed water mains, wastewater treatment plant process piping, and gravity sewers, complete, as shown on the project drawings.
- B. The Contractor shall coordinate all deliveries with the related Vendor(s) in a manner not to impede construction.

1.02 SUBMITTALS

- A. All submittals shall be in accordance with Specification 01340 - Shop Drawings, Project Data and Samples.
- B. Except as otherwise shown on the Drawings, either push-on, mechanical, restrained, or flanged joints shall be used. Prior to commencing work, jointing systems for pipe shall be submitted to the Owner's Representative for approval.
- C. All ductile iron pipe and fittings to be installed under this Contract shall be inspected and tested at the foundry as required by the standard specifications to which the material is manufactured. Furnish in duplicate to the Owner's Representative sworn certificates of such tests and their results.
- D. Shop Drawings including layout drawings shall be submitted to the Owner's Representative for approval and shall include dimensioning, methods and locations of supports and all other pertinent technical specifications for all piping to be furnished. Layout Drawings shall be to scale, and shall clearly indicate the amount of pipe to be restrained from each fitting.
- E. The Contractor shall transmit from the Vendor to the Owner's Representative, the pipe manufacturer's certification of compliance with the applicable sections of the Specifications.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Pipe shall be supplied in lengths not in excess of 21-feet.

- B. Buried Pipe shall conform to ANSI/AWWA C150/A21.50 and ANSI/AWWA C151/A21.51, current editions. Below grade pipe 4 to 12-inches in diameter shall be rubber-ring type push-on joint or mechanical joint, pressure Class 350. Below grade pipe 14 to 20-inches in diameter shall be rubber-ring type push-on joint, Pressure Class 250. Below grade pipe 24-inches in diameter shall be rubber-ring type push-on joint, pressure Class 200. Below grade pipe 30 to 60-inches in diameter shall be rubber-ring type push-on joint, pressure Class 150.
- C. Mechanical joint fittings for 4 to 24-inch diameter ductile iron pipe shall be compact ductile iron cast in accordance with ANSI/AWWA C153/A21.53. The working pressure rating for the fittings shall be 350 psi.
- D. Mechanical joint fittings for 30 to 60-inch diameter ductile iron pipe shall be standard size ductile iron cast in accordance with ANSI/AWWA C110/A21.10. The working pressure rating for the fittings shall be 250 psi.
- E. Gaskets shall be EPDM (Ethylene-Propylene Dine Monomer) such as the "Fastite Gasket" of American Ductile Iron Pipe Co., or approved equal in conformance with ANSI/AWWA C111/A21.11, latest edition.
- F. All mechanical joints and push-on joints for pipe, fittings and valves on the wastewater treatment plant site shall be restrained. Restraints shall be Megalug by EBAA Iron, Romac, or equal. Restraints may also be American Ductile Iron Pipe's Fast Grip Gasket, U.S. Pipe's Field Lok Gasket, or equal.
- G. Below grade pipe shall have a one-mil coal tar enamel coating on the outside. The coal tar enamel shall be in accordance with ANSI/AWWA C151/A21.51.
- H. All buried ductile iron pipe and fittings shall be provided with a 4-mil thick cross laminated high density polyethylene encasement or an 8-mil thick polyethylene encasement per ANSI/AWWA C105/A21.5. Color of encasement shall be in accordance with painting specifications based on the service type of the pipe.
- I. Flanged ductile-iron pipe for above ground piping shall conform to current ANSI/AWWA C115/A21.15 with factory applied screwed long hub flanges except as otherwise specified hereinafter. Flanges shall be faced and drilled after being screwed on the pipe with flanges true to 90 degrees with the pipe axis and shall be flush with end of pipe conforming to ANSI B16.1, 125 pounds standard. Flanged pipe shall be special thickness Class 53.
- J. Flanged fittings shall be ductile as specified herein. Flanges and flanged fittings shall be flat face and shall conform to ANSI/AWWA C110/A21.10 for 350 psi pressure ratings between 4 and 24-inch diameter pipe and for 250 psi pressure ratings for 30 to 60-inch diameter pipe. Full face type 1/8-inch thick SBR rubber ring gaskets shall conform to ANSI/AWWA C111/A21.11.
- K. Bolts and nuts on flanged fittings shall be Grade B, ASTM A-307, cadmium plated and conform to ANSI B16.1 for Class 125.

- L. Pipe and fittings above grade, exposed to view in the finished work to be painted shall not receive the standard tar or asphalt coat on the outside surfaces but shall be shop primed on the outside with one coat of Koppers No. 621 rust inhibitive primer or approved equal. All other pipe and fittings shall be shop coated on the outside with a 1.0 mil thick bituminous coat in accordance with ANSI/AWWA C151/A21.51.
 - 1. Should portions of the pipe inadvertently be given the outside coating of coal tar enamel instead of the rust inhibitive primer as required for exposed piping, the surfaces shall be sealed with a non-bleeding sealer coat such as Inertol Tar Strop, or Mobil Anti-bleeding Aluminum Sealer. Sealing shall be part of the work of this section.
- M. All ductile iron pipe and fittings carrying potable water shall have a standard thickness cement lining and seal coats on their interiors in accordance with ANSI/AWWA C104/A21.4.
- N. All interior linings for potable water piping shall be EPA/NSF approved.
- O. Pipe and fitting manufacturers shall be the American Cast Iron Pipe Company, U.S. Pipe and Foundry Company, McWane, Tyler, or approved equal.

PART 3 EXECUTION

3.01 HANDLING PIPE AND FITTINGS

- A. Care shall be taken in loading, transporting, and unloading to prevent injury to the pipe or coatings. Pipe or fittings shall not be dropped. All pipe or fittings shall be examined before installation, and no piece shall be installed which is found to be defective. Any damage to the pipe coatings shall be repaired as directed by the Owner's Representative.
- B. All pipe and fittings shall be subjected to a careful inspection and hammer test just prior to being installed.
- C. If any defective pipe is discovered after it has been laid, it shall be removed and replaced with a sound pipe in a satisfactory manner at no additional expense to the Owner.

3.02 UNDERGROUND PIPE INSTALLATION

- A. Alignment and Grade: The pipelines shall be laid and maintained to lines and grades established by the Drawings and Specifications, with fittings, valves and hydrants at the required locations unless otherwise approved by the Owner's Representative. Valve-operating stems shall be oriented to allow proper operation. Hydrants shall be installed plumb.
- B. Underground Conflicts: Prior to excavation, investigation shall be made to the extent necessary to determine the location of existing underground structures and conflicts. Care shall be exercised to avoid damage to existing structures. When obstructions that are not shown on the drawings are encountered during the progress of the

work and interfere so that an alteration of the Drawings is required, the Owner's Representative will alter the Drawings or order a deviation in line and grade or arrange for removal, relocation, or reconstruction of the obstructions. When crossing existing pipelines or other structures, alignment and grade shall be adjusted as necessary, with the approval of the Owner's Representative, to provide clearance as required by federal, state, or local regulations or as deemed necessary by the Owner's Representative to prevent future damage or contamination of either structure.

C. Trench Construction:

1. Trench preparation shall proceed in advance of pipe installation for only as far as necessary to allow proper pipe installation. The width of the trench at the top of the pipe shall be ample to permit the pipe to be laid and joined properly and allow the backfill to be placed as specified.
2. Bedding shall be provided and compacted in accordance with the details shown on the Drawings.
3. Holes for the bells shall be provided at each joint but shall not be larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the trench bottom. Other than noted previously, the trench bottom shall be true and even in order to provide support for the full length of the pipe barrel, except that slight depression may be provided to allow withdrawal of pipe slings or other lifting-tackle.
4. When excavation of rock is encountered, all rock shall be removed to provide a clearance of at least 6-inches below and on each side of all pipe, valves, and fittings for pipe sizes 24-inches or smaller, and 9-inches for pipe 30- inches and larger. When excavation is completed, a bed of sand, crushed stone or earth that is free from stones, large clods, or frozen earth shall be placed on the bottom of the trench to the previously mentioned depths, leveled, and tamped. These clearances and bedding procedures shall also be observed for pieces of concrete or masonry and other debris or subterranean structures, such as masonry walls, piers, or foundations that may be encountered during excavation.
5. This installation procedure shall be followed when gravel formations containing loose boulders greater than 8 inches in diameter are encountered. In all cases, the specified clearances shall be maintained between the bottom of all pipe and appurtenances and any part, projection, or point of rock, boulder, or stones of sufficient size and placement which, in the opinion of the Engineer could cause a fulcrum point.
6. Should the trench pass over a sewer or other previous excavation, the trench bottom shall be sufficiently compacted to provide support equal to that of the native soil or conform to other regulatory requirements in a manner that will prevent damage to the existing installation.
7. When the subgrade is found to be unstable or to include ashes, cinders, refuse, organic material, or other unsuitable material, such material shall be removed, to a minimum of at least 3-inches, or to the depth ordered by the Engineer and replaced under the directions of the Engineer with clean, stable backfill material. The bedding shall be consolidated and leveled in order that the pipe may be installed as specified.
8. When the bottom of the trench or the subgrade is found to consist of material that is unstable to such a degree that, in the judgment of the Engineer it

cannot be removed, a foundation for the pipe and/or appurtenance shall be constructed using piling, timber, concrete, or other materials at the direction of the Engineer.

3.03 PIPE INSTALLATION

- A. Proper implements, tools, and facilities shall be provided and used for the safe and convenient performance of the work. All pipe, fittings, valves, and hydrants shall be lowered carefully into the trench by means of a derrick, ropes, or other suitable tools or equipment in such a manner as to prevent damage to pipeline material and protective coatings and linings. Under no circumstances shall pipeline materials be dropped off or dumped into the trench. The trench shall be dewatered prior to installation of the pipe.
- B. All pipe fittings, valves, hydrants, and other appurtenances shall be examined carefully for damage and other defects immediately before installation. Defective materials shall be marked and held for inspection by the Owner's Representative who may prescribe corrective repairs or reject the materials.
- C. All lumps, blisters, and excess coating shall be removed from the socket and plain ends of each pipe, and the outside of the plain end and the inside of the bell shall be wiped clean and dry and be free from dirt, sand, grit, or any foreign material before the pipe is laid.
- D. Foreign material shall be prevented from entering the pipe while it is being placed in the trench. During laying operations, no debris, tools, clothing, or other materials shall be placed in the pipe.
- E. As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.
- F. At times when pipe laying is not in progress, the open ends of pipe shall be closed by a watertight plug or other means approved by the Owner's Representative. When practical, the plug shall remain in place until the trench is pumped completely dry. Care shall be taken to prevent pipe flotation should the trench fill with water.
- G. Trench width at the top of pipe, bedding conditions, and backfill placement and compactions shall be such that design loadings on the pipe will not be exceeded.
- H. Joint Assembly: Pipe joints shall be assembled in accordance with the Manufacturer's instructions and the requirements of ANSI/AWWA C600.
- I. Pipe Deflection: When it is necessary to deflect pipe from a straight line in either the vertical or horizontal plane, or where long radius curves are permitted, the amount of deflection shall not exceed that shown in AWWA C600, latest edition.
- J. Pipe Cutting: Cutting pipe for the insertion of valves, fittings, or closure pieces shall be done in a neat, workmanlike manner without creating damage to the pipe or lining.

Ductile cast iron may be cut using an abrasive pipe saw, rotary wheel cutter, guillotine pipe saw, milling wheel saw, or oxyacetylene torch. Cut ends and rough edges shall be ground smooth and for push-on joint connections, the cut end shall be beveled.

K. Thrust Restraint:

1. All pipe joints, plugs, caps, tees, and bends shall be suitably restrained by attaching steel tie rods or restrained joints as specified.
2. Thrust-restraint design pressure shall be equal to the test pressure of the line.
3. Restrained mechanical joints utilizing setscrew retainer glands or steel harness and tie rods shall be used in place of concrete. Steel tie rods or other components of dissimilar metal shall be protected against corrosion by hand application of a bituminous coating or by encasement of the entire assembly within an 8-mil thick, loose polyethylene casing in accordance with ANSI/AWWA C105/A21.5.

3.04 ABOVE GROUND PIPE INSTALLATION

- A. Install pipe in horizontal or vertical planes, parallel or perpendicular to building surfaces unless otherwise shown. Support pipe and fittings to prevent strain on joints, valves and equipment. Install flanged joints so that contact faces bear uniformly on the gasket. Tighten bolts with relatively uniform stress.

3.05 TESTING

- A. Hydrostatic pressure and leakage test shall conform to Section 4 of AWWA C600, with the exception that the Contractor shall furnish all gauges, meters, pressure pumps and other equipment needed to test the line.
- B. The pressure required for the field hydrostatic pressure test shall be 180 psi for potable water lines and reclaimed water lines, and shall be 150 psi for force mains. The Contractor shall provide temporary plugs and blocking necessary to maintain the required test pressure of 180 psi or 150 psi. Corporation cocks at least 3/4-inches in diameter, pipe riser and angle globe valves shall be provided at each pipe dead-end in order to bleed air from the line. Duration of pressure test shall be at least two hours.
- C. The leakage test may be conducted at the same time as the pressure test, and shall be of not less than one hour duration. All leaks evident at the surface shall be repaired and leakage eliminated regardless of total leakage as shown by test. Lines which fail to meet tests shall be repaired and retested as necessary until test requirements are complied with. Defective materials, pipes, valves and accessories shall be removed and replaced. The pipe lines shall be tested in such sections as may be required. The line shall be filled with water and all air removed and the test pressure shall be maintained in the pipe for the entire test period by means of a force pump to be furnished by the Contractor. Accurate means shall be provided for measuring the water required to maintain this pressure. The amount of water required is a measure of the leakage.

- D. The amount of leakage which will be permitted shall be in accordance with AWWA C600 Standards for all pressure tests. No pipe installation shall be accepted if the leakage is greater than that determined by the following formula :

$$L = \frac{SD(P)^{1/2}}{133,200^*}$$

- L = Leakage in gallons per hour
S = Length of pipe in feet
D = Nominal diameter in inches
P = Pressure in psi

* Note: If 20-foot pipe lengths are used, factor to be 148,000

- E. Ductile iron pipe used for gravity sanitary sewers shall be tested for leakage by conducting infiltration tests, exfiltration tests, or low pressure air tests as specified in Section 02072 - Gravity Sewer Construction.

3.06 SURFACE PREPARATION AND PAINTING

- A. All piping and fittings exposed to view shall have their surfaces prepared and painted with a prime coat as defined in these Specifications. Surface preparation and shop priming is a part of the work of this Section.

END OF SECTION

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