



# **CITY OF VENICE, FLORIDA**

**Purchasing Department**

**401 W. Venice Avenue  
Venice, FL 34285**

## **Invitation to Bid**

**ITB Number 3049-16**

**Date of Issue: November 5, 2016**

**Submission Deadline: December 7, 2016 at 2:00 PM**

Title and Purpose of ITB:

**Lime Sludge Ponds Closure**

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VENICE, FLORIDA  
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**SEALS AND CERTIFICATIONS PAGE**

**ENGINEER:**  
Wade Trim  
8010 Woodland Center Boulevard  
Suite 1200  
Tampa, Florida 33614

<p>For: General, Civil, Mechanical:</p> <p style="text-align: center;">Ricardo G. Borromeo, P.E. License No. 67101</p>	

++ END OF SEALS AND CERTIFICATIONS PAGE ++

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## INVITATION TO BID

The City of Venice invites sealed bids from qualified bidders to provide the following goods or services, which is described in detail in the Specifications.

**Bid No.:** 3049-16

**Bid Title:** Lime Sludge Ponds Closure

**PROJECT DESCRIPTION:** Removal of the lime softening byproducts from an area that was used as a disposal site. Berms were built up around the area to contain the sludge. This sludge will be removed, hauled off to a landfill and clean fill brought in as a replacement. The site will be graded to achieve a positive drainage slope in accordance with the construction plans.

**BID OPENING LOCATION:** City of Venice, Venice City Hall, Community Hall, room # 114, 401 West Venice Ave., Venice FL 34285

**BID SUBMITTAL DEADLINE and BID OPENING DATE & TIME:** December 7, 2016 at 2:00 PM

**PRE-BID MEETING:** YES

**DATE & TIME:** November 15, 2016 at 2:00 PM

**LOCATION:** City of Venice Reverse Osmosis Water Treatment Plant, Building "C" Break Room, 200 North Warfield Ave., Venice FL 34285

Specifications and Bid documents are available by calling Onvia DemandStar at (800) 711-1712 or by their Internet address at <http://www.demandstar.com>. Proposers may also pick up Bid documents at the City of Venice Procurement- Finance Department, Room 204, 401 West Venice Ave., Venice Florida 34285, (941) 882-7422 at no charge.

A non-mandatory pre-bid meeting/site visit will be held on **November 15, 2016** at 2:00 p.m., City of Venice Reverse Osmosis Water Treatment Plant, Building "C" Break Room, 200 North Warfield Ave., Venice FL 34285. Representatives from the City will be present to discuss the overall project and the Invitation to Bid. **Interested Firms are encouraged to attend.**

All questions, comments, or concerns about this ITB must be submitted in writing to Mr. Peter Boers, Procurement- Finance Department, for the City of Venice, Room 204, 401 West Venice Avenue, Venice, FL 34285 or e-mail at [pboers@venicegov.com](mailto:pboers@venicegov.com) Mr. Boers is the only designated representative of the City authorized to respond to comments, questions, and concerns. The City will not respond to comments, questions or concerns addressed to any person other than Mr. Boers. If the City determines that a particular comment, question or concern necessitates a global response to all Proposers, the City will issue a clarifying

memorandum or addendum. **The final day that the City will accept questions will be November 30, 2016 by 1:00 p.m.**

Bids must be submitted in **four sets** and at least one set must bear an original signature, in a sealed envelope marked **“Invitation to Bid # 3049-16: “Lime Sludge Ponds Closure”** and mailed or delivered to the City of Venice- Purchasing Department, 401 W. Venice Ave. Room # 204, Venice, FL 34285, no later than the deadline specified. The City assumes no responsibility for bids received after the bid submittal time or at any location other than that specified, no matter what the reason. Late bids will be held unopened and will not be considered for award.

No bid will be received after the specified time for acceptance and no bidder may withdraw his bid within a period of ninety (90) days after the actual date of opening thereof.

Bids will be considered only from bidders who have the applicable license, if a license is required by the City of Venice and/or State of Florida, for the type of work specified. A copy of the applicable license must be submitted with bid if a license is required.

The City reserves the right to reject any or all bids in whole or in part, with or without cause, to waive any requirements, irregularities or technical defects therein, when it is deemed to be in the interest of the City.

CITY OF VENICE, FLORIDA

Publish: November 5, 2016  
November 9, 2016

City of Venice Utilities Department  
City of Venice, Florida

**Lime Sludge Ponds Closure**

INSTRUCTIONS TO BIDDERS

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## ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- A. Issuing Office: The office from which the Bidding Documents are to be issued and here the bidding procedures are to be administered.

## ARTICLE 2 – BIDS RECEIVED

- 2.01 Refer to the Invitation To Bid for information on receipt of Bids.

## ARTICLE 3 – LOCATION AND DESCRIPTION OF PROJECT

- 3.01 Refer to Section 01010, Summary of Work, in the General Requirements for the location and description of the Project.

## ARTICLE 4 – COPIES OF BIDDING DOCUMENTS

- 4.01 Refer to the Invitation To Bid for information on location where Bidders may examine and obtain the Bidding Documents.
- 4.02 (Not Used)
- 4.03 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 4.04 Owner and Engineer in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not grant permission for any other use.
- 4.05 Bidders who obtain solicitation documents from sources other than the Owner or download from <http://www.demandstar.com/> must officially register receipt of the solicitation with the City's Procurement – Finance Department in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Bidder may cause your submittal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued addenda. The Owner is not responsible for the accuracy of bid documents and information obtained from any source other than <http://www.demandstar.com/>.

## ARTICLE 5 – QUALIFICATIONS OF BIDDERS

- 5.01 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment therefor, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that Bidder has the necessary ability, plant, and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the times specified. A Bid may be rejected if Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.
- 5.02 To demonstrate qualifications to perform the Work, Bidder shall submit within 5 days after Bid opening, upon Owner's request, a separate Bidder Qualifications Statement that will be furnished by OWNER. An example of the Bidder Qualifications Statement is bound in the Project Manual.
- 5.03 Bidders shall be qualified to do business in the state where the Project is located or covenant to obtain such qualification prior to signing the Agreement.
- 5.04 Bids will be received only from contractors licensed or registered by the State of Florida.

## ARTICLE 6 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 6.01 Subsurface and Physical Conditions
- A. The Supplementary Conditions identify:
1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Engineer in preparation of the Bidding Documents.
  2. Those drawings of physical conditions relating to existing surface or subsurface structures (except Underground Facilities) which are at or contiguous to the Site, that have been utilized by Engineer in preparation of the Bidding Documents.
- B. Electronic copies of the reports and drawings referenced in Paragraph 6.01.A above will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions, has been identified and established in Paragraph SC-4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

6.02 Underground Facilities - Physical Conditions

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

6.03 Hazardous Environmental Condition

- A. Owner has no actual knowledge of a Hazardous Environmental Condition at the Site.

6.04 Provisions concerning responsibilities for the adequacy of data, furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unforeseen subsurface or physical conditions appear in Paragraphs 4.02, 4.03 and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

6.05 Other Related Data (Not Used)

6.06 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a Bid. Bidder shall fill all holes and clean up and restore the Site to its original conditions upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all Laws and Regulations relative to such explorations, investigations, tests, and studies.

6.07 A single Site visit has been scheduled following the pre-bid conference. No other Site visits will be allowed without Owner's approval.

6.08 (Not Used)

6.09 (Not Used)

6.10 It is the responsibility of Bidder, before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents and Addenda (if any);
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

- C. become familiar with and satisfy Bidder as to the Laws and Regulations that may affect cost, progress and performance of the Work;
- D. carefully study 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), if any, that have been identified in the Supplementary Conditions in Paragraph SC-4.02 as containing reliable “technical data”, and
  - 2. reports and drawings of Hazardous Environmental Condition identified at the Site, if any, that have been identified in the Supplementary Conditions in Paragraph SC-4.06 as containing reliable “technical data”;
- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in Bidding Documents with respect to the effect of such information, observation, and documents on
  - 1. the cost, progress and performance of the Work;
  - 2. the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents; and
  - 3. Bidder’s safety precautions and programs;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for the performance of the Work at the price(s) bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of work (if any) to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

6.11 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 6, that without exception the Bid is premised upon performing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, or procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work.

#### ARTICLE 7 – PRE-BID MEETING

7.01 A non-mandatory Pre-Bid Meeting will be held at the date and time indicated in the Invitation To Bid. Representatives of the Owner and Engineer will be present to discuss the Project. Owner will transmit to all prospective Bidders of record such Addenda as Owner considers necessary in response to questions raised at the pre-Bid conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### ARTICLE 8 – SITE AND OTHER AREAS

8.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment, to be incorporated into the Work are to be obtained and paid for by Contractor.

#### ARTICLE 9 – INTERPRETATIONS AND ADDENDA

9.01 All questions about the meaning or intent of the Bidding Documents shall be submitted to Owner in writing. To receive consideration, questions must be received by Owner by the date indicated in the Invitation To Bid. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents for receipt not later than three days prior to the date for the opening of Bids. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

9.02 Addenda may also be issued to clarify, correct or change the Bidding Documents as deemed advisable by Owner or Engineer. Such Addenda, if any, will be issued in the manner and within the time period stated in Paragraph 9.01 of these Instructions to Bidders.



## ARTICLE 10 – BID SECURITY

- 10.01 A Bid shall be accompanied by Bid security made payable to Owner in the amount of 5% of Bidder's maximum Bid price and in the form of Bid bond.
- 10.02 Bid bond shall be on the form bound in the Project Manual. Bid bond shall be issued by a surety complying with the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 10.03 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and complied with the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to sign and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and may retain from the Bid security an amount equal to the damages which Owner may suffer by reason of such failure. Said damages shall be the difference between that Bidder's Bid and the Bid of the next lowest, responsible and responsive Bidder, but such amount shall not exceed the Bid security amount, and, if there is no such next lowest, responsible and responsive Bidder, then the Bid security amount of that Bidder will be forfeited to the Owner as liquidated damages for such failure.
- 10.04 The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the ninety-first day after the Bid opening whereupon the Bid security furnished by such Bidders will be returned. The Bid security of Bidders whom Owner believes do not have a reasonable chance of receiving an award will be returned within seven days of the Bid opening.

## ARTICLE 11 – CONTRACT TIMES

- 11.01 The number of days within which Work is to be completed and ready for final payment (the Contract Times) are set forth in the Agreement.

## ARTICLE 12 – LIQUIDATED AND SPECIAL DAMAGES

- 12.01 Provisions for liquidated and special damages, if any, are set forth in the Agreement.

## ARTICLE 13 – SUBSTITUTE AND “OR EQUAL” ITEMS

- 13.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if accepted by Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submittal

of any such application by Contractor and consideration by Engineer is set forth in the General Conditions which may be supplemented in the General Requirements.

- 13.02 Refer to Section 01600, Material and Equipment, of the General Requirements for the period of time after the Effective Date of the Agreement during which the Engineer will accept applications for substitute items of material or equipment.

#### ARTICLE 14 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 14.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening submit to Owner a list of all such Subcontractors, Suppliers, other individuals, and entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor, Supplier, individual, and entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid price.
- 14.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other individuals or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 14.03 (Not Used)
- 14.04 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

#### ARTICLE 15 – PREPARATION OF BID

- 15.01 A Bid shall be made on the Bid Form bound in the Project Manual. The Bid Form shall not be separated from the Project Manual nor shall the Bid Form be altered in any way.
- 15.02 All blanks in the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein. In the case of optional alternatives the words “No Bid”, “No Change”, or “Not Applicable” may be entered. Ditto marks shall not be used.

15.03 A Bid shall be executed as stated below.

- A. A Bid by an individual shall indicate the Bidder's name and official address.
- B. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title shall appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be indicated.
- C. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be indicated.
- D. A Bid by a corporation shall be executed in the corporate name by an officer of the corporation and shall be accompanied by a certified copy of a resolution of the board of directors authorizing the person signing the Bid to do so on behalf of the corporation. The corporate seal shall be affixed and attested by the secretary or an assistant secretary of the corporation. The state of incorporation and the official corporate address shall be indicated.
- E. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be indicated below the signature.
- F. All names shall be printed in ink below the signature.
- G. If applicable, the Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located.
- H. Contractor's license or registration number, if any, shall be entered in the space provided on the Bid Form.

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

15.05 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be indicated.

15.06 In addition to the Bid Form, the forms listed in the Required Forms List, which are bound in the Project Manual, shall be submitted with the Bid. Each document shall be executed in the manner described in Paragraph 15.03 unless another manner is indicated.

#### ARTICLE 16 – BASIS OF BIDS; COMPARISON OF BIDS

16.01 Base Bid with Alternatives

- A. Bidder shall submit its Bid on the basis of a lump sum for the Base Bid and shall provide a separate Bid price for each additive alternative described in the Bidding Documents and as provided for on the Bid Form.
- B. For determination of the apparent low Bidder, Bids will be compared on the basis of the aggregate amount of the Base Bid, plus the additive alternative Bid prices providing the most features of the Work within the funds determined by the Owner to be available before Bids are opened. If the addition of another alternative Bid price in the listed order of priority would make the aggregate amount exceed such available funds for all Bidders, it will be skipped and the next subsequent alternative Bid price in a lower amount will be added if award thereon can be made within such funds.
- C. After the determination of the apparent low Bidder as stated, award in the best interest of the Owner may be made to said Bidder on its Base Bid and any combination of its additive alternative Bids for which Owner determines funds will be available at the time of award, provided that the award on any such combination of Base Bid and additive alternative Bids does not exceed the amount offered by any other Bidder for the same combination.

16.02 (Not Used)

16.03 Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.04 (Not Used)

#### ARTICLE 17 – SUBMITTAL OF BID

17.01 A Bid shall be received no later than the date and time prescribed and at the place indicated in the Invitation To Bid.

17.02 Bid shall be enclosed in an opaque sealed envelope plainly marked on the outside with the Project title, solicitation number, the name and address of the Bidder, and its license or registration number, if applicable. Bid shall be accompanied by Bid security and other required documents.

17.03 If the Bid is sent by mail or other delivery method, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation **“Invitation to Bid # 3049-16: “Lime Sludge Ponds Closure”**. A mailed Bid shall be addressed to:

*Procurement – Finance Department  
City of Venice – Procurement  
401 West Venice Ave., Room #204  
Venice, FL, 34285*

## ARTICLE 18 – MODIFICATION OR WITHDRAWAL OF BID

### 18.01 Withdrawal Prior to Bid Opening:

- A. A Bid may be withdrawn by an appropriate document duly executed, in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time fixed for the opening of Bids. Upon receipt of such written notice, the unopened Bid will be returned to the Bidder.

### 18.02 Modification Prior to Bid Opening:

- A. If a Bidder wishes to modify its Bid, Bidder must withdraw its initial Bid in the manner specified in Paragraph 18.01.A of these Instructions to Bidders and submit a new Bid.

### 18.03 Withdrawal After Bid Opening

- A. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.

## ARTICLE 19 – OPENING OF BIDS

19.01 Bids will be opened at the time and place where Bids are to be submitted and, unless obviously non-responsive, read aloud publicly. An abstract of the Bids will be made available to Bidders after the opening.

19.02 Bids received by mail or otherwise after the date and time specified for the opening of Bids will not be accepted. It will be the Bidder's responsibility to make arrangements for the return of their submittal at their expense.

## ARTICLE 20 – DISQUALIFICATION OF BIDDERS

20.01 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

## ARTICLE 21 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

21.01 All Bids shall remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of that period.

## ARTICLE 22 – EVALUATION OF BIDS AND AWARD OF CONTRACT

22.01 Owner reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable

inquiry and evaluation, to be not responsible. Owner also reserves the right to waive any informality not involving price, time or changes in the Work.

- 22.02 Owner reserves the right to reject any Bid not accompanied by specified documentation and Bid security.
- 22.03 Owner reserves the right to reject any Bid that, in its sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.
- 22.04 In evaluating Bidders, Owner will consider the qualifications of Bidders, whether or not their Bids comply with the prescribed requirements, the alternatives, if any, the lump sum and unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.
- 22.05 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 22.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to perform the Work in accordance with the Contract Documents. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 22.07 If a Contract is to be awarded, Owner will award the Contract to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected pursuant to Article 20 of the Instructions to Bidders or this Article 22.
- 22.08 A notice of intent for award will be posted for review by interested parties in City Hall or on the City's website prior to submission through the appropriate approval process to the appropriate level for final approval of award.

#### ARTICLE 23 – CONTRACT SECURITIES

- 23.01 Performance Bond shall be in the form "Construction Performance Bond". Payment Bond shall be in the form "Construction Payment Bond". The amounts of and other requirements for Performance and Payment Bonds are stated in Paragraph 5.01 of the General Conditions. The requirements for delivery of Bonds are stated in Paragraph 2.01 of the General Conditions. Additional requirements may be stated in the Supplementary Conditions.
- 23.02 (Not Used)

## ARTICLE 24 – CONTRACTOR'S INSURANCE

- 24.01 The requirements for Contractor's insurance are stated in Article 5 of the General Conditions and in the Supplementary Conditions. The requirements for delivery of certificates of insurance and other evidence of insurance are stated in Paragraph 2.01.B of the General Conditions.
- 24.02 Successful Bidder shall within 15 days from the date of the Notice of Award deliver to Owner, for review and approval, the required policies of insurance. Upon approval, the policies will be returned to the Bidder and Bidder shall submit certificates of insurance and other evidence of insurance to the Owner as stated in the General Conditions.

## ARTICLE 25 – SIGNING OF AGREEMENT

- 25.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner will deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

## ARTICLE 26 – NOTICE TO PROCEED

- 26.01 Issuance of the Notice to Proceed shall be as stated in Article 2 of the General Conditions.

## ARTICLE 27 – PARTNERING (Not Used)

## ARTICLE 28 – SALES AND USE TAXES

- 28.01 Refer to the Paragraph SC-6.10 of the Supplementary Conditions for information on Owner's exemption from sales and use taxes on materials and equipment to be incorporated into the Work. Do not include said taxes in Bid.

## ARTICLE 29 – LOCAL PREFERENCE

- 29.01 Unless otherwise noted in the solicitation, preference shall be given to a "local business" in the awarding of any Invitation to Bid (ITB), Request for Proposal (RFP) or Request for Qualifications (RFQ) in accordance with Section 2-217 of the City of Venice's Code. Local preference shall not apply to other types of solicitations unless explicitly stated in the subject solicitation.
- 29.02 "Local business" means the vendor has paid a local business tax to either Sarasota, Manatee, DeSoto or Charlotte County, whichever county the Bidder is located, if applicable prior to bid submission that authorizes the Bidder to provide the commodities or services to be purchased, and maintains a permanent physical business

address located within the limits of either Sarasota, Manatee, DeSoto or Charlotte County from which the Bidder operates or performs business, and at which at least one full time employee is located.

- 29.03 In addition, fifty percent (50%) or more of the employees based at the local business location must reside within Sarasota, Manatee, DeSoto or Charlotte County.
- 29.04 In the event the local office is not the primary location of the Bidder, at least ten percent (10%) of the Bidder's entire full-time employees must be based at the local office location. Alternatively, this requirement may be satisfied if at least one corporate officer, managing partner or principal owner of the Bidder resides in Sarasota, Manatee, DeSoto or Charlotte County.
- 29.05 Bidders wishing to be given preference as a local business must submit with their Bid, all of the Local Preference documentation identified in the "Required Forms Section" of the solicitation.
- 29.06 For local preference to be granted, the name of the company represented on the required forms must be the same as the name on the Local Preference documentation.
- 29.07 Information regarding Sarasota County's Local Business Tax can be found at [www.sarasotataxcollector.governmax.com](http://www.sarasotataxcollector.governmax.com).
- 29.08 In case of a Bid submitted by more than one entity, any one of those entities can qualify the Bid for the local preference. Sub-contractors or sub-consultants cannot qualify a Bid for local preference.

#### ARTICLE 30 – PUBLIC RECORDS/TABULATION

- 30.01 Bids are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within thirty (30) days after the bid opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An electronic tabulation will be posted on Demand Star at the Internet Website at <http://www.demandstar.com/>.

#### ARTICLE 31 – INDEMNIFICATION/HOLD HARMLESS

- 31.01 The Bidder shall defend, indemnify and hold the Owner, the Owner's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Bidder, its sub-consultants and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm representations as set forth in the proposal or any other failure of the elected firm's to comply with the



obligations on its part to be performed under this contract.

#### ARTICLE 32 - PUBLIC ENTITY CRIMES/NON-COLLUSIVE AFFIDAVIT

- 32.01 Each Bidder shall complete the Non-Collusive Affidavit and the Public Entity Crimes Form and shall submit the forms with the submittal. Owner considers the failure of the Bidder to submit these documents to be a major irregularity and may be cause for rejection of their submittal.
- 32.02 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a Bidder, supplier, Sub-Bidder, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 32.03 Termination for Cause: Any Agreement with the Owner obtained in violation of this Section shall be subject to termination for cause. A Sub-Bidder who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Sub-Bidder acceptable to the City.

#### ARTICLE 33 – GRATUITIES AND KICKBACKS

- 33.01 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.
- 33.02 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Bidder under a Contract to Bidder or higher tier Sub-Bidder any person associated therewith, as an inducement of the award of a subcontract or order.
- 33.03 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

## ARTICLE 34 – EQUAL EMPLOYMENT OPPORTUNITY

34.01 Bidder shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

## ARTICLE 35 – CONFLICT OF INTEREST

35.01 No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

- October 1, 1975
- Qualification for elective office
- Appointment to public office
- Beginning public employment

## ARTICLE 36 – DRUG FREE WORKPLACE

36.01 The Owner has adopted a policy in observation of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the Owner's workplace. The Owner requests the attached Drug Free Workplace Affidavit to accompany your response. This form has been adopted by the Owner in accordance with the Drug Free Workplace Act. The Owner will not disqualify any respondent who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tiebreaker when two or more separate entities have submitted proposals at the same price, terms and conditions.

## ARTICLE 37 – APPLICABLE LAWS

37.01 Interested parties are advised that all Owner contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable City Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail, as the basis for contractual obligations between the Bidder and the Owner for any terms and conditions not specifically stated

within the context of this contract.

ARTICLE 38 – DISCLOSURE – PUBLIC OFFICER, PUBLIC EMPLOYEE OR  
ADVISORY BOARD MEMBER OF OWNER

- 38.01 Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit any public officer, employee, or advisory board member of the Owner from holding any employment or contractual relationship with any business entity doing business with the Owner. Section 112.313(12) provides that a public officer, employee, or advisory board member will not be in violation of the prohibition if all three of the following conditions are met. The filing of the disclosure form with the Supervisor of Elections is the sole responsibility of the Proposer and must be filed prior to or at the time of submission of the proposal. A copy of the filed disclosure form shall be submitted as part of the proposal.
- 38.02 Bid is awarded under a sealed, competitive Bid to lowest or best Bidder system. Advisory board member is required to, prior to or at the time of the submission of the Bid, file a statement with the Supervisor of Elections, disclosing his interest and the nature of the intended business. The form is entitled "Form 3A Interest in Competitive Proposal for Public Business," a copy of which is available from the Owner's Procurement- Finance Department.
- 38.03 The public officer, employee, or advisory board member, spouse, or child is required to have in no way used or attempted to use his influence to persuade a member of the Owner or any of its personnel to enter into such a contract other than by the mere submission of the Bid.
- 38.04 The public officer, employee, or advisory board member, spouse, or child is required to have in no way participated in the determination of the Bid specifications or the determination of the lowest or best Bidder.

ARTICLE 39 – BID PROTESTS

- 39.01. In any case where a bidder wishes to protest either the results of, or the intended disposition of any bid, the bidder must:
- A. File a written notice to the city manager of the bidder's intention to protest within one business day of the bid opening or the city's declaration of intent with regard to the disposition. Upon receipt of a protest, the bid process shall be suspended until the protest procedure herein described has been completed.
  - B. Within five days of filing the written notice of intent to protest, the protester shall file a formal written protest with the city manager, acting as the bid protest officer, explaining in detail the nature of the protest and the grounds on which it is based. During this five-day period, the protester is encouraged to attempt to resolve the issue with the finance department.

- C. The protester must include with the formal written protest a bid protest bond in the form of a certified check, cashier's check or money order made payable to the city in an amount equal to five percent of the lowest acceptable bid or \$5,000.00 whichever is less. The bond will be deposited with the cashier's office where it will be put into an account and the protester will receive a receipt.

39.02 Upon timely receipt of the formal written protest and protest bond:

- A. The bid protest officer shall issue formal findings of fact and a written decision with regard to the validity or nonvalidity of the formal written protest within ten business days of the city's receipt of the protest.
- B. Within two business days of receipt of the formal findings of fact and written decision, the city shall notify the protester of the decision of the bid protest officer. Such notification shall be transmitted via certified return receipt mail.

39.03 Should the protest be found to be without merit or validity, the bid protest bond shall be forfeited to the city in its entirety, and the bid process may resume. If a decision favorable in whole or in part to the protest is rendered, a check for the full amount of the bond will be returned to the protester.

#### ARTICLE 40 – SCRUTINIZED COMPANIES

40.01 Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. Any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after July 1, 2011, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under Subsection 287.135(5), F.S., or has been placed on either of the aforementioned lists. The Owner agrees to comply with the requirements of Section 287.135, F.S. in connection with the implementation of the Project.

Engineer: Wade Trim  
8010 Woodland Center Blvd.  
Suite 1200  
Tampa, Florida 33614

+ + END OF INSTRUCTIONS TO BIDDERS + +

BID FORM

CITY OF VENICE  
LIME SLUDGE PONDS CLOSURE

TABLE OF ARTICLES

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Bidder's Certifications
5. Basis of Bid
6. Time of Completion
7. Attachments to this Bid
8. Defined Terms
9. Bid Submittal
10. Required Forms

ARTICLE 1 - BID RECIPIENT

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an AGREEMENT with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the price(s) and within the times indicated in this Bid and in accordance with the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER. Bidder will sign the AGREEMENT and will furnish the required contract security, and other required documents within the time periods set forth in the Bidding Documents.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, if any, and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No.	Date Received	Addendum No.	Date Received
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- B. 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.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. 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 in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions identified at the Site, if any, which that have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary 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 Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. 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 Bidding Documents.
- G. Bidder is aware of the general nature of work (if any) to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding 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.

3.02 Bidder further represents that:

- A. this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding;
- C. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER; and
- D. No person or persons acting in any official capacity for the OWNER are directly or indirectly interested in this Bid, or in any portion of the profit thereof.

#### ARTICLE 4 – BIDDER’S CERTIFICATIONS

4.01 Bidder certifies that:

- A. this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid
- C. Bidder; has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of the Paragraph 4.01.D;
  - 1. Corrupt practice” means the offering, giving, or soliciting of anything of value likely to influence the action of a public official in the bidding process

2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
3. "Collusive practice" means to scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
4. "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.

#### ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):



**ITB 3049-16**

Item No.	Estimated Quantity	Unit	Description	Unit Bid Price (In Numbers)	Total Amount (In Numbers)
1	30,000	TON	Lime sludge removal		
2	4,300	CYD	Grading of Berm Material		
3	50,000	CYD	Import and Placement of Fill Material		
4	2,700	SY	Asphalt Restoration		
5	1	LS	Mobilization and Demobilization		
6	1	LS	Maintenance of Traffic and Traffic Control		
			<b>BASE BID SUBTOTAL</b>		
7	1	LS	General Conditions (Max 5% of Base Bid Subtotal)		
8	1	LS	Owner's Allowance	\$ 100,000	\$ 100,000
9	1	LS	Permit Fee Allowance	\$ 100	\$ 100
			<b>BASE BID TOTAL</b>		

TOTAL BID PRICE written in words:
Name and address of bidding firm:
_____ Signature and title of authorized individual signing bid

Bidder agrees to furnish and install equipment from the above circled manufacturers in accordance with the provisions and under the terms of the Contract Documents.

**NAME OF BIDDER:** \_\_\_\_\_

**BIDDER'S SIGNATURE:** \_\_\_\_\_

**CURRENT LICENSE NUMBER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

- 5.04 Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.
- 5.05 Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price items will be based on actual quantities of Unit Price Work determined as provided in the Contract Documents.
- 5.06 All specified cash allowances are included in the price(s) set forth above and have been completed in accordance with Paragraph 11.02 of the General Conditions.

#### ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 210 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 240 calendar days after the date when the Contract Times commence to run, which days will be entered by OWNER into the AGREEMENT as the Contract Times.
- 6.02 Bidder accepts the provisions of the AGREEMENT as to liquidated and special damages, if any, in the event of failure to complete the Work within the Contract Times.

#### ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
  - A. Required Bid security.
  - B. Required Bidder Qualifications Statement with supporting data.
  - C. Miscellaneous Bid Forms

#### ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions and Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted on \_\_\_\_\_, 20\_\_ by:

If Bidder is:

Individual

Name (Typed or Printed): \_\_\_\_\_

By \_\_\_\_\_  
(Individual's Signature)

Doing business as \_\_\_\_\_

License or Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ Facsimile: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of General Partner - Attach evidence of authority to sign)

(Name (Typed or Printed): \_\_\_\_\_

License or Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ Facsimile: \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Signature - Attach evidence of authority to sign)

Name and Title (Typed or Printed): \_\_\_\_\_

(CORPORATE  
SEAL)

Attest: \_\_\_\_\_  
(Secretary)

License or Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Limited Liability Company

By: \_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(State of Formation)

By: \_\_\_\_\_  
(Signature of Member/Authorized to Sign)

\_\_\_\_\_  
(Printed or Typed Name and Title of Member Authorized to Sign)  
(Attach evidence of authority to sign.)

License or Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Facsimile: \_\_\_\_\_

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_

(Signature of First Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): \_\_\_\_\_ (Title)

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_

(Signature of Second Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): \_\_\_\_\_ (Title)

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

Business Address: \_\_\_\_\_

Phone and FAX number and address for receipt of communications to joint venture:

Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

## ARTICLE 10 – REQUIRED FORMS

### Required Forms Check List: ITB# 3049-16: Lime Sludge Ponds Closure

- Proposal Bond
- Local Preference Form
- Qualifications Statement
- Co-operative Procurement with Other Jurisdictions
- Form 3A- Interest in Competitive Bid for Public Business
- Indemnification/Hold Harmless
- FDEP & U.S. EPA Construction Notices of Intent (NOI)
- Statement of References for Contractor
- Contractor’s Statement of Sub-contractors
- Drug Free Workplace Certification
- Non-Collusive Affidavit
- Public Entity Crime Information
- Statement of “No Bid” (if applicable)

**All required forms are included in this package. All forms must be filled out and returned with the firm’s proposal.**

**Failure to do so will result in the firm being considered non-responsive and their proposal will be disallowed.**

**Mark N/A if not applicable to your firm**

**PROPOSAL BOND**

*\*Not to be completed if a certified check is submitted.*

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,

\_\_\_\_\_ as Principal,

and \_\_\_\_\_ as Surety

are held and firmly bound unto the City of Venice, Florida, in the sum of

\_\_\_\_\_ \$\_\_\_\_\_, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Principal and Surety for work specified as:

\_\_\_\_\_

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and specifications provided heretofore, all within Sarasota County, is accepted and the bidder shall within ten (10) days after notice of said award, enter into a contract, in writing, and furnish the required Performance Bond with surety or sureties to be approved by the Director of Purchasing, this obligation shall be void; otherwise the same shall be in full force and virtue by law and the full amount of this Proposal Bond will be paid to the City as stipulated or liquidated damages.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

**Principal must indicate whether corporation, partnership, company, or individual.**

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title. The person signing for a corporation must, by affidavit, show his authority to bind the corporation.



## HOW DO I DETERMINE “LOCAL PREFERENCE”

The following questions will help you determine local preference for your company. Please answer questions 1 through 4 **FIRST**. If you answer **NO** to any questions 1 through 4, local preference does **NOT** apply.  
**ONLY** if you answer **YES** to questions 1 through 4, may you proceed to question 5.  
If you answer **YES** to any questions 5 through 7, local preference applies.  
If you are unsure of how to answer any questions, please contact the City of Venice’s Purchasing Department at 941-486-2626.

### Questions 1 – 4

1. Have you paid a local business tax either to Sarasota, DeSoto or Charlotte County (Manatee County does not have a local business tax) authorizing your company to provide goods or services described in this solicitation ?

**YES**  If “yes”, proceed to question 2.

**NO**  **If “no”, STOP, local preference does not apply.**

\* If the name on the local business tax receipt is not the same as the name on the bid/solicitation submittal, local preference does not apply.

2. Does your company maintain a permanent physical business address located within the limits of Sarasota, Manatee, DeSoto or Charlotte County ?

**YES**  If “yes”, proceed to question 3.

**NO**  **If “no”, STOP, local preference does not apply.**

3. Does your local business office (identified in question 2) have a least one full time employee ?

**YES**  If “yes”, proceed to question 4.

**NO**  **If “no”, STOP, local preference does not apply.**

4. Do at least fifty percent (50%) of your company employees who are based in the local business location (identified in question 2) reside within Sarasota, Manatee, DeSoto or Charlotte County ?

**YES**  If “yes”, proceed to question 5.

**NO**  **If no, STOP, local preference does not apply.**

### Questions 5 – 7

5. Is your local business office (identified in question 2) the primary location (headquarters) of your company ?

**YES**  **If “yes”, STOP, local preference applies.**

**NO**  If “no”, proceed to question 6.

6. If the local business office (identified in question 2) is not the primary location of your company, are at least ten percent (10%) of your company's entire full-time employees based at the local office location ?

**YES**  **If "yes", STOP, local preference applies**

**NO**  If "no", proceed to question 7

7. If your local business office is not the primary location of your company, does at least one corporate officer, managing partner or principal owner of the company reside in Sarasota, Manatee, DeSoto or Charlotte County ?

**YES**  **If "yes", STOP, local preference applies**

**NO**  If "no", local preference does not apply.

**QUALIFICATIONS STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

**SUBMITTED TO:** CITY OF VENICE  
Procurement- Finance Department  
401 W. Venice Avenue  
Venice, Florida 34285

**CHECK ONE:**  
 Corporation  
 Partnership  
 Individual  
 Joint Venture  
 Other

**SUBMITTED BY:**  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PRINCIPLE OFFICE: \_\_\_\_\_

State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: \_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_

If the Offeror is a corporation, answer the following:

- a. Date of Incorporation: \_\_\_\_\_
- b. State of Incorporation: \_\_\_\_\_
- c. President's Name: \_\_\_\_\_
- d. Vice President's Name: \_\_\_\_\_
- e. Secretary's Name: \_\_\_\_\_
- f. Treasurer's Name: \_\_\_\_\_
- g. Name and address of Resident Agent: \_\_\_\_\_

If Offeror is an individual or partnership, answer the following:

- a. Date of Organization: \_\_\_\_\_
- b. Name, address and ownership units of all partners:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. State whether general or limited partnership: \_\_\_\_\_

If Offeror is other than an individual, corporation partnership, describe the organization and give the name and address of principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
If Offeror is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

How many years has your organization been in business under its present business name?  
\_\_\_\_\_

a. Under what other former names has your organization operated?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_



SS.

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

\_\_\_\_\_  
(Name of Notary Public: Print, stamp, or type as commissioned)

Personally known to me, or  Produced Identification: \_\_\_\_\_  DID take an oath, or  DID NOT take an oath

**COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS**

The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment or services being proposed in this invitation to bid at prices bid unless otherwise noted on the proposal sheet.

Yes \_\_\_\_\_ No \_\_\_\_\_

**AUTHORIZED SIGNATURE**

By submission of the ITB, the undersigned certifies that:

1. He/She has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Venice, Florida employee or official or to any current consultant to the City of Venice, Florida;
2. He/She has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract to any broker or agent or any other person;
3. The prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
4. He/She has the full authority of the Offeror or to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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# FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME — FIRST NAME — MIDDLE INITIAL			OFFICE / POSITION HELD
MAILING ADDRESS			AGENCY
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

## WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; AND where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, *if and when applicable* to a public officer or employee.

## INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS *(Required by § 112.313(12)(b), Fla. Stat.)*

1. The competitive bid to which this statement applies has been / will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:	NAME ▼	POSITION ▼
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods, and / or services to be supplied specifically include: _____		
b. The realty, goods, and / or services will be supplied for the following period of time: _____		
c. Will the contract be subject to renewal without further competitive bidding? <input type="checkbox"/> Yes <input type="checkbox"/> No. If so, how often?		
6. Additional comments:		
7. SIGNATURE	DATE SIGNED	DATE FILED

## FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Department of State in Room 316, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

**NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.017, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.**

CE FORM 3A — REV. 1-95

***THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER***

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**INDEMNIFICATION/HOLD HARMLESS**

The elected firm shall (if required by City) defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected firm, its Sub-Offers and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm's representations as set forth in the proposal or any other failure of the elected firm to comply with the obligations on its part to be performed under this contract.

I, \_\_\_\_\_, being an authorized representative of the firm of  
\_\_\_\_\_ located at City  
\_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_ Phone:  
\_\_\_\_\_ Fax: \_\_\_\_\_. Having read and  
understood the contents above, hereby submit accordingly as of this Date,  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature or for the contract period, whichever is longer.

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**CITY OF VENICE, FLORIDA**  
**FDEP & U.S. EPA CONSTRUCTION NOTICES OF INTENT (NOI)**

The undersigned bidder acknowledges the requirement of the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP) which have published the rules for NPDES General Permits for stormwater discharges from construction sites and said bidder agrees to assist the owner in the preparation of these permits and associated plans. The bidder acknowledges that he has taken these permits and associated construction costs into account in the preparation of his lump sum bid. These permits are mandated under Section 402(p) of the Clean Water Act for "Stormwater Discharge from Construction Activities (including clearing, grading, and excavation activities) that result in the disturbance of five (5) or more acres total land area, including areas that are part of a larger common plan of development or sale." The EPA has published summary guidance for: "Developing Prevention Plans and Best Management Practices" (EPA 833-R-92-001, October 1992).

The EPA permit format is a *Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity to be covered under a NPDES Permit*, and it is to be submitted according to the NOI instructions. The Stormwater Pollution Prevention Plan which must accompany the NOI must be signed by authorized representatives of the contractor and subcontractors as well as the facility Owner. Copies of the EPA NOI must be provided to state and local agencies who have issued stormwater management, grading, or land alteration permits or approvals.

An NOI must also be submitted to the Florida Department of Environmental Protection, NPDES Stormwater Notices Center, MS 2510, 2600 Blair Stone Road, Tallahassee, FL 32399. FDEP forms may be downloaded from the State's web site <http://www.dep.state.fl.us/water/stormwater/npdes/> or phone 850-921-9870 if you have questions.

Acceptance of the bid to which this certification and disclosure applies in no way represents the Owner or its Representative has evaluated and thereby determined that the information is adequate to comply with the applicable U.S. EPA or FDEP requirements nor does it in any way relieve the contractor of its sole responsibility to comply with the applicable U.S. EPA and FDEP requirements, including inspection of all control measures at least once each week and following any storm (rainfall) event of 0.5 inches or greater and maintaining reports of each inspection.

Bidder (Company): \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**BY SIGNATURE BELOW OF AUTHORIZED REPRESENTATIVE, CONTRACTOR ACKNOWLEDGES RECEIPT OF A COPY OF CITY ORDINANCES 95-12 and 96-09 AND AGREES TO ABIDE BY THE REQUIREMENTS OF SAID ORDINANCES.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed name/title:

## **ORDINANCE 95-12**

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9, HEALTH AND SANITATION, ARTICLE IV, DISPOSAL OF EXCRETA, SECTION 9-71, DISCHARGE OF RAW SEWAGE INTO STORMWATER; DELETING ARTICLE V, PROHIBITED STORMWATER DISCHARGES; ADDING CHAPTER 19, WATER AND SEWERS, ARTICLE VI, STORMWATER QUALITY; DELETING CHAPTER 15, STREETS AND SIDEWALKS, ARTICLE IV, EXCAVATIONS, SECTION 15-53, STORM DRAINAGE AND POLLUTION; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, control of stormwater runoff is necessary from individual lots that do not require a permit from the Southwest Florida Water Management District and requiring compliance with the provisions of the Clean Water Act 33 U.S.C.1251 et.seq., as amended by the Water Quality Act of 1987; and

**WHEREAS**, the City is desirous of complying with its U.S. Environmental Protection Agency National Pollutant Discharge Elimination System Permit and its Stormwater Master Plan, therefore, stormwater runoff and any discharge to the City storm sewer system will be closely monitored and regulated; and

**WHEREAS**, the control of stormwater runoff is the responsibility of each individual property owner; and

**WHEREAS**, the City is desirous of controlling stormwater runoff and insuring compliance with the Comprehensive Plan.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:**

**SECTION 1.** Chapter 9, Water and Sewers, Article IV, Disposal of Excreta, Section 9-71, Discharge of Raw Sewage into Storm Sewer, is amended to read as follows:

**Sec. 9-71. Discharge of raw sewage into storm sewer.**

It shall be unlawful for any person to discharge raw sewage or to discharge the effluent of and from any septic tank into the storm sewer system of the city or to construct or maintain any system of drainage, pipes, conduits or other apparatus whereby raw sewage or the effluent of and from any septic tank shall or may be discharged into or through the storm sewer system of the city.

**SECTION 2.** Chapter 9, Water and Sewers, Article V, Prohibited Stormwater Discharges, is deleted in its entirety.

**SECTION 3.** Chapter 19, Water and Sewers, Article VI, Stormwater Quality is added to read as follows:

### **ARTICLE VI. STORMWATER QUALITY**

**Sec. 19-141. Definitions.**

As used in this article "industrial stormwater" means stormwater runoff from a site with industrial activities, as defined under 40 CFR Section 122.26(a)(14) U.S. Environmental Protection Agency regulation.

As used in this article "construction sites" refers to all sites.

As used in this article, "illicit discharge" is any discharge of anything other than stormwater to the municipal separate storm sewer system (MS4) or the waters of the State of Florida or the United States.

As used in this article "industrial wastewater" refers to liquids used by an entity in their course of business, that if discharged to the MS4, would degrade the quality of stormwater.

**Sec. 19-142. Disposal of industrial stormwater discharges.**

The following types of discharges to the municipal separate storm sewer of the city must be controlled as indicated.

(1) **Industrial wastewater/illicit discharge:** Industrial wastewater/illicit discharge may not be discharged to the city's municipal separate storm sewer system.

(2) **Industrial stormwater:** As required to comply with NPDES regulations, the quality of industrial stormwater which is discharged through the city's municipal separate storm sewer system may be subject to regulation or permitting, and any violation of such regulation or permit may be subject to an order to immediately cease such discharge.

**Sec. 19-143. Runoff stormwater and Best Management Practice (BMPs) for construction sites.**

BMPs shall be implemented as necessary, to insure that all discharges from construction activities are in compliance

with the City of Venice EPA/NPDES Stormwater Permit and the Stormwater Master Plan, or the SWFWMD Permit or EPA's NPDES Construction Activity General Permit, whichever is most stringent in its requirements.

**Best Management Practices include but are not limited to, the following requirements:**

- (a) All site grading shall be conducted in such a manner that all stormwater management facilities located adjacent to the site are not altered in any way which will diminish their designated flow or pollutant removal capacity or the shape of the drainage facility.
- (b) Maintenance of vegetative buffers or use of a silt fence and/or staked hay bales which minimize erosion and retain sediment on site, shall be implemented prior to any construction activities taking place at sites which discharge to surface water or the municipal separate storm sewer system (MS4). These controls, when utilized, shall be secured and properly maintained during construction activities until the site has been stabilized with sod and/or seed and mulch. A double silt fence may be required as an additional measure to insure that discharges from the site are in compliance with water quality standards as established by the EPA/NPDES Stormwater Permit. Undisturbed vegetative buffers shall be maintained intact to the maximum extent possible to reduce erosion and the discharge of sediment from stormwater runoff. All areas of exposed soil shall be stabilized within 72 hours of attaining final grade.
- (c) Storm sewer systems (eg. inlets, pipes and ditches, etc.) adjacent to the site must be protected by a silt fence and/or staked hay bales during construction, to keep solids from entering conveyance systems.
- (d) Vehicles such as concrete or dump trucks and other construction equipment shall not be washed at locations where the runoff will flow directly into a lake, wetland, watercourse or stormwater conveyance system. Special areas must be designated for washing vehicles. In all new subdivisions, a wash area may be established by the owner/developer which can be used by the site contractor and home builders. If established, wash areas shall be located where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin. Gravel or rock bases are recommended for temporary holding or seepage basins, to minimize mud generation. Underdrains shall be installed where infiltration basins are provided as required by the owner/developer's engineer or the Southwest Florida Water Management District. Upon completion of the project, the wash areas shall be graded and stabilized and any trash or waste shall be collected and disposed of properly.
- (e) Fuel, chemicals, cements, solvents, paints, topsoil, or other potential water pollutants shall be stored in areas where they will not cause runoff pollution. Toxic chemicals and materials, such as pesticides, paints, and acids, must be stored in accordance with manufacturer's guidelines. Groundwater resources shall be protected from leaching by placing a plastic mat, packed clay, tar paper, or other impervious material on any areas where toxic liquids are to be opened and stored.
- (f) A minimum of one permitted driveway must be established prior to construction and shall be used as the only access for ingress/egress during construction in order to provide minimum disturbance of drainage facilities and vegetative cover on site.

**Sec. 19-44. Owner responsibility for stormwater runoff.**

- (a) The control of stormwater runoff is the responsibility of each individual property owner.
- (b) Any property owner constructing or causing to be constructed any building which requires an elevated slab and the elevation of the building pad is higher than that of adjoining properties, will control stormwater runoff during construction. Likewise, any property that is filled more than twelve inches above the adjacent property must provide additional control measures for stormwater during construction. Upon completion of the work, all stormwater runoff shall flow to its natural preconstruction drainage swale, ditch, etc., or be retained in a retention or detention pond(s) designed and constructed for that purpose.
- (c) For any construction where the elevation of the building pad or site fill will be higher than adjoining properties, construction plans certified by a professional engineer registered with the State of Florida, retained by the property owner, will be provided to the City prior to issuance of a building permit.
- (d) Any single lot not covered under Southwest Florida Water Management District rules, exceeding forty-five percent in impervious coverage (including buildings, drives, sidewalks, patios, etc.) shall require stormwater retention facilities to be designed by a Florida registered engineer. The design is to meet the City of Venice EPA/NPDES Permit requirements for quantity and quality of treatment.
- (e) The property owner's engineer will be required to certify to the City Engineer that construction was completed in accordance with the certified plans, prior to issuance of a Certificate of Occupancy.
- (f) All improvements to property affecting stormwater drainage must be done in compliance with the City's Comprehensive Plan.

**Sec. 19-145. Illicit discharges.**

It shall be unlawful for any person to discharge anything other than stormwater into the city's municipal separate storm sewer system whether such discharges occur through piping connections, runoff, exfiltration, infiltration,

seepage, or leaks. No person may maintain, use, or establish any direct or indirect connection to any storm sewer owned by the city that results in any discharge in violation of any provision of federal, state, city, or other law or regulation. This provision is retroactive to January 1, 1995, and applies to connections made prior to the effective date of this provision, regardless of whether made under a permit, or other authorization, or whether permissible under laws or practices applicable or prevailing at the time the connection was made.

No materials other than those composed entirely of stormwater shall be disposed of, dumped, or spilled into the city's municipal separate storm sewer system, whether such materials are in a solid or liquid form.

**Sec. 19-146. Inspections.**

It shall be the duty of the city engineer or designee to carry out all inspections, surveillance, and monitoring procedures necessary to determine compliance with this article.

SECTION 4. Chapter 15, Streets and Sidewalks, Article IV, Excavations, Section 15-53, Storm Drainage and Pollution, is deleted in its entirety.

SECTION 5. To the extent of any conflict between the provisions of this Ordinance, and any other Ordinance, Resolution, or Agreement of the City of Venice, Florida, the provisions of this Ordinance shall prevail.

SECTION 6. Severability. If for any reason a provision of this Ordinance or the application thereof to any person, group of persons, or circumstances is held invalid, the invalidity shall not effect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the Ordinance are severable.

SECTION 7. Effective Date. This Ordinance shall take effect immediately upon its adoption, as required by law.

**PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 23RD DAY OF MAY, 1995.**

First Reading: May 9, 1995 - Final Reading: May 23, 1995 - ADOPTION: May 23, 1995

ATTEST: /s/LORI STELZER, CMC, CITY CLERK                      /S/ MERLE L. GRASER, MAYOR

I, LORI STELZER, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the Venice City Council, at a meeting thereof duly convened and held on the 23rd day of May, 1995, a quorum being present.

WITNESS my hand and the official seal of said City this 24th day of May, 1995.

/S/ LORI STELZER, CMC, CITY CLERK Approved as to form: /S/ ROBERT C. ANDERSON, CITY ATTORNEY

## **ORDINANCE 96-09**

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 19, WATER AND SEWERS, ARTICLE VI, STORMWATER QUALITY, SECTION 19-141, DEFINITION FOR INDUSTRIAL STORMWATER, SECTION 19-146, INSPECTIONS, PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Venice is responsible for the conservation, management, protection, control, use and enhancement of stormwater within its corporate limits, and for the acquisition, management, maintenance, extension, and improvement of the stormwater systems in the City; and

**WHEREAS**, the Environmental Protection Agency/National Pollutant Discharge Elimination System (EPA/NPDES) permit requires certain amendments to the existing Ordinance and extension of inspection authority on private properties.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:**

SECTION 1. Chapter 19, Water and Sewers, Article VI, Stormwater Quality, Section 19-141, Definition, for Industrial Stormwater is amended to read as follows:

**Sec. 19-141. Definitions.**

As used in this article, "industrial stormwater" means stormwater runoff from a site with industrial activities, as defined under 40 CFR Section 122.26 (a) (b) (14), U.S. Environmental Protection Agency regulation.

SECTION 2. Chapter 19, Water and Sewers, Article VI, Stormwater Quality, Section 19-146, Inspections, is amended to read as follows:

**Sec. 19-146. Inspections.**

It shall be the duty of the city engineer or designee to carry out all inspections, surveillance, and monitoring procedures necessary to determine compliance with this article. The city engineer or his duly authorized agents may enter at all reasonable times in or upon any private or public property for the purpose of inspecting and investigating conditions and practices which may be a violation of this ordinance, regulation or permit. The city engineer may, whenever necessary, make an inspection of construction sites to enforce any of the provisions of this ordinance, regulation or permit issued hereunder, or whenever an authorized official has reasonable cause to believe there exists any condition constituting a violation of this ordinance, regulation or permit issued hereunder. The city engineer shall inspect the work and shall require the owner to obtain services to provide adequate on-site inspection. If the city engineer finds that eroded soils are leaving the construction site, the city engineer may direct the owner(s) or his agents or his contractor on the site by written order to install any and all erosion controls that are deemed necessary to prevent said soil erosion from migrating off site. Notwithstanding the existence or pursuit of any other remedy, the City may maintain an action in its own name in any court of competent jurisdiction for an injunction or other process against any person to restrain or prevent violations of this ordinance.

SECTION 3. To the extent of any conflict between the provisions of this Ordinance, and any other Ordinance, Resolution, or Agreement of the City of Venice, Florida, the provisions of this Ordinance shall prevail.

SECTION 4. Severability. If for any reason a provision of this Ordinance or the application thereof to any person, group of persons, or circumstances is held invalid, the invalidity shall not effect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the Ordinance are severable.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its adoption, as required by law.

**PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 26TH DAY OF MARCH, 1996.**

First Reading: March 12, 1996 - Final Reading: March 26, 1996 - ADOPTION: March 26, 1996

ATTEST: /s/LORI STELZER, CMC, CITY CLERK /S/ MERLE L. GRASER, MAYOR

I, LORI STELZER, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the Venice City Council, at a meeting thereof duly convened and held on the 26th day of March, 1996, a quorum being present.

WITNESS my hand and the official seal of said City this 27th day of March, 1996.

/S/ LORI STELZER, CMC, CITY CLERK Approved as to form: /S/ ROBERT C. ANDERSON, CITY ATTORNEY.





**STATEMENT OF REFERENCES**  
**FOR CONTRACTOR**

NAME OF CONTRACTOR: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

How many years have you been engaged in the business under the present firm name? \_\_\_\_\_

List previous business experience: \_\_\_\_\_

\_\_\_\_\_

List at least three construction references:

(1) Person to contact: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date work performed: \_\_\_\_\_

(2) Person to contact: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date work performed: \_\_\_\_\_

(3) Person to contact: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date work performed: \_\_\_\_\_

(4) Person to contact: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date work performed: \_\_\_\_\_

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**CONTRACTOR'S STATEMENT OF  
SUBCONTRACTORS TO BE USED FOR THIS WORK**

NAME OF CONTRACTOR: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

LIST SUBCONTRACTORS TO BE USED IN THE PROJECT:

(1) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Phase of Work Sublet: \_\_\_\_\_

(2) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Phase of Work Sublet: \_\_\_\_\_

(3) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Phase of Work Sublet: \_\_\_\_\_

(4) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Phase of Work Sublet: \_\_\_\_\_

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## **DRUG FREE WORKPLACE CERTIFICATION**

If identical tie bids exist, preference will be given to the vendor who submits a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

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

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

- 1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm 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.
- 6) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

---

Contractor's Name Signature

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**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_  
County of \_\_\_\_\_ } SS.

\_\_\_\_\_ being first duly sworn, deposes and says that:

1. He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and (Name(s) of Individual(s) who appeared before notary) whose name(s) in/are Subscribed to the written instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

\_\_\_\_\_  
(Name of Notary Public: Print, stamp, or type as commissioned)

Personally known to me, or  Produced Identification: \_\_\_\_\_  DID take an oath, or  DID NOT take an oath

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**PUBLIC ENTITY CRIME INFORMATION**

A person or affiliate who has been placed on the State of Florida’s convicted vendor list following a conviction for a public entity crime may not submit a BID/ITB proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 2876.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

I, \_\_\_\_\_, being an authorized representative of the firm of \_\_\_\_\_, located at City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_, have read and understand the contents of the Public Entity Crime Information and of this formal BID/ITB package, hereby submit our proposal accordingly.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Federal ID#: \_\_\_\_\_

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**NO BID RESPONSE**

**IMPORTANT:** If you choose not to submit a bid for the attached "Invitation To Bid," please complete and return this form only on/before bid closing date. Failure to respond will result in your company being negatively registered as non-responsive. In the event five (5) "no responses" are posted, you will be automatically dropped from our mailing list for future solicitations for the described product/service.

Thank you for taking this opportunity to help us update and improve the solicitation process.

Bid Open/Close Date: **December 7, 2016 at 2:00 PM**

Bid Number: **3049-16**

Description: This project includes the removal of the lime softening by products from an area that was used as a disposal site. Berms were built up around the area to contain the sludge. This sludge will be removed, hauled off to a landfill and clean fill brought in as a replacement. The site will be graded to achieve a positive drainage slope in accordance with the construction plans.

Contact: Peter Boers, Procurement- Finance Department

Please check the appropriate response. We respectfully submit "No bid" for the following reason(s):

- 1. We are unable to meet the required delivery date
- 2. We cannot provide a product to meet the required specifications.
- 3. We no longer provide the requested product.
- 4. We do not represent the required brand name product.
- 5. The bid closing date does not allow adequate time to prepare a response.
- 6. The specifications are too restrictive.
- 7. We have chosen not to do business with the City
- 8. Other (feel free to provide our response on your company letterhead.)

Company Name \_\_\_\_\_ Vendor No. \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_ Telephone No. \_\_\_\_\_

++ END OF BID FORM ++

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## SAMPLE CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on \_\_\_\_\_, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Venice, Florida, hereinafter referred to as the City, and \_\_\_\_\_, hereinafter referred to as the Contractor.

### W I T N E S S E T H:

THAT FOR and in consideration of the mutual covenants and obligations hereafter set forth, the parties hereto agree as follows:

(1) The Contract Documents consist of this Contract, Performance and Payment Bonds attached hereto as composite Attachment A and, the City's Invitation to Bid (ITB) # **3049-16 Lime Sludge Ponds Closure**, including: standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for ITB 3049-16, all of which are incorporated herein by reference. All of the Contract Documents are made a part of this Contract.

(2) The Contractor shall perform all the work required by the Contract Documents and shall include installation of the listed items per the bid specifications.

(3) The work to be performed under this Contract shall be completed within Two Hundred Forty (240) days of the issuance of the Notice to Proceed by the City.

(4) The City shall pay the Contractor for the performance of the work, in accordance with Exhibit B, subject to the terms and conditions of the Contract Documents and any written change orders, the contract sum not to exceed: \_\_\_\_\_ & \_\_\_/100s (\$\_\_\_\_\_).

(5) Time is of the essence in this contract. In the event that the work is not completed within the required time as specified in Section 3 herein, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum of **one thousand five hundred thirty-two dollars (\$ 1532.00) per day** for each calendar day that the work remains incomplete beyond the time limit, which sum shall represent the actual damage which the City will have sustained per day by failure of the Contractor to complete the work within the required time, said sum not being a penalty but being the stipulated damages the City will have sustained in the event of such default by the Contractor.

(6) In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or workers' representatives, except subcontracts for standard commercial supplies or raw materials.

(7) Contractor must secure and maintain any and all permits and licenses required to complete the work under this Contract, unless the Contract Documents provide otherwise.

(8) Throughout the term of this Contract the Contractor must maintain insurance in at least the amounts and coverage required as shown in Exhibit C. The Contractor must provide a Certificate of Insurance to the City evidencing such coverage prior to issuance of the Notice to Proceed by the City.

(9) Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the Engineering Services; upon the request of the City's Custodian of Public Records, by providing the City with copies of or access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the City; and upon completion of the Contract by transferring, at no cost, to City all public records in possession of Contractor or by keeping and maintaining all public records required by the City to perform the Engineering Services. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.**

(10) Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any kind brought on account of any injuries or damages received or sustained b any person or property by or from the Contractor or in consequence of any neglect in safeguarding the work; or by the use of any unacceptable materials related to the work; or on account of any act or omission, neglect or misconduct of the Contractor; or on account of any claim or amounts received under the "Workers' Compensation Law" or any other laws or ordinances, except only such injury or damage as shall have been caused by the negligence of the City. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

(11) Contractor shall be responsible for compliance with the requirements under Chapter 556, Florida Statutes, the "Underground Facility Damage Prevention and Safety Act." Contractor's obligations to defend, indemnify, and hold harmless the City, as provided for under Section 10 of this Contract, shall specifically apply to any violations alleged against the City under the

Underground Facility Damage Prevention and Safety Act related to the performance of the work under this Contract. Contractor acknowledges that included in the various items of the proposal and in the total bid price, are costs for complying with the Florida Trench Safety Act (90-96 Laws of Florida) effective October 1, 1990.

(12) Termination. This Contract may be terminated by the City without cause, by giving thirty (30) days prior written notice to contractor of the intention to cancel. or with cause at any time contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of contractor to comply with any of the provisions of this agreement shall be considered a material breach of contract and shall be cause for immediate termination of the agreement at the discretion of the city. This Contract may be terminated by the Contractor only by mutual consent of both parties. If this Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

(13) The laws of the State of Florida shall govern all provisions of this Contract. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover attorney's fees and all court costs, including attorney's fees and court costs incurred in any pre-trial, trial, appellate, and/or bankruptcy proceedings, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

(14) This Contract and the Contract Documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This Contract shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this agreement, the day and year first above written.

(SEAL)

ATTEST:

CITY OF VENICE  
IN SARASOTA COUNTY, FLORIDA

\_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
MAYOR JOHN HOLIC

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Signed by (typed or printed)

\_\_\_\_\_  
Signed by (typed or printed)

Approved as to Form and Correctness

\_\_\_\_\_  
David Persson, City Attorney



## EXHIBIT A

### SURETY BONDS

At the time of executing the Contract Documents, the successful proposer shall append to this sheet separate performance and payment bonds each equal to one-hundred percent (100%) of the contract amount. Said bonds become an integral part of these Contract Documents and shall meet the following requirements:

1. Surety bonds submitted shall be written by a surety company that is approved by the City Finance Director and authorized to do business in the State of Florida, shall be accompanied by evidence of the authority of the issuing agent, and shall be on a form to be approved by the City Attorney. No bond in an amount greater than \$5,000 required by the City Charter, the Ordinances of The City of Venice, or the laws of the State of Florida shall be approved by the City Finance Director unless the surety company executing the bond is listed by the United States Treasury Department as being approved for writing bonds for Federal projects and its current list in an amount not less than the amount of the bond tendered to The City of Venice.

2. Both the separate payment and performance bonds shall be in the general form of AIA documents A311. Additionally, the payment bond shall state as follows:

“This bond is issued in compliance with Section 255.05, Florida Statutes (1994 Supp.), as may be amended. A claimant, except a laborer, who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the contractor with a notice, that he intends to look to the bond for protection. A claimant who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, or with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the contractor or the surety unless both notices have been given. No action shall be instituted against the contractor or the surety on the payment bond or the payment provisions of a combined payment and performance bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies. A claimant may not waive in advance his right to bring an action under the bond against the surety. In any action brought to enforce a claim against a payment bond under this section, the prevailing party is entitled to recover a reasonable fee for the services of his attorney for trial and appeal or for arbitration, in an amount to be determined by the court, which fee must be taxed as part of his costs, as allowed in equitable actions.”

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## PUBLIC WORKS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_, as Principal, hereinafter called Contractor; and \_\_\_\_\_, a corporation of the State of Florida, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of (\$\_\_\_\_\_) \_\_\_\_\_/100's, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, entered into a Contract with the City for the following described project: **ITB# 3049-16 Lime Sludge Ponds Closure** which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly make payments to all persons supplying Contractor labor, materials and supplies, used directly or indirectly by the said Contractor or Subcontractors in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that this Bond is issued pursuant to Section 255.05, Florida Statutes, and reference is hereby made to the notice and time limitations in said statute for making claims against this Bond.

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein and those persons or corporations provided for by Section 255.05, Florida Statutes, their heirs, executors, administrators, successors or assigns.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

IN THE PRESENCE OF:

CONTRACTOR

\_\_\_\_\_

BY: \_\_\_\_\_

INSURANCE COMPANY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

## PUBLIC WORKS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_, as Principal, hereinafter called Contractor; and \_\_\_\_\_, a corporation of the State of Florida, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of (\$ \_\_\_\_\_) & \_\_\_\_\_/100's, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, entered into a contract with the City of Venice for the following described project: **ITB# 3049-16 Lime Sludge Ponds Closure** which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly and faithfully perform the Contract during the original term thereof and any extensions thereof which may be granted by the City with or without notice to the Surety and during any guarantee or warranty period, including the obligation to correct any latent defects not discovered until after acceptance of the project by the City, and if he shall satisfy all claims and demands incurred under said Contract and shall fully indemnify and save harmless the City, its agents, Engineer and employees from all losses, damages, expenses, costs and Attorney's Fees, including appellate proceedings which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, whenever Contractor shall be, and declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions and upon determination by the City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and City and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total

amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Contract Documents accompanying the same shall in any waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Contract Documents.

PROVIDED FURTHER, any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due; except that, when the action involves a latent defect, suit must be instituted within four (4) years from the time the defect is discovered or should have been discovered with the exercise of due diligence.

PROVIDED FURTHER, no right of action shall accrue on this bond to or for the use of any person or corporation other than the City, its successors or assigns.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, AD., 20\_\_.

IN THE PRESENCE OF:    CONTRACTOR

\_\_\_\_\_    BY: \_\_\_\_\_

INSURANCE COMPANY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

**EXHIBIT B**

(Bid Form to be Supplied)



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## EXHIBIT C

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED** for **Commercial General Liability** and **Business Auto Policy**.
2. The City of Venice shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

*The City of Venice  
401 W. Venice Avenue  
Venice, FL 34285*

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The “Acord” certification of insurance form shall be used.
  4. Required Coverage
    - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$ 1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)
    - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
    - c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
  5. Policy Form:
    - a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
    - b) Insurance requirements itemized in this Contract, and required of the Contractor, shall
-

be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

- c) Each insurance policy required by this Contract shall:
    - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
    - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
  - d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
  - e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
  - f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.
  - g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
  - h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
  - i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
  - j) All property losses shall be payable to, and adjusted with, the City.
-

**CONTRACTOR'S RELEASE OF LIEN**

BEFORE ME, the undersigned authority in said County and State, appeared \_\_\_\_\_, who being first duly sworn, deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_ a company and/or corporation authorized to do business under the laws of Florida, which is the contractor on Project known as City of Venice Bid # 3049-16, located in the City of Venice, County of Sarasota, Florida, under contract with the City of Venice, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said contract has been complied with in every particular by said contractor and that all parts of the work have been approved by the City Engineer; that there are no bills remaining unpaid for labor, material or otherwise, in connection with said contract and work, and that there are no suits pending against the undersigned as contractor or anyone in connection with the work done and materials furnished or otherwise, under said contract.

DEPONENT further says that the final estimate which has been submitted to the City simultaneously with the making of this affidavit, constitutes all claims and demands against the City on account of said contract or otherwise, and that acceptance of the sum specified in said final estimate will operate as a full and final release and discharge of the City from any further claims, demands or compensation by contractor under the above contract.

DEPONENT further agrees that all guarantees under this contract shall start and be in full force from the date of this release as spelled out in the contract documents.

Signature: \_\_\_\_\_

Printed Name:

STATE OF FLORIDA )  
COUNTY OF )

Signed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ who is personally known to me or has produced  
\_\_\_\_\_ as identification.  
\_\_\_\_\_

Notary Public  
My Commission Expires:  
Commission Number:

WE, the \_\_\_\_\_, having heretofore executed a performance bond and a payment bond for the above named contractor covering project and section as described above in the sum of (\$ \_\_\_\_\_) \_\_\_\_\_ Dollars, hereby agree that the Owner may make full payment of the final estimate, including the retained percentage, to said contractor.

IT IS fully understood that the granting of the right to make the payment of the final estimate to said contractor and/or his assigns, shall in no way relieve this surety company of its

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obligations under its bonds, as set forth in the specifications, contract, and bonds pertaining to the above project.

IN WITNESS WHEREOF, the \_\_\_\_\_ has caused this instrument to be executed on its behalf by its \_\_\_\_\_, and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Attorney in Fact

Power of Attorney must be attached if executed by Attorney in Fact.

STATE OF )

COUNTY OF )

BEFORE ME, the undersigned authority, appeared \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification, and who executed the foregoing instrument in the name of \_\_\_\_\_ as its \_\_\_\_\_ and the said \_\_\_\_\_ acknowledged that he executed said instrument in the name of \_\_\_\_\_ as its \_\_\_\_\_ and/or \_\_\_\_\_, for the purpose therein expressed and that he had due and legal authority to execute the same on behalf of said \_\_\_\_\_, a corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

PROJECT NO.  
PROJECT:  
CONTRACTOR CONTRACT DATE

CONTRACT FOR

Project or Specified Part Shall Include:  
DEFINITION OF SUBSTANTIAL COMPLETION

The date of substantial completion of a project or specified part of a project is the date when the work is sufficiently completed, in accordance with the Contract Documents, so that the project or specified part of the project can be utilized for the purpose for which it was intended.

TO: (Contractor)  
DATE OF SUBSTANTIAL COMPLETION: \_\_\_\_\_

The work performed under this contract has been inspected by authorized representatives of the City of Venice and the contractor, and the project or specified part of the project, is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the contractor to complete all the work in accordance with the contract documents. These items shall be completed by the contractor within \_\_\_\_\_ days of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as noted below. The responsibilities between the Owner and the Contractor for maintenance shall be as set forth below.

CITY OF VENICE

\_\_\_\_\_  
By:  
Date: \_\_\_\_\_

The contractor accepts the foregoing Certification of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

\_\_\_\_\_  
Contractor Authorized Representative  
Date: \_\_\_\_\_

RESPONSIBILITIES:  
OWNER:  
CONTRACTOR:  
EXCEPTIONS AS TO GUARANTEES AND WARRANTIES:  
ATTACHMENTS (Identify)

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BIDDER QUALIFICATION STATEMENT

(Completion of this statement is required in advance of  
consideration for award of Contract.)

SUBMITTED TO:

City of Venice  
401 West Venice Avenue  
Venice, FL 34285

SUBMITTED FOR:

Lime Sludge Ponds Closure

SUBMITTED BY:

Name of Organization: \_\_\_\_\_  
(Print or Type Name of Bidder)

Name of Individual: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Bidder's Website: \_\_\_\_\_

If address and phone number given above is for a branch office, provide address and phone number of principal home office:

Principal Home Office Address: \_\_\_\_\_

\_\_\_\_\_

Principal Home Office Telephone No.: \_\_\_\_\_

Gentlemen:

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

(Note: Attach additional sheets as required.)



1.0 Bidder's General Business Information

1.1 Check if:

Corporation       Partnership       Joint Venture       Other

Limited Liability Company       Sole Proprietorship

If Corporation:

A. Date and State of Incorporation:

\_\_\_\_\_  
\_\_\_\_\_

B. List of Executive Officers:

Name	Title	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____

If Partnership:

A. Date and State of Organization:

\_\_\_\_\_  
\_\_\_\_\_

B. Current General Partners (name and address for each):

\_\_\_\_\_  
\_\_\_\_\_

C. Type of Partnership

General       Publicly Traded       Limited

Limited Liability       Other (describe): \_\_\_\_\_

If Joint Venture:

A. Date and State of Organization:

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B. Name, Address, Form of Organization, and State of Organization of Each Joint Venture Partner: (Indicate with an asterisk (\*) the managing or controlling Joint Venturer if applicable):

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If Limited Liability Company:

A. Date and State of Organization:

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B. Members:

Name	Address
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If Sole Proprietorship:

A. Date and State of Organization:

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B. Name and Address of Owner or Owners:

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If Other Type of Organization:

A. Type of Organization: \_\_\_\_\_

B. Date and State of Organization:

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C. Name and Address of Each Owner or Principal:

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1.2 Certifications: In addition to the above categories of business entities, indicate whether Bidder's organization is a:

- Disadvantaged Business Enterprise, certified by \_\_\_\_\_
- Minority Business Enterprise, certified by \_\_\_\_\_
- Women's Business Enterprise, certified by \_\_\_\_\_
- Historically Underutilized Business Zone Small Business Concern, certified by \_\_\_\_\_

2.0 How many years has your organization been in business as a general contractor?  
\_\_\_\_\_

3.0 If your organizational structure has changed within the past five years, provide data as listed above in Item 1.0 for your previous organization.

4.0 Do you plan to subcontract any part of this project? \_\_\_\_\_ If so, give details.

- 5.0 Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.
- 6.0 Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.
- 7.0 In the last five years, has your organization, or any predecessor organization, failed to substantially complete a project in a timely manner? If the answer to this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.
- 8.0 On Schedule A, attached, list name, location and description of project, owner, architect or engineer, contract price, percent complete and scheduled completion of the major construction projects your organization has in progress on this date. Provide name, address and telephone number of a reference for each project listed.
- 9.0 On Schedule B, attached, list name, location and description of project, owner, architect or engineer, contract price, date of completion and percent of work with your own forces of major projects of the same general nature as this project which your organization has completed in the past five years. Provide name, address and telephone number of a reference for each project listed.

10.0 On Schedule C, attached, list name and construction experience of the principal individuals of your organization directly involved in construction operations.

11.0 Licenses and Registrations:

11.1 Indicate the jurisdictions in which your firm is legally qualified to practice. Indicate license or registration number for each jurisdiction, if applicable, and type of license or registration. Attach separate sheet as required.

Jurisdiction	License/Registration No.	Type
_____	_____	_____
_____	_____	_____
_____	_____	_____

11.2 In the past five years, has Bidder had any business or professional license suspended or revoked?

No       Yes

If yes, describe on a separate attachment the circumstances, including the jurisdiction and bases for suspension or revocation.

12.0 Provide the following information for your surety:

12.1 Surety Company: \_\_\_\_\_

12.2 Agent: \_\_\_\_\_

A. Address: \_\_\_\_\_

B. Telephone No.: \_\_\_\_\_

13.0 Provide the following with respect to an accredited banking institution familiar with your organization.

13.1 Name of Bank: \_\_\_\_\_

13.2 Address: \_\_\_\_\_

13.3 Account Manager: \_\_\_\_\_

13.4 Telephone No.: \_\_\_\_\_

14.0 Provide the name, address and telephone number of an individual who represents a major equipment/material supplier whom the Owner may contact for a financial reference:

15.0 Industry Affiliations, Memberships, Awards, and Honors

15.1 List below the industry organizations with which your organization is affiliated or which your organization is a member:

15.2 List below the industry awards or honors received by your organization and the date for each. Attach supporting documentation as necessary.

16.0 Statement of Potential Conflicts of Interest: List below business associations, financial interests, or other circumstances that may create a conflict of interest with the Owner or other entity involved in the Project. Attach additional documentation as required.

17.0 Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Bidder: \_\_\_\_\_  
(Print or Type Name of Bidder)

By: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_

00451-8

Attachments A, B and C

(Seal, if corporation)

00451-9

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***THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER***

------(Affidavit for Individual)-----

\_\_\_\_\_ being duly sworn, deposes and says that:

a) the financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Partnership)-----

\_\_\_\_\_ being duly sworn, deposes and says that:

a) he/she is a member of the partnership of \_\_\_\_\_;  
b) he/she is familiar with the books of said partnership showing its financial condition;  
c) the financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Corporation)-----

\_\_\_\_\_ being duly sworn, deposes and says that: a) he/she is  
\_\_\_\_\_ of \_\_\_\_\_;  
(Full name of Corporation)

b) he/she is familiar with the books of said corporation showing its financial condition;  
c) the financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Limited Liability Company (LLC))-----

\_\_\_\_\_ being duly sworn, deposes and says that: a) he/she is  
\_\_\_\_\_ of \_\_\_\_\_;  
(Full name of LLC)

b) he/she is familiar with the books of said company showing its financial condition; c) the financial statement, taken from the books of said company, is a true and accurate statement of the financial condition of said company as of the date thereof; and d) that all of the foregoing qualification information is true, complete, and accurate.



------(Affidavit for Joint Venture)-----

Each joint venturer shall complete the affidavit appropriate for the joint venturer's type of organization and attach said affidavit to the Bidder Qualifications Statement. Submit separate acknowledgement for each joint venturer's affidavit.

----- (Acknowledgment) -----

\_\_\_\_\_ being duly sworn, deposes and says  
that he/she is \_\_\_\_\_ of \_\_\_\_\_;  
(Name of Bidder)

that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of

( ) himself/herself; ( ) said partnership; ( ) said corporation;

( ) said joint venture; ( ) said limited liability company

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the County of \_\_\_\_\_, State of \_\_\_\_\_.

—

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_

(Seal)

++ END OF BIDDER QUALIFICATIONS STATEMENT ++

**SCHEDULE A  
PROJECTS IN PROGRESS**

<u>Name, Location and Description of Project</u>	<u>Owner</u>	<u>Architect or Engineer</u>	<u>Contract Price</u>	<u>Percent Complete</u>	<u>Scheduled Completion</u>	<u>Reference/Contract Include Address and Phone</u>
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**SCHEDULE B  
PROJECTS COMPLETED**

<u>Name, Location and Description of Project</u>	<u>Owner</u>	<u>Architect or Engineer</u>	<u>Date Completed</u>	<u>Contract Price</u>	<u>Percent with Own Forces</u>	<u>Reference/Contract Include Address and Phone</u>
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GENERAL CONDITIONS  
OF THE CONSTRUCTION CONTRACT

Adapted from EJCDC C-700, Standard General Conditions  
of the Construction Contract (2007 Edition)

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## GENERAL CONDITIONS

### ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

#### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement* – The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment* – The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  5. *Bid* – The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder* – The individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents* – The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements* – The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.
  9. *Change Order* – A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim* – A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. *Contract* – The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor’s submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price* – The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times* – The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendation of final payment.
15. *Contractor* or *CONTRACTOR* – The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work* – See Paragraph 11.01.A for definition.
17. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement* – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer* or *ENGINEER* – The individual or entity named as such in the Agreement.
20. *Field Order* – A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements* – Sections of Division 01 of the Specifications.

22. *Hazardous Environmental Condition* – The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens* – Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone* – A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award* – The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed* – A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner or OWNER* – The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs* – Polychlorinated biphenyls.
31. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule* – A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual* – The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative* – The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals* – A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values* – A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
40. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site* – Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications* – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and

“substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder* – The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities* – All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work* – Work to be paid for on the basis of unit prices.
50. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive* – A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 *Terminology*

- A. The words and terms referenced in this Paragraph 1.02 are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms “as allowed”, “as approved”, “as ordered”, “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents, or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
  - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

### 2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

### 2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times



commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

#### 2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a 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 subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

#### 2.06 *Preconstruction Conference; Designation of Authorized Representative*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract and otherwise act on behalf of each respective party.

#### 2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve

Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

#### *3.01 Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

#### *3.02 Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
  1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants or subcontractors any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the

provisions of the Contract Documents.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers or has actual knowledge of and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and
  - a) any applicable Law or Regulation,
  - b) any standard, specification, manual or code, or,
  - c) any instruction of any Supplierthen Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the

Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

#### *3.04 Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
  - 1. a Field Order;
  - 2. Engineer's approval of a Shop Drawing or Sample; (subject to the provisions of Paragraph 6.17.D.3); or
  - 3. Engineer's written interpretation or clarification.

#### *3.05 Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or
  - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

#### *3.06 Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor or by Contractor to Owner or 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.

- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;  
HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

*4.01 Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

*4.02 Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site; that Engineer has used in preparing the Contract Documents; and
  - 2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely on the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical

data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

#### 4.03 Differing Subsurface or Physical Conditions

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the

extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
  - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
- a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data,
  - b. locating all Underground Facilities shown or indicated in the Contract Documents,
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

**B. *Not Shown or Indicated***

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

**4.05 *Reference Points***

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the



Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.,
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants or subcontractors with respect to:
  - 1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall

- promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice:: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
  - F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
  - G. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence.
  - H. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 – BONDS AND INSURANCE

### *5.01 Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all

of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

#### *5.02 Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

#### *5.03 Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full

compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Liability Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
    - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
    - b. by any other person for any other reason;
  - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations insurance;
  - a. such insurance shall remain in effect for at least two years after final payment, and
  - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### *5.05 Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 (Not Used)

5.07 (Not Used)

5.08 (Not Used)

5.09 (Not Used)

*5.10 Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

*6.01 Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. Unless the Owner shall otherwise agree in writing, the superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

#### 6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

#### 6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract

Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics; and
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
- 3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items*



- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - a) perform adequately the functions and achieve the results called for by the general design,
    - b) be similar in substance to that specified, and
    - c) be suited to the same use as that specified;
  - 2) will state:
    - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
    - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
    - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
  - 3) will identify:
    - a) all variations of the proposed substitute item from that specified, and

- b) available engineering, sales, maintenance, repair, and replacement services; and
  - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

#### 6.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other

individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  - 2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to

an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

### 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

### 6.10 *Taxes*

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

### 6.11 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas*
  - 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
  - 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute

resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
  - C. *Cleaning:* Prior to Substantial Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
  - D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

#### 6.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons and property in the performance of their work nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
  2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety programs with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site

whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

##### 1. *Shop Drawings*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

##### 2. *Samples*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.



B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials offered with respect to indicated use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques,

sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective for a minimum period of one (1) year. Engineer and its officers, directors, members, partners, employees, agents, consultants and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the

Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

#### 6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:
  1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of real or personal property (other than the Work itself), including the loss of use resulting therefrom; and
  2. is caused by any act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws or Regulations.
- B. In any and all claims against Owner or Engineer or any of their , officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor,

- any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not be limited in any way by the amount or types of insurance provided by Contractor under Article 5 of the General Conditions.
  - D. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the sole negligence or willful misconduct of Owner or Engineer or of the officers, directors, members, partners, employees, agents, and consultants and subcontractors of each and any of them.

#### *6.21 Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## ARTICLE 7 – OTHER WORK AT THE SITE

### *7.01 Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
  - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
  - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, Contractor may cut or alter the work of others with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

## *7.02 Legal Relationships*

- A. Paragraph 7.01.A is not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

## ARTICLE 8 – OWNER'S RESPONSIBILITIES

### *8.01 Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### *8.02 Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### *8.03 Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

### *8.04 Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site.

### *8.05 Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

#### 8.06 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

#### 8.07 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

#### 8.08 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

#### 8.09 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

#### 8.10 *Evidence of Financial Arrangements*

- A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

#### 8.11 *Compliance With Safety Programs*

- A. While on the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.B.

### ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

#### 9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

## 9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's Work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

## 9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

## 9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both,



and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### *9.05 Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

#### *9.06 Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, if any,
  - 1. as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21;
  - 2. as to Change Orders, see Articles 10, 11, and 12; and
  - 3. as to Applications for Payment, see Article 14.

#### *9.07 Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

#### *9.08 Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

*9.09 Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

#### 9.10 *Compliance with Safety Programs*

- A. While on the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of the Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.C.

### ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

#### 10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

#### 10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

#### 10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
  - 1. changes in the Work which are:
    - a) ordered by Owner pursuant to Paragraph 10.01.A,
    - b) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or
    - c) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

#### 10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

#### 10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any,

take one of the following actions in writing:

1. deny the Claim in whole or in part,
  2. approve the Claim, or
  3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and

holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which

Contractor is liable, imposed by Laws and Regulations.

- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 11.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*
1. Contractor agrees that:
    - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
    - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*
1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.



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

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment

in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
    - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

#### 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.
- C. If Owner, Engineer, or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- D. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of other contractors or utility owners, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.D.

- E. Owner and Engineer and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE  
OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
  - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other

representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

#### 13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or

extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. repair such defective land or areas; or
  - 2. correct such defective Work; or
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work,

to the work of others or other land or areas resulting therefrom.

- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

### 13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

### 14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.



## 14.02 *Progress Payments*

### A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Contract.

### B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents

(subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in

Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or
  - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not

justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.
  1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
  2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

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

## 14.07 *Final Payment*

### A. *Application for Payment*

1. After Contractor has, in the opinion of 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 record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that:
  - a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and
  - b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

### B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
  1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
  2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

## ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

### 15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

### 15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  - 3. Contractor's disregard of the authority of Engineer; or
  - 4. Contractor's repeated violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
  - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  - 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  - 3. complete the Work as Owner may deem expedient.



- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated

contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
- 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## ARTICLE 16 – DISPUTE RESOLUTION

### 16.01 *Methods and Procedures*

- A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of Paragraph 10.05, Owner and Contractor may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

## ARTICLE 17 – MISCELLANEOUS

### 17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

++ END OF GENERAL CONDITIONS ++

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## SUPPLEMENTARY CONDITIONS

### SCOPE

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract. All provisions of the General Conditions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to the singular and plural thereof.

The address system used in these Supplementary Conditions conforms to the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-1.01.A.36      Change the definition of *Resident Project Representative* to read as follows:

SC-1.01.A.36      *Resident Project Representative*: The Owner's representative who will provide day to day inspection services of construction activities.

SC-1.01.A.51      Change the last sentence in the definition of *Work Change Directive* to read as follows:

"A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued IFCA or Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times."

SC-1.01.A.52      Add the following definition:

1.01.A.52      *Interim Field Change Agreement (IFCA)* - A document signed by the Engineer, Contractor, Owner and Owner's Representative documenting a change to the Work, which does not result in the total contract price exceeding the amount specified in the contract. An IFCA will authorize re-distribution of existing contract amounts or use of Owner's Allowance funds.

SC-4.03, A.      Change the last paragraph to read as follows:

"then Contractor shall, within seven (7) days after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in

connection therewith (except as aforesaid) until receipt of written order to do so.

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

SC-4.06.A. In the preparation of the Drawings and Specifications, Engineer has not utilized any report or drawing related to a Hazardous Environmental Condition identified at the Site.

SC-4.06.B (Not Used)

SC- Article 5 Replace the entire article with the following:

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the Owner and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED**.
2. The City of Venice shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

The City of Venice 401  
W. Venice Avenue  
Venice, FL 34285

No City Division, Department, or individual name should appear on the certificate.  
**NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The "Acord" certification of insurance form shall be used.
4. Required Coverage
  - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$ 1,000,000 per occurrence, \$ 1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)
  - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.

- c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
  
- d) **Installation Floater/Installation Builders' Risk-Property Coverage:** Policy to cover direct physical loss or damage to materials, supplies, machinery, and equipment being installed, constructed or rigged by the contractor in conjunction with its installation or construction. All items involved in the project including drainage/water sewer pipes, etc. (as included in description of project) need to be insured for the total completed replacement value. Coverage should include perils of fire, theft, vandalism, windstorm/hail, collapse and transit, sewer backup, testing, equipment breakdown, waterborne property. Coverage shall start when the items to be installed are transported to Owner premises and remain in place until the interest of the contractors ceases or the Owner accepts possession whichever comes first. Coverage should apply to owned property and non-owned property in the contractor's care, custody and control. The installation coverage forms shall provide coverage for building materials and supplies at the construction site, in transit to the site and similar property intended for the construction project at other locations as necessary or because of lack of storage space at the construction site. Coverage should apply on a Primary basis and should include a Waiver of Subrogation. Contractor should be responsible for any deductibles.

5. Policy Form:

- a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the Owner, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
  
- b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
  
- c) Each insurance policy required by this Contract shall:
  - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;

- (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
- d) The Owner shall retain the right to review, at any time, coverage form, and amount of insurance.
  - e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
  - f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the Owner is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the Contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the Owner.
  - g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the Owner. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
  - h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the Owner's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten  
(10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
  - i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
  - j) All property losses shall be payable to, and adjusted with, the City.



SC-6.02.B Add new paragraphs immediately after Paragraph 6.02.B that are to read as follows:

SC-6.02.B.1 If it shall become absolutely necessary to perform Work at night or on Saturdays, Sundays, or legal holidays, written notice shall be submitted to Owner and Engineer at least 5 days in advance of the need for such Work. Owner will only consider the performance of such Work as can be performed satisfactorily under the conditions. Good lighting and all other necessary facilities for carrying out and observing the Work shall be provided and maintained where such Work is being performed at night.

SC-6.02.B.2 If Owner authorizes Work during other than regular working hours, Contractor shall reimburse Owner for all Owner's additional costs associated with such Work, including, but not necessarily limited to, the overtime costs for Owner's, Engineer's, and Resident Project Representative's personnel on the Site and other additional costs assessed against or incurred by the Owner. At Owner's option, such additional costs may either be deducted from Contractor's progress payments or deducted from the retained amount prior to release following Substantial Completion.

SC-6.07.B Change the first sentence of Paragraph 6.07.B by replacing the term "Owner and Engineer" with the term "Owner, Engineer, and Resident Project Representative".

SC-6.11.A.3. Change the first sentence of Paragraph 6.11.A.3. by replacing the term "Owner and Engineer" with the term "Owner, Engineer, and Resident Project Representative".

SC-6.12 Add a new paragraph immediately after Paragraph 6.12.A, that is to read as follows:

SC-6.12.B Contractor will be required to review with Engineer the status of record documents in connection with the Engineer's review of an Application for Payment. Failure to maintain record documents current may be just cause for Engineer to recommend withholding of payments for Work performed.

SC-6.15 Add a new paragraph immediately after Paragraph 6.15.A that is to read as follows:

SC-6.15.B Contractor shall be responsible for coordinating exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with all Laws and Regulations. Contractor shall provide a centralized location for the maintenance of the material safety data sheets or other hazard communication information required to be made available by any

employer on the Site. Location of the material safety data sheets or other hazard communication information shall be readily accessible to the employees of employers on the Site.

SC-6.17 Add the following new paragraphs immediately after Paragraph 6.17.E that are to read as follows:

SC-6.17.F Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval or acceptance of submittal with no more than two (2) submittals (initial submittal plus one re-submittal). Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, Samples, or other submittals or items requiring approval or acceptance, and Contractor shall reimburse Owner for Engineer's charges for such time.

SC-6.19.A Supplement Paragraph 6.19.A by adding, after the term, "Engineer" in the second sentence, the term "and Resident Project Representative".

SC-6.19.C.1. Supplement Paragraph 6.19.C.1. by adding, after the term, "Engineer" the term "or Resident Project Representative".

SC-6.20.A. Change the first sentence of Paragraph 6.20.A by replacing the term "Owner and Engineer" in the first sentence, with the term " , Owner, Engineer, and Resident Project Representative".

SC-6.20.B Change the first sentence of Paragraph 6.20.B by replacing the term "Owner or Engineer" with the term "Owner, Engineer or Resident Project Representative".

SC-7.03 Add a new paragraph immediately after Paragraph 7.02 that is to read as follows:

*SC-7.03 Separate Contractor Claims*

A. Should Contractor cause damage to the work or property of another contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner or Engineer or Resident Project Representative, Contractor, without involving any other party, shall either:

1. remedy the damage,
2. agree to compensate the other contractor for remedy of the damage,  
or
3. remedy the damage and attempt to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law.

- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer, Resident Project Representative, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising directly, indirectly, or consequentially out of or relating to any claim or action, legal or equitable, brought by any other contractor against Owner or Engineer or Resident Project Representative to the extent said claim is based upon Contractor's performance of the Work.
- C. Should another contractor cause damage to the Work or property of Contractor at the Site or should the performance of work by any other contractor at the Site give rise to any other claim, Contractor shall not institute any action, legal or equitable, against Owner or Engineer or Resident Project Representative, or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner or Engineer or Resident Project Representative on account of any such damage or claim.
- D. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim therefore in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner or Engineer or Resident Project Representative for any delay, disruption, interference, or hindrance caused by any other contractor.

SC-8.01.A. Amend paragraph 8.01.A. by adding after the term "Engineer" to words "or Resident Project Representative".

SC-9.03 Add a new paragraph immediately after Paragraph 9.03.A that is to read as follows:

SC-9.03.B Resident Project Representative (RPR) will be Owner's employee or agent at the Site, will act as directed by and under the supervision of the Owner, and will confer with the Owner and Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of the Engineer.

1. Duties and Responsibilities of RPR:
  - a. Schedules: Review the Progress Schedule, Schedule of Submittals, and Schedule of Values prepared by Contractor and consult with Owner and Engineer concerning acceptability.
  - b. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
  - c. Liaison:
    - 1) Serve as Owner's and Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing understanding of the intent of the Contract Documents as directed by the Engineer.
    - 2) Assist in obtaining from Owner or Engineer additional details or information, when required for proper execution of the Work.
  - d. Shop Drawings and Samples:
    - 1) Record date of receipt of Shop Drawings and Samples, that are received at the Site.
    - 2) Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
    - 3) Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Engineer.
  - e. Review of Work, Rejection of Defective Work, Inspections and Tests:
    - 1) Conduct observations of the Work in progress on the Site to assist Engineer in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
    - 2) Report to Engineer when RPR believes that any Work is unsatisfactory, faulty, or defective or does not conform generally to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise Engineer of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
    - 3) Verify that tests, equipment, and systems startups, and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof; and observe, record, and report to Engineer appropriate details relative to the test procedures and startups.
    - 4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.

- f. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- g. Modifications: Consider and evaluate Contractor's suggestions for modifications to Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor decisions issued by Engineer.
- h. Records:
  - 1) Maintain at the Site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, and reproductions of original Contract Documents including all Addenda, Change Orders, Work Change Directives, Field Orders, additional Drawings issued subsequent to the execution of the Agreement, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
  - 2) Keep a record recording Contractor's hours, personnel and equipment on the Site, weather conditions, data relative to questions on Change Orders or changed conditions, list of visitors to the Site, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
  - 3) Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- i. Reports:
  - 1) Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and Schedule of Submittals.
  - 2) Consult with Engineer in advance of scheduled major tests, inspections, or start of important phases of the Work.
  - 3) Report immediately to Engineer and Owner upon the occurrence of any Site accident, any Hazardous Environmental Condition, emergencies or acts of God endangering the Work, or property damage by fire or other cause.
- j. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission, and submit recommendations to Engineer, noting particularly 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.
- k. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals, and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually

installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the Work.

1. Completion:
  - 1) Before Engineer issues a certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
  - 2) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public authorities having jurisdiction over the Work.
  - 3) Conduct final inspection in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed or corrected.
  - 4) Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance of the Work.
2. The RPR shall not:
  - a. Authorize any deviation from the Contract Documents or substitution of materials or equipment, including “or equal” items.
  - b. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.
  - c. Undertake any of the responsibilities of Contractor, Subcontractors, or Contractor’s superintendent.
  - d. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction, unless such advice or directions are specifically required by the Contract Documents.
  - e. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
  - f. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
  - g. Authorize Owner to occupy the Project in whole or in part.
  - h. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

SC-9.08.A Change “30 days” in the last sentence to read “10 days”.

SC-10.05.B Delete paragraph B in its entirety and replace with the following:.

Notice: Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 10 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 30 days after

the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- SC-12.01.C Delete the semicolon at the end of GC 12.01.C.2.c, and add the following:
- provided, however, that on any subcontracted work the total maximum fee to be paid by Owner to Contractor under this Paragraph shall be no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the work;
- SC-12.03.C. Change the first sentence of Paragraph 12.03.C by replacing the term "Owner and Engineer" in the first sentence, with the term "Owner, Engineer, and Resident Project Representative".
- SC-12.03.E. Change the first sentence of Paragraph 12.03.E by replacing the term "Owner and Engineer" in the first sentence, with the term "Owner, Engineer, and Resident Project Representative".
- SC-13.01.A. Change the first sentence of Paragraph 13.01.A. by replacing the term "Owner or Engineer" with the term "Owner, Engineer, or Resident Project Representative".
- SC-13.03.A. Change the first sentence of Paragraph 13.03.A. by replacing the term "Engineer" with the term "Engineer and Resident Project Representative".
- SC-13.03.B. Delete Paragraph 13.03.B. and subparagraphs in their entirety and replace with the following:
- B. Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents.
- SC-13.04.A. Delete Paragraph 13.04.A. in its entirety and replace with the following:
- A. If any Work is covered contrary to the written request of Engineer or Resident Project Representative, it must, if requested by Engineer or Resident Project Representative, be uncovered for Engineer's or Resident Project Representative's observation and replaced at Contractor's expense.

SC-13.04.D. Change the words “If, the uncovered work is not found to be defective,” to read “Unless the Contractor was provided with prior written request not to cover the work, if the uncovered work is not found to be defective,”.

SC-14.02.A Add new paragraphs immediately after Paragraph 14.02.A.3 that are to read as follows:

SC-14.02.A.4. Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer. Contractor's Applications for Payment will be due within 7 days after the last day of each month during performance of the Work. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements. A progress payment will not be made whenever the value of the Work completed since the last previous progress payment is less than \$5,000.

1. Prior to Substantial Completion

- a. Progress payments will be made in the amount of up to 90 percent of the Work completed, (with the balance being retainage), less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Paragraph 14.02 of the General Conditions; and
- b. 90 percent of the cost of materials and equipment not incorporated in the Work but suitably stored (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

SC-14.02.C. Replace the existing paragraph with the following:

All payments to Contractor shall be made in accordance with Florida's Local Government Prompt Payment Act.

SC-14.04.B. Change the terms “Owner, Contractor and Engineer” to read “Owner, Contractor, Engineer and Resident Project Representative”.



SC-14.07.C. Replace the existing paragraph with the following:

All payments to Contractor shall be made in accordance with Florida's Local Government Prompt Payment Act.

SC-16.01 Add new paragraphs immediately after Paragraph 16.01.A that are to read as follows:

SC-16.01.B Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

SC-16.01.C Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

SC-16.01.D If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor,

1. elects in writing to demand arbitration of the Claim, pursuant to Paragraph SC-16.02, or
2. agrees with the other party to submit the Claim to another dispute resolution process.

SC-16.02 Add a new paragraph immediately after Paragraph 16.01 that is to read as follows:

SC-16.02      *Arbitration*

- A. All Claims or counter claims, disputes, or other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for Claims that have been waived by the making or acceptance of final payment as provided by Paragraph 14.09), including but not limited to those not resolved under the provisions of Paragraph SC-16.01.B and SC-16.01.C will be decided by arbitration in accordance with Construction Industry Arbitration Rules of the American Arbitration Association, subject to the conditions and limitations

of this Paragraph SC-16.02. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the 30-day period specified in Paragraph SC-16.01.D. and in all other cases within a reasonable time after the Claim or counter claim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim or counter claim, dispute, or other matter in question would be barred by the applicable statute of limitations.
- C. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder, or in any other manner any individual or entity (including Engineer, Resident Project Representative, and the officers, directors, partners, employees, agents, or consultants of each and any of them) who is not party to this Contract unless:
  - 1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
  - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- D. The award rendered by the arbitrator(s) shall be:
  - 1. consistent with the agreement between the parties, and
  - 2. in writing, and shall include:
    - a. a concise breakdown of the award, and
    - b. a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.
- E. Subject to provisions of the Controlling Law relating to vacating or modifying an arbitration award, the award will be final. Judgment may be entered upon it in any court having jurisdiction thereof and it will not be subject to modification or appeal.

- F. The fees and expenses of the arbitrator(s) and any arbitration service shall be shared equally by Owner and Contractor.

SC-17.07 Add a new paragraph immediately after Paragraph 17.06 that is to read as follows:

*SC-17.07 Confidential Information*

- A. All Drawings, Specifications, technical data, and other information furnished to Contractor either by Owner or Engineer or developed by Contractor or others in connection with the Work are, and will remain, the property of Owner or Engineer, and shall not be copied or otherwise reproduced or used in any way except in connection with the Work, or disclosed to third parties or used in any manner detrimental to the interests of Owner or Engineer.
- B. The following information is not subject to the above confidentiality requirements:
  - 1. information in the public domain through no action of Contractor in breach of the Contract Documents; or
  - 2. information lawfully possessed by Contractor before receipt from Owner or Engineer; or
  - 3. information required to be disclosed by Laws or Regulations, or by a court or agency of competent jurisdiction. However, in the event Contractor shall be so required to disclose such information, Contractor shall, prior to disclosure, provide reasonable notice to Owner and Engineer, who shall have the right to interpose all objections Owner may have to the disclosure of such information.

SC-18 Add new Article immediately after Article 17, which is to read as follows:

ARTICLE SC-18 – STATUTORY REQUIREMENTS

SC-18.01 This Article contains portions of certain Laws or Regulations which, by provision of Laws or Regulations, are required to be included in the Contract Documents. The material included in this Article may not be complete or current. Contractor's obligation to comply with all Laws and Regulations applicable to the Work is set forth in Paragraph 6.09 of the General Conditions.

++ END OF SPECIAL CONDITIONS ++

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**SECTION 01001  
INDEX OF PLANS**

**PART 1 – GENERAL**

The Bid Set Plans bearing the general title of Lime Sludge Pond Closure and dated September 9, 2016, are included with, and form a part of, the Contract Documents for this Project.

SHEET NO.	DESCRIPTION
G-1	COVER SHEET
G-2	LEGEND AND ABBREVIATIONS
G-3	GENERAL NOTES
G-4	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
C-1	EXISTING SITE CONDITIONS
C-2	SITE GRADING PLAN
C-3	STANDARD DETAILS

**PART 2 – PRODUCTS (NOT APPLICABLE)**

**PART 3 – EXECUTION (NOT APPLICABLE)**

**END OF SECTION**

**01010**  
**SUMMARY OF WORK**

**PART I – GENERAL**

1.01 REQUIREMENTS INCLUDED

The Work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies, and furnishing all transportation and services, including fuel, power, water, and essential communications, and performance of all labor, work or other operations required for the fulfillment of the Contract in strict accordance with the specifications, schedules, drawings, and other Contract Documents as herein defined, all which are made a part hereof, and including such detail sketches as may be furnished by the ENGINEER from time to time during construction in clarification of said Contract Documents. The Work shall be completed and all work, materials, and services not expressly shown or called for in Contract Documents which may be necessary for the complete and proper construction of the work in good faith shall be performed, furnished, and installed by the CONTRACTOR as though originally so specified or shown, at no increase in cost to the OWNER.

Gopher tortoise relocation shall be done by others and is NOT part of the CONTRACTOR'S scope of work. CONTRACTOR shall not commence construction until authorized by the ENGINEER and/or OWNER.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

The Lime Sludge Pond Closure project includes the following, with necessary materials, equipment, labor, etc., for construction as shown on the drawings.

1. Dewatering of the site (as required);
2. Clearing and Grubbing;
3. Excavation of the lime sludge and the berm;
4. Transport of the lime sludge to the North Manatee Waste Management Facility for disposal;
5. Import, spreading and compaction of fill material; and
6. Site restoration.

1.03 CONTRACT METHOD

The work hereunder will be constructed under a UNIT PRICE contract, itemized as set forth in the Bid Schedule and defined in Section 01025 - Measurement and Payment.

The CONTRACTOR shall include the General Conditions and Supplemental Conditions of the Contract as part of all Subcontract Agreements.

1.04 JURISDICTION

Agencies having jurisdiction over construction of this project include but are not limited to:

- Florida Department of Health
- City of Venice
- Sarasota County

The CONTRACTOR shall secure any permits associated with construction as required by the agency(s) having jurisdiction, shall abide by all rules and regulations of each and shall pay all costs in connection with the permits. The CONTRACTOR shall pay for such permits and inspection fees to ensure compliance with their requirements.

#### 1.05 NOTICES TO PROPERTY OWNERS, AUTHORITIES, AND ENGINEERS

- A. The CONTRACTOR shall, as provided in General Conditions, notify property owners of adjacent properties and utilities when performance of the Work may affect them.
- B. When any utility service connection must be interrupted, the CONTRACTOR shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices shall conform to any applicable local ordinance and will be delivered in writing, shall include appropriate information concerning the interruption and instructions on how to limit their inconvenience.
- C. The CONTRACTOR shall contact the property owners, Fire Department, Police Department, Emergency Medical Services, U.S. Postal Department, and ENGINEER, at least 48 hours prior to closing any street.
- D. Utilities and other concerned agencies shall be contacted at least 48 hours prior to excavating near underground utilities or pole lines.
- E. The CONTRACTOR shall review with the various utility companies the construction methods and work to be done in the vicinity of utilities. When temporary relocation is necessary sufficient advance notice shall be given by the CONTRACTOR to the utility involved.

#### 1.06 COORDINATION

It shall be the responsibility of the CONTRACTOR to coordinate his operations and those of his subcontractors in such a manner so as to avoid interference or delays and ensure the orderly progress of work in the areas of common or interdependent construction activities. The limits of the Contract are indicated on the Plans and specified herein. However, these limits may be altered by mutual agreement of the CONTRACTOR with the OWNER, with the written Agreement of the ENGINEER, in order to facilitate the Work operations.

The Work of this Contract may involve coordination with other utility companies or agencies, either performing connection repair or maintenance service on their own facilities. The CONTRACTOR shall coordinate and cooperate with all utility companies and other contractors working in the same area that this Contract entails. This shall include, but not be limited to, the telephone company; the electric power company; the cable television company; the gas company; the highway contractor; all subcontractors; and any other contractors who are performing work within the area of this Contract.

This effort to coordinate and cooperate with all utility companies and other CONTRACTORS shall be toward, but not be limited to, maintaining public access to the various cross streets, residences, commercial establishments, and other institutions within the limits of construction and adjoining streets, and maintaining the area's electric, telephone, cable television, gas, water, and sewer services.

#### 1.07 REFERENCE STANDARDS

Reference to the standards of any technical society, organization, or association or to codes of local or state authorities shall mean the latest effective standard, code, specification, or standard adopted and published at the date of receipt of bids, unless specifically stated otherwise.

#### 1.08 AVAILABILITY OF LAND

Nothing in this Contract shall imply that the CONTRACTOR has exclusive use of roadways or public and/or private land employed to perform the Work.

1.09 CONTRACTOR'S USE OF PREMISES

The CONTRACTOR shall maintain his construction operations within the property limits and areas designated by the OWNER. In the event that the CONTRACTOR deems it necessary or advisable to operate beyond the limits as provided by the OWNER, he shall be responsible for coordinating such efforts with the OWNER.

1.10 SALVAGE OF MATERIAL AND EQUIPMENT

No items shall be salvaged and reused without permission from the OWNER or the ENGINEER unless specifically stated otherwise in the bid form.

The OWNER reserves the right of first refusal to salvage any item. If so directed by the ENGINEER, the CONTRACTOR shall deliver to a location any items to be salvaged by the OWNER.

1.11 STORAGE OF MATERIALS

Storage conditions shall be acceptable to the OWNER for all materials and equipment not incorporated into the Work but included in applications for payment. Such storage arrangements and conditions shall be presented in writing and shall afford adequate and satisfactory security and protection. Off-site storage facilities shall be accessible to the ENGINEER. The stored materials shall be insured for full value. Certificates of Insurance coverage must be submitted to the OWNER or ENGINEER with the request for payment by the CONTRACTOR. All arrangements and costs for storage facilities shall be paid by the CONTRACTOR, unless specifically designated in the Contract Documents to be furnished by the OWNER.

**PART 2 – PRODUCTS (NOT APPLICABLE)**

**PART 3 – EXECUTION (NOT APPLICABLE)**

**END OF SECTION**



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## SECTION 01025

### MEASUREMENT AND PAYMENT

#### PART I – GENERAL

##### 1.01 GENERAL INFORMATION

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

It is the intent of these Contract Documents that any cost for which compensation is not directly provided by a bid item shall be prorated and included in the bid item(s) for which they are required. Failure of the CONTRACTOR to follow this procedure shall be basis for rejection of this bid.

The prices stated in the Proposal include all costs and expenses for taxes, labor, equipment, commissions, transportation charges and expenses, patent fees and royalties, together with any and all other costs and expenses for performing and completing the Work as shown on the plans and specified herein. The basis of payment for any item at the unit price shown in the Proposal shall be in accordance with the description of that item in this Section.

All Work shall be in accordance with the Technical Specifications.

Unless specifically listed as a Bid Item, no separate payment will be made for the following items and the cost of such Work shall be included in the applicable contract pay items of Work.

1. Clearing and grubbing;
2. Excavation, including necessary pavement/slab removal;
3. Shoring and sheeting;
4. Dewatering and disposal of surplus water including well point dewatering as directed by ENGINEER;
5. Backfill;
6. Grading;
7. Replacement or restoration of paved or unpaved roadways, grass and shrubbery plots outside of established pay limits;
8. Replacement or restoration of curbing, gutter, sidewalk, and site restoration of any areas damaged during construction activities;
9. Temporary facilities and controls during construction such as water/sanitary facilities, traffic control and environmental protection, unless specifically provided for in a pay item;
10. Removing and disposing of waste material due to construction;
11. Cleanup;
12. Refill materials, except as hereinafter specified;
13. Testing and placing system in operation;
14. Any material or equipment required installed and/or used for the tests;
15. Maintaining the existing quality of service during construction;
16. Repair and/or cleaning of storm sewers, inlets & catch basins damaged or filled with sediment during construction;
17. Color audio-video construction record;
18. Providing the services of an Independent Testing Laboratory for materials and compaction testing.

19. Providing the services of a professional LAND SURVEYOR, licensed in the State of Florida, to establish horizontal and vertical control, layout the Work, and assist with the preparation of record drawings;
20. Cost to reproduce drawings, specifications, shop drawings, and reports for the CONTRACTOR's use and for submissions to the OWNER;
21. Temporary fencing;
22. Dust Control;
23. Noise suppression measures;
24. Removing, relocating, resetting existing street signage to facilitate construction;
25. Removing, relocating, resetting mailboxes to facilitate construction;
26. Utility notification and location and exploratory pits; and
27. All other appurtenant Work as required for a complete and operable system.
28. Damage to owner's property will be repaired within three days.

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

Following final payment by the OWNER, the CONTRACTOR shall maintain seed and mulch, shrubbery, trees, fences, sod, and other surfaces disturbed for a period of six (6) months thereafter. The cost of maintaining the restored areas is considered incidental to the cost of restoring the areas disturbed by the CONTRACTOR. These costs shall be prorated and included in the cost for the bid item which it is required.

#### 1.02 MEASUREMENT

The quantities for payment under this Agreement shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the OWNER, in accordance with the applicable method of measurement therefore contained herein. A representative of the OWNER shall witness all field measurement. Payment shall be made and shall be based on percent complete of the Lump Sum price according to the schedule of values.

#### 1.03 PAYMENT

The CONTRACTOR will be paid monthly, by the OWNER, for Work performed the previous month. Each application for payment shall be submitted with a copy of record drawings, to date, as well as an updated schedule for the project. Payment shall be for the approved and accepted amount of Work that the CONTRACTOR has accomplished in the previous month.

Payment shall be made and shall be based on percent complete for Lump Sum pay items and on a measured quantity, unit price basis for unit price pay items.

### **PART 2 – PRODUCTS (Not Used)**

### **PART 3 - EXECUTION**

#### 3.01 Bid Items: Lime Sludge Pond Closure

##### A. LIME SLUDGE REMOVAL (Bid Item #1)

The CONTRACTOR shall provide all labor, equipment and materials for dewatering of the site as necessary, clearing and grubbing, and excavating, transport and disposal of lime sludge. All Work shall be in accordance with the Technical Specifications. Payment for this

bid item shall be based on the actual tons of lime sludge removed from the site.

**B. GRADING OF BERM MATERIAL (Bid Item #2)**

The CONTRACTOR shall provide all labor, equipment, and materials for dewatering, clearing and grubbing, excavating and grading the berm material. All Work shall be in accordance with the Technical Specifications. Payment for this bid item shall be based on the actual cubic yards of berm excavated and graded.

**C. IMPORT AND PLACEMENT OF FILL MATERIAL (Bid Item #3)**

The CONTRACTOR shall provide all labor, equipment and materials for purchase and delivery, placement and compaction of fill material, final site restoration and seeding/sodding. All Work shall be in accordance with the Technical Specifications and Plans. Payment for this bid item shall be based on the actual cubic yards of fill delivered and placed on the site.

**D. ASPHALT RESTORATION (Bid Item #4)**

The CONTRACTOR shall provide all labor, equipment, and materials to restore asphalt roadway that was damaged during the course of construction. The asphalt restoration shall include saw cutting, removing and replacing the entire asphalt layer to the milling limits shown on the drawings or:

1. Placing, grading, and compacting sub-base, base, and approved asphaltic pavement over excavated area as specified in the Contract Documents;
2. Milling the full lane width of all damaged lanes and designated intersection areas indicated in the Approved Construction Plans so as to provide a uniform longitudinal profile and cross-section;
3. Sweeping of the milled surface;
4. Disposal of all surplus existing materials resulting from milling operations;
5. Restoring, placing, grading, and compacting approved asphaltic pavement at the thickness specified in the Contract Documents.

Payment shall be made on a square yard basis, in place complete and acceptable to the ENGINEER.

**E. MOBILIZATION AND DEMOBILIZATION (Bid Item #5)**

The bid price for mobilization and demobilization shall be a lump sum amount and shall include securing a staging area in proximity to the Work if public lands are insufficient; moving onto the site all materials and equipment; furnishing and erecting temporary buildings, access roads and other items as necessary to complete the Work; providing a color audio-videotape of existing conditions of the construction site or route; providing field trailers, sanitary facilities and potable water facilities as required for the proper performance and completion of the Work.

Payment for Mobilization and Demobilization each month shall be an equal percentage of the Mobilization and Demobilization bid item, spread equally over the Contract time.

Payment for mobilization will be on an incremental basis in accordance with the following:

Percent of Original Contract Amount <u>Earned</u>	Allowable Percent of the Lump Sum <u>Price for the Item</u>
5	15
10	25
25	50
50	75
75	85
100	100

F. MAINTENANCE OF TRAFFIC CONTROL (Bid Item #6)

The bid price for Traffic Control shall be a lump sum amount. This bid item shall include preparation of a Maintenance of Traffic plan consistent with the CONTRACTOR'S Work schedule/plan and coordination with through the Project Representative with the OWNER, County or State traffic control authority. It shall include the construction and maintenance of any necessary detour facilities, traffic control barriers; providing of necessary facilities for access to residences and businesses, etc. along the project; furnishing, installing and maintaining of traffic control and safety devices during construction, including placement and removal of temporary pavement markings, and signs; temporary wheelchair ramps, temporary lighting for night Work, and any other special requirements for safe and expeditious movement of both vehicular and pedestrian traffic.

Payment for Maintenance of Traffic and Traffic Control will be on an incremental basis in accordance with the following:

Percent of Original Contract Amount <u>Earned</u>	Allowable Percent of the Lump Sum <u>Price for the Item</u>
20	20
40	40
60	60
80	80
100	100

Payment shall be made on a square yard basis, in place complete and acceptable to the ENGINEER.

G. GENERAL CONDITIONS (Bid Item #7)

The bid price for General Conditions shall be a lump sum amount and shall include obtaining all permits, insurance, and bonds.

The bid price for General Conditions shall not exceed 5% of the Base Bid Subtotal.

H. OWNER'S ALLOWANCE (Bid Item #8)

The bid price for Owner's Allowance shall be a lump sum amount for the project. Payment shall be made to the CONTRACTOR, at the sole discretion of the OWNER for additional Work requested by the OWNER that is not covered by the scope of Work identified in this Contract. The Owner's Allowance will be used only with the prior written approval of the OWNER. A scope description and fee breakdown shall be provided to the OWNER for any proposed use of the Owner's Allowance.

I. PERMIT FEE ALLOWANCE (Bid Item #9)

Payment will be made to the CONTRACTOR based on actual invoiced amount paid by the CONTRACTOR to obtain required Site Prep Permit issued by the OWNER.

Payment will not be made for:

1. CONTRACTOR premiums or markups.
2. Fees incurred due to CONTRACTOR'S negligence.
3. Permits required for items for the CONTRACTOR'S convenience but not required by the Contract Documents or the ENGINEER.

**END OF SECTION**

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## **SECTION 01030 SPECIAL PROJECT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT**

- A. When a particular product is specified or called for, it is intended and shall be understood that the proposal tendered by the CONTRACTOR included those products in his bid. Should the CONTRACTOR desire products equal to those specified, the CONTRACTOR shall furnish information as described in the Standard General Conditions. The alternate product or products submitted by the CONTRACTOR shall meet the requirements of the Specifications and shall, in all respects, be equal to the products specified by name herein.
- B. All apparatus, mechanism, equipment, machinery and manufactured articles for incorporation into the Work shall be the new and unused standard products of recognized reputable Manufacturers.
- C. The CONTRACTOR shall maintain the staging area in a tidy manner and shall execute cleaning activities per Section 01710, Cleaning.

#### **1.02 CONTRACTOR PROVIDED STAGING AREA**

- A. The CONTRACTOR may use part of the site to stage construction activities such as material storage, parking, or tool & supply storage. The CONTRACTOR shall secure staging area(s) as he may require and the cost shall be included as part of the price bid for the work.
- B. Appropriate temporary security fencing and effective erosion control measures shall be provided for the staging area(s). In particular, effective measures shall be employed to prevent soil, mud, or dust from being tracked onto roadway surfaces. The cost to provide and maintain temporary security fencing and erosion control measures shall be considered an incidental project cost shall not be separately measured for payment.
- C. The CONTRACTOR shall maintain the staging area in a tidy manner and shall execute cleaning activities per Section 01710, Cleaning.
- D. When the Work of this project is completed, and before final payment is made to the CONTRACTOR, the staging area shall be restored according to the agreement between the CONTRACTOR and the OWNER including removal of temporary fencing and erosion control measures. Roadway damage that may have occurred because of construction equipment operation shall be repaired to the satisfaction of the ENGINEER. The OWNER may withhold payment retainage to the CONTRACTOR until the requirements of this paragraph are satisfied.



### 1.03 PROVISIONS FOR CONTROL OF EROSION

- A. Sufficient precautions shall be taken during construction to minimize the run-off of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other polluting materials harmful to humans, fish, or other life, into the supplies and surface waters of the state. Control measures must be adequate to assure that turbidity in the receiving water will not be increased more than 10 nephelometric turbidity units (NTU), or as otherwise required by the state or other controlling body, in water used for public water supply or fish unless limits have been established for the particular water. In surface water used for other purposes, the turbidity must not exceed 25 NTU unless otherwise permitted. Special precautions shall be taken in the use of construction equipment to prevent operations which promote erosion.
- B. Comply with the requirements of the EPA-NPDES general permit for stormwater discharges and the stormwater pollution prevention plan developed for the project.

### 1.04 WARRANTIES

- A. The CONTRACTOR and the materials manufacturers shall warranty all workmanship and materials for a minimum period of twelve (12) months. Warranty period shall commence on the date of Final Acceptance by the OWNER.
- B. If, within the warranty period, repairs or changes are required in connection with guaranteed work which, in the opinion of the ENGINEER, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the CONTRACTOR shall, promptly upon receipt of notice from the OWNER and without expense to the OWNER, do the following:
  - 1. Place in satisfactory condition in every particular all of such warranted work and correct all defects herein.
  - 2. Make good all damage which, in the opinion of the ENGINEER, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract.
  - 3. Make good any work or material or site disturbed in fulfilling any such guarantee.
- C. If the CONTRACTOR, after notice, fails within (10) days to proceed to comply with the terms of this warranty, the OWNER may have the defects corrected, and the CONTRACTOR and his surety shall be liable for all expense incurred, provided, however, that in case of an emergency where, in the opinion of the OWNER, delay would cause loss or damage, repairs may be started without notice being given to the CONTRACTOR and the CONTRACTOR shall pay the cost thereof.
- D. All special guarantees or warranties applicable to specific parts of the work, as may be stipulated in the Contract Specifications or other papers forming a part of this Contract, shall be subject to the terms of this paragraph during the first year of life of each such guarantee. All special guarantees and manufacturers' warranties shall be assembled by the CONTRACTOR and delivered to the ENGINEER, along with a summary list thereof, before the acceptance of the Work.

- E. The CONTRACTOR's twelve (12) month warranty or guarantee period shall be part of the project performance bond.

#### 1.05 PUBLIC NUISANCE

- A. The CONTRACTOR shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.
- B. Trash accumulation, including accumulation of the lunch-break refuse, shall be avoided. The CONTRACTOR shall provide appropriate containers for collecting rubbish and the CONTRACTOR's superintendent shall enforce their use. The containers shall also be regularly emptied.
- C. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.

#### 1.06 HAZARDOUS LOCATIONS

- A. CONTRACTOR shall perform work in accordance with OSHA, state and local safety requirements.

#### 1.07 RELOCATIONS

- A. The CONTRACTOR shall be responsible for the relocation of structures, including but not limited to: utility poles, signs, sign poles, fences, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

#### 1.08 SUSPENSION OF WORK DUE TO WEATHER

- A. During inclement weather, all work that could be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the ENGINEER as to suspensions shall be final and binding. The ability to issue such an order shall not be interpreted as a requirement to do so. During suspension of the Work for any cause, the Work shall be suitably covered and protected so as to preserve it from injury by the weather or otherwise; and, if the ENGINEER shall so direct, rubbish and surplus materials shall be removed. Throughout the duration of the Work, the CONTRACTOR shall provide effective erosion control.

#### 1.09 HURRICANE PREPAREDNESS PLAN

- A. Within 30 days of the date of Notice to Proceed, the CONTRACTOR shall submit to the ENGINEER and OWNER a Hurricane Preparedness Plan, The Plan should outline the necessary measures that the CONTRACTOR proposes to perform at no additional cost to the OWNER in case of a hurricane warning.
- B. In the event of inclement weather, or whenever ENGINEER shall direct; the CONTRACTOR shall carefully protect the Work and materials against damage or injury from the weather. If, in the opinion of ENGINEER, any portion of Work materials has been damaged or injured by reason of failure on the part of the CONTRACTOR or

subcontractors to protect the Work, such Work and materials shall be removed and replaced at the expense of the CONTRACTOR.

#### 1.10 SALVAGE

- A. Any existing equipment or material, including but not limited to, valves, pipes, fittings, couplings, etc., which is removed or replaced as a result of construction under this project may be designated as necessary and delivered, to the OWNER at a location directed by the OWNER, at the CONTRACTOR's expense. Removed material not designed as salvage, or that the ENGINEER decides is not to salvage, shall become the property of the CONTRACTOR, removed from the site, and properly disposed at the CONTRACTOR's expense.

#### 1.11 PERMITS

- A. Upon notice of award, the CONTRACTOR shall immediately apply for all applicable permits not previously obtained by the OWNER to do the work from the appropriate governmental agency or agencies. No Work shall commence until all applicable permits have been obtained and copies delivered to the ENGINEER. The cost for obtaining all permits shall be borne by the CONTRACTOR.
- B. The CONTRACTOR shall be responsible for complying with all permits conditions for any permits that the OWNER has already obtained.

#### 1.12 PUMPING

- A. The CONTRACTOR shall, for the duration of the contract, and with his own equipment, pump out stormwater runoff or groundwater which may flow, seep or leak into excavations.
- B. CONTRACTOR shall provide labor, material, and equipment necessary to provide a pump discharge that is located and made in a manner acceptable to the ENGINEER; that meets all permits and environmental protection requirements; and meets all federal, state, and local laws. At no time will the CONTRACTOR be allowed to pump sewage or polluted water into storm drains, streams, open channels, or onto streets during the course of the work. The CONTRACTOR shall also provide all necessary noise suppression devices to minimize pump noise and comply with the noise requirements of the Contract Documents.

#### 1.13 NOTIFICATION OF WORK ON EXISTING FACILITIES

- A. Before commencing Work on any of the existing structures or equipment, the CONTRACTOR shall notify the OWNER/ENGINEER, in writing, at least 10 calendar days in advance of the date he proposes to commence such Work.
- B. CONTRACTOR shall notify the various permitting and regulatory agencies prior to commencing the Work permitted and regulated by the affected permits in accordance with the conditions of the permit.

#### 1.14 EXISTING UNDERGROUND PIPING, STRUCTURES AND UTILITIES

- A. The attention of the CONTRACTOR is drawn to the fact that during excavation, the possibility exists that the CONTRACTOR will encounter various water, gas, telephone, electrical, service laterals or other utility lines not shown on the Drawings. The CONTRACTOR shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage thereto. Should damage occur to an existing line, the CONTRACTOR shall immediately contact the utility and the OWNER. If the repair is to be completed by the CONTRACTOR it shall be carried out in a timely and quality manner. Cost associated with such damage shall be borne by the CONTRACTOR at no additional cost to the OWNER.
- B. It is the responsibility of the CONTRACTOR to ensure that all utility or other poles, the stability of which may be endangered by the close proximity of excavation, are temporarily supported in position while work proceeds in the vicinity of the pole and that utility or other companies concerned be given reasonable advance notice of any such excavation by the CONTRACTOR. All costs are the responsibility of the CONTRACTOR.
- C. The locations of existing utilities are shown without express or implied representation, assurance, or guarantee that they are complete or correct or that they represent a true picture of underground piping to be encountered. Encountering existing utilities at different depth or locations than shown on the drawings shall not be cause for additional cost to the OWNER.
- D. The existing piping and utilities that interfere with new construction shall be rerouted as shown, specified or required. The CONTRACTOR shall excavate sufficiently ahead of the proposed work to predict potential conflicts. Before any piping and utilities not shown on the Drawings are disturbed, the CONTRACTOR shall immediately notify the ENGINEER of the location of the pipeline or utility and shall reroute or relocate the pipeline or utility as directed.
- E. The CONTRACTOR shall exercise care in any excavation to locate all existing piping and utilities. All utilities that do not interfere with completed work shall be carefully protected against damage. Any existing utilities damage in any way by the CONTRACTOR shall be restored or replaced by the CONTRACTOR at his expense, as directed by the ENGINEER.
- F. It is intended that wherever existing utilities such as water, gas, telephone, electrical, or other service lines must be crossed, deflection of the pipe within recommended limits and cover shall be used to satisfactorily clear the obstruction unless otherwise indicated on the Drawings. However, when in the opinion of the OWNER or ENGINEER this procedure is not feasible, the ENGINEER may direct the use of fittings for the utility crossing. The CONTRACTOR shall verify utility crossing with test pits prior to construction as required by the ENGINEER.

#### 1.15 JOB SITE SECURITY

- A. The CONTRACTOR shall properly protect the work area to prevent the public from entering the work area. The CONTRACTOR shall furnish and erect such barricades, fences, light, and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the work as necessary. Barricades/fencing

shall be painted or have a reflective color that will be visible at night. From sunset to sunrise, the CONTRACTOR shall furnish and maintain at least one light at each barricade/fence and sufficient numbers of barricades/fencing shall be erected to keep vehicles or pedestrians from entering on or into any work under construction.

- B. The CONTRACTOR will be held responsible for all damage to the work due to failure of barricades, fencing signs, and lights to protect it and whenever evidence is found of such damage, the CONTRACTOR shall immediately remove the damaged portion and replace it at his cost and expense. The CONTRACTOR's responsibility for the maintenance of barricades, signs, and lights shall not cease until the project has been accepted by the OWNER.

#### 1.16 GEOTECHNICAL INVESTIGATION

- A. CONTRACTORS may perform geotechnical investigations at the site if they deem necessary for preparing their bids with proper notification to the OWNER.

#### 1.17 STORMWATER POLLUTION PREVENTION PLAN AND NOTICE OF INTENT

- A. Prior to the start of construction, the CONTRACTOR shall sign the Stormwater Pollution Prevention Plan provided on sheet G-4 and file the Notice of Intent to Discharge Stormwater from Construction Activities with the FDEP along with associated fee. Compensation for the fee will be paid for from contract's permitting allowance.

#### 1.18 COOPERATION WITH OTHER CONTRACTORS

- A. The CONTRACTOR is not entitled to exclusive use of the site. The OWNER may perform additional work with its own forces or through another CONTRACTOR within the project area. The CONTRACTOR shall provide the other OWNER contractors, including but not limited to the other CONTRACTOR's employees, agents, subcontractors, and suppliers (or the OWNER's forces performing the additional work), access to the site and shall cooperate with said CONTRACTORS and the OWNER.

#### 1.19 SUSPENSION OF WORK

- A. The ENGINEER can shut down work if deviation from the Contract Documents is observed without prior written approval. Questions, interpretations, or clarifications about the Work must be submitted by the CONTRACTOR through a Request for Information (RFI) document.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 01050 FIELD ENGINEERING**

### **PART 1 - GENERAL**

#### **1.01 DESCRIPTION**

- A. Scope of Work: Provide and pay for field engineering service for Project.
  - 1. Survey work required in execution of Work.
  - 2. Civil, structural, or other professional engineering services specified or required to execute CONTRACTOR's construction methods.
  - 3. The method of field staking for the construction of the Work shall be at the option of the CONTRACTOR. The OWNER has provided the engineering survey necessary to establish reference points which in his judgment are necessary to enable the CONTRACTOR to proceed with his Work.
  - 4. The accuracy of any method of staking shall be the responsibility of the CONTRACTOR. All engineering for vertical and horizontal control shall be the responsibility of the CONTRACTOR.
  - 5. The CONTRACTOR shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the CONTRACTOR, the CONTRACTOR shall not proceed with any Work until he has established such points, marks, lines, and elevations as may be necessary for the prosecution of the Work.
  - 6. The CONTRACTOR shall retain the services of a registered LAND SURVEYOR licensed in the State of Florida to identify existing control points and maintain a survey during construction.
- B. Related Requirements Described Elsewhere:
  - 1. Conditions of the Contract.
  - 2. Summary of Work: Section 01010.

#### **1.02 QUALIFICATIONS OF SURVEYOR OR ENGINEER**

- A. Qualified ENGINEER or registered LAND SURVEYOR, acceptable to the OWNER and the ENGINEER.
- B. Registered PROFESSIONAL ENGINEER of the discipline required for the specific service on the Project, currently licensed in the State of Florida.

#### **1.03 SURVEY REFERENCE POINTS**

- A. Locate and protect control points prior to starting Site Work, and preserve all permanent reference points during construction.

1. Make no changes or relocations without prior written notice to the ENGINEER.
2. Report to the ENGINEER when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
3. Require surveyor to replace Project control points which may be lost or destroyed at no additional cost to the OWNER. Establish replacement based on original survey control.

#### 1.04 PROJECT SURVEY REQUIREMENTS

- A. Establish a minimum of two (2) permanent bench marks on site, referenced to data established by survey control points.

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

- B. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means. Site improvements:
- a. Stakes for grading, fill, and topsoil replacement.
  - b. Utility slopes and invert elevations.
- C. From time to time, verify layouts by same methods.

#### 1.05 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At the end of the project, submit a certified site survey at 1 inch equals 20 feet scale on reproducible tracing sheets 24 inches by 36 inches.

#### 1.06 SUBMITTALS

- A. Submit name and address of SURVEYOR to the ENGINEER.
- B. On request of the ENGINEER, submit documentation to verify accuracy of field engineering work.
- C. Submit (3) full-size 22"x34" drawings of the as-built survey, signed and sealed by a Registered Land Surveyor.
- D. Submit (2) CD-ROMs of the as-built survey in AutoCAD 2013 or newer format.
- E. Submit (2) CD-ROMs of the GIS data.

#### **PART 2 - PRODUCTS (NOT USED)**

#### **PART 3 - EXECUTION (NOT USED)**

### **END OF SECTION**

**SECTION 01060  
REGULATORY REQUIREMENTS & PERMITS**

**PART I – GENERAL**

1.01 REQUIREMENTS

- A. The CONTRACTOR shall comply with all Federal, State, and local building codes, laws and/or ordinances appropriate to the project.
- B. The CONTRACTOR shall comply with these codes, laws, regulations, rules, and directives of all agencies, boards, districts, and governmental bodies having jurisdiction.
- C. The CONTRACTOR shall obtain and pay the cost of all permits and fees associated with the project. The CONTRACTOR shall be reimbursed for fees associated with the Site Prep Permit issued by the OWNER.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. All applicable sections of the Specifications
- B. General Conditions

**PART 2 – PRODUCTS (NOT APPLICABLE)**

**PART 3 – EXECUTION**

3.01 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section; it shall be included in the lump sum price bid for Mobilization (Bid Item #6).

**END OF SECTION**



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**SECTION 01061**  
**STORMWATER POLLUTION PREVENTION / NPDES REQUIREMENTS**

**PART I – GENERAL**

1.01 SECTION INCLUDES

- A. Stormwater Pollution Prevention Plan requirements and recommendations under the NPDES program

1.02 PURPOSE

- A. The purpose of this section is to outline minimum requirements for stormwater pollution prevention as required under the NPDES program. There may be more stringent local government or OWNER requirements for Erosion and Sediment Control, which would be located in the Specifications or on the Drawings. The more stringent requirement governs.

1.03 RELATED SECTIONS

- A. Section 01060: Regulatory Requirements
- B. Section 01568: Temporary Erosion and Sedimentation Control
- B. Section 02270: Erosion and Sediment Control

1.04 ABBREVIATIONS

- A. NPDES - National Pollution Discharge Elimination System
- B. SWPPP - Stormwater Pollution Prevention Plan
- C. NOI - Notice of Intent
- D. NOT - Notice of Termination

1.05 CONSTRUCTION PROJECTS REQUIRING COMPLIANCE WITH NPDES GENERAL PERMIT

- A. All projects 1 or more acres in size that discharge to offsite areas.

1.06 GENERAL REQUIREMENTS

- A. The CONTRACTOR and all subcontractors involved with a construction activity that disturbs site soil or who implement a pollutant control measure identified herein must comply with the following requirements of the NPDES General Permit and any local governing agency having jurisdiction concerning erosion and sedimentation control.
- B. The CONTRACTOR is responsible for preparing a SWPPP and for completing and submitting the required NOI and NOT forms, and paying all associated fees. NOI and NOT forms, and permit application fee information are available for download at:
  - 1. Projects located in Florida: [www.dep.state.fl.us/water/stormwater/npdes/](http://www.dep.state.fl.us/water/stormwater/npdes/)
- C. The SWPPP shall include the elements necessary to comply with the national baseline general permit for construction activities administered by the U.S. Environmental Protection Agency (EPA) or states designated to administer the EPA NPDES program, and shall also include all local governing agency and OWNER requirements. There may be more stringent local government or OWNER requirements for Erosion and Sediment Control, which would be located in the Specifications or on the Drawings.

- D. A copy of the NOI and a description of the project must be posted in a prominent place for public viewing at the construction site.
- E. The SWPPP must be implemented at the start of construction. A complete copy of the SWPPP, including copies of all inspection reports, plan revisions, etc., must be retained at the project site at all times during working hours and kept in the permanent project records for at least three years following submission of the NOT.
- F. The CONTRACTOR must provide names and addresses of all subcontractors working on this project who will be involved with the major construction activities that disturb site soil. That information must be part of the SWPPP.
- G. The CONTRACTOR and all subcontractors involved with the major construction activities that disturb site soil must sign a copy of the appropriate certification statement included herein.
- H. Regular inspections by the CONTRACTOR must be made to determine effectiveness of the SWPPP. The inspector must be a person familiar with the site, the nature of the major construction activities, and qualified to evaluate both overall system performance and individual component performance.
- I. The SWPPP must be updated each time there are significant modifications to the pollutant prevention system or a change of contractors working on the project who disturb site soil. The CONTRACTOR must notify EPA or the local state agency administering the NPDES program as soon as these modifications are implemented.
- J. Discharge of oil or other hazardous substances into the storm water is subject to reporting and cleanup requirements. Refer to Part III.B of the NPDES General Permit for additional information. Copies of the NPDES General Permit are available for download at the sites listed in item B.
- K. Once the site reaches final stabilization, the general contractor must complete and submit the NOT to the required NPDES agency and the OWNER.
- L. The SWPPP must be amended as necessary during the course of construction in order to keep it current with the pollutant control measures utilized at the site.
- M. A record of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated must be maintained until the NOT is filed. Copies of these records shall be provided to the OWNER.
- N. The SWPPP must be implemented before construction begins on the site. The primary purpose of the SWPPP is to address the impact of storm rainfall and runoff on areas of the ground surface disturbed during the construction process. In addition, it shall include recommendations for controlling other sources of pollution that could accompany the major construction activities. The SWPPP will terminate when disturbed areas are stabilized, construction activities are completed, and the NOT has been filed.

#### 1.07 ALLOWABLE NON STORMWATER DISCHARGES DURING CONSTRUCTION

- A. The national baseline General Permit for Storm Water Discharges from Construction Activities prohibits most non-storm water discharges during the construction phase. Allowable non-storm water discharges that could occur during construction on this project, which would therefore be covered by the General Permit, include:

1. Discharges from fire fighting activities
2. Fire hydrant flushing
3. Water used to wash vehicles or control dust
4. Water flowing from potable sources and water line flushing
5. Irrigation drainage
6. Runoff from pavement wash-down where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents have not been used
7. Springs and uncontaminated groundwater

#### 1.08 MINIMUM SWPPP CONSTRUCTION GUIDELINES

- A. Construct rock pads for construction entrance/exit.
- B. Install sediment barriers down slope from construction activities that disturb site soil.
- C. Construct rock surface for temporary parking.
- D. Install sediment barriers on the down slope prior to clearing and grubbing.
- E. Install sediment barriers on the down slope side of utility construction and soil stockpiles.
- F. Install sediment barriers on the down slope from disturbed soil during grading activities.

#### 1.10 MINIMUM EROSION AND SEDIMENT CONTROL

- A. The primary technique to be used at this project for stabilizing site soil will be to provide a protective cover of turf grass or pavement.
- B. Within 14 days after construction activity ceases on any particular area, all disturbed ground where there will not be construction for longer than 21 days must be seeded with fast-germinating temporary seed and protected with mulch.
- C. All areas at final grade must be sodded or permanently seeded and mulched (as required by the Drawings) within 14 days after completion of the major construction activity. Final site stabilization is achieved when turf grass cover provides permanent stabilization for at least 70 percent of the disturbed soil surface, exclusive of areas that have been paved.
- D. Construction traffic must enter and exit the site at the stabilized construction entrance. The purpose is to trap dust and mud that would otherwise be carried off-site by construction traffic.
- E. Water trucks will be used as needed during construction to reduce dust generated on the site. Dust control must be provided by the CONTRACTOR and shall be in compliance with applicable local and state dust control regulations.
- F. No solid materials, including building materials, are allowed to be discharged from the site with storm water. All solid waste, including disposable materials incidental to the major

construction activities, must be collected and placed in containers. The containers shall be emptied periodically by a contract trash disposal service and hauled away from the site.

- G. Substances that have the potential for polluting surface and/or groundwater must be controlled by whatever means necessary in order to ensure that they do not discharge from the site. As an example, special care must be exercised during equipment fueling and servicing operations. If a spill occurs, it must be contained and disposed of so that it will not flow from the site or enter groundwater, even if this requires removal, treatment, and disposal of soil. In this regard, potentially polluting substances should be handled in a manner consistent with the impact they represent.
- H. All personnel involved with construction activities must comply with state and local sanitary or septic system regulations. Temporary sanitary facilities will be provided at the site throughout the construction phase. They must be utilized by all construction personnel and shall be serviced by a commercial operator.
- I. Non-storm water components of site discharge must be clean water. Water used for construction, which discharges from the site, must originate from a public water supply or private well approved by the State Health Department. Water used for construction that does not originate from an approved public supply must not discharge from the site.
- J. Chemicals, paints, solvents, fertilizers, and other toxic material must be stored in waterproof containers. Except during application, the contents must be kept in trucks or within storage facilities. Runoff containing such material must be collected, removed from the site, treated, and disposed at an approved solid waste or chemical disposal facility.
- K. Between the time the SWPPP is implemented and final site stabilization is achieved, all disturbed areas and pollutant controls must be inspected at least once every seven calendar days and within 24 hours following a rainfall of 0.5 inches or greater. The inspections are to be conducted by the CONTRACTOR'S designated representative.
- L. Sediment barriers must be inspected and, if necessary, they must be enlarged or cleaned in order to provide additional capacity. All material excavated from behind sediment barriers shall be stockpiled on the up slope side. Additional sediment barriers shall be constructed as needed.
- M. All discharge points must be inspected to determine whether erosion control measures are effective in preventing significant impacts to receiving waters.
- N. Based on inspection results, any modification necessary to increase effectiveness of this SWPPP to an acceptable level must be made within seven calendar days of the inspection. The inspection reports must be completed entirely and additional remarks should be included if needed to fully describe a situation. An important aspect of the inspection report is the description of additional measures that need to be taken to enhance plan effectiveness. The inspection report must identify whether the site was in compliance with the SWPPP at the time of inspection and specifically identify all incidents of non-compliance.
- O. Inspection reports must be kept on file by the CONTRACTOR as an integral part of this SWPPP for at least three years from the date of completion of the project.
- P. It is the responsibility of the CONTRACTOR to assure the adequacy of site pollutant discharge controls.

**PART 2 – PRODUCTS (NOT APPLICABLE)**

**PART 3 – EXECUTION (NOT APPLICABLE)**

3.01 MEASUREMENT AND PAYMENT

- A. The CONTRACTOR shall be responsible for permit fees.
- B. There shall be no special measurement or payment for the work under this section; it shall be included in the lump sum price bid for Mobilization (Bid Item #6).

**END OF SECTION**

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**CONTRACTOR  
CERTIFICATION**

The contractor and/or subcontractor(s) that will implement the pollutant control measures described in the SWPPP must be identified below. Each must sign a statement certifying that they understand the NPDES general permit authorizing storm water discharges during construction. These statements must be maintained in the SWPPP file on site.

Contractor implementing the SWPPP:

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Business Name

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Business Address

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Business Telephone Number

CERTIFICATION: (Note signature requirements in Part VI.G. of the NPDES General Permit.)

***"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification."***

---

Signature

Date

---

Printed Name



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## **SECTION 01090 DEFINITIONS AND STANDARDS**

### **PART I – GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. Drawing and general provisions of contract, including General and Supplementary Conditions and Division 1 and Division 2 Specification Sections, apply to this section.

#### **1.02 DEFINITIONS**

- A. General: Basic Contract definitions are included in the General Conditions.
- B. Indicated: The term "Indicated" refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.
- C. Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the ENGINEER", "requested by the ENGINEER", and similar phrases. However, no implied meaning shall be interpreted to extend the ENGINEER'S or OWNER'S responsibility into the CONTRACTOR'S area of construction supervision.
- D. Approve: The term "approved", where used in conjunction with the ENGINEER's or OWNER'S action on the CONTRACTOR'S submittals, applications, and requests, is limited to the duties and responsibilities of the ENGINEER or OWNER as stated in General and Supplementary Conditions or the Construction Agreement. Such approval shall not release the CONTRACTOR from responsibility to fulfill Contract requirements unless otherwise provided in the Contract Documents.
- E. Regulation: The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work, whether lawfully imposed by authorities having jurisdiction or not.
- F. Furnish: The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations".
- G. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations".
- H. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use".
- I. Installer: An "Installer" is the CONTRACTOR or an entity engaged by the CONTRACTOR, either as an employee, subcontractor, or sub-subcontractor for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
  - 1. The term "experienced," when used with the term "Installer" means having a

minimum of five (5) previous Projects similar in size and scope to this Project, being familiar with the precautions required, and having complied with requirements of the authority having jurisdiction.

- J. Project Site: The space available to the CONTRACTOR for performance of construction activities, either exclusively or in conjunction with others performing other construction activities as part of the Project. The extent of the Project Site is shown in the Contract Documents and may or may not be identical with the description of the land upon which the Project is to be built.
- K. Testing Laboratories: A "testing laboratory" is an independent entity engaged by the CONTRACTOR to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

### 1.03 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16-Division format and MASTERFORMAT numbering system.
- B. Specification Content: This Specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
  - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.
  - 2. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the CONTRACTOR. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the CONTRACTOR, or by others when so noted.
    - a. The words "shall be" shall be included by inference wherever a colon (:) is used within a sentence or phrase.
- C. Assignment of Specialists: The Specification requires that certain specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and assignments are requirements over which the CONTRACTOR has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the CONTRACTOR.
  - 1. This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
  - 2. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter". It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

## 1.04 INDUSTRY STANDARDS

- A. **Applicability of Standards:** Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference. Individual Sections indicate which codes and standards the CONTRACTOR must keep available at the Project Site for reference.
- B. **Publication Dates:** Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of date of Contract Documents.
1. **Updated Standards:** At the request of the ENGINEER, CONTRACTOR, or authority having jurisdiction, submit a Change Order proposal/request where an applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected. The ENGINEER and OWNER will decide whether to issue a Change Order to proceed with the updated standard.
- C. **Conflicting Requirements:** Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the ENGINEER for a decision before proceeding.
1. **Minimum Quantity or Quality Levels:** In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements. Refer instances or uncertainty to the ENGINEER for a decision before proceeding.
- D. **Copies of Standards:** Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed for performance of a required construction activity, the CONTRACTOR shall obtain copies directly from the publication source.
- E. **Abbreviations and Names:** Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations as referenced in Contract Documents are defined to mean the associated names. Names and addresses are subject to change and are believed to be, but are not assured to be, accurate and up to date as of date of the Contract Documents.

AAMA	American Architectural Manufacturer's Association 1827 Walden Office Square Suite 104 Schaumburg, IL 60173	(847) 303-5664
ACI	American Concrete Institute P.O. Box 9094 Farmington Hills, MI 48333	(248) 848-3700

AIA	American Institute of Architects 1735 New York Ave., N.W. Washington, DC 20006	(202) 626-7300
ANSI	American National Standards Institute 11 East 42 <sup>nd</sup> Street New York, NY 10036	(212) 642-4900
APA	American Plywood Association P.O. Box 11700 Tacoma, WA 98411	(206) 505-8605
ARMA	Asphalt Roofing Manufacturers Association 4041 Powder Mill Road Suite 404 Calverton, MD 20705	(301) 231-9050
ASTM	American Society for Testing and Materials 100 Barrharbor Drive West Conshohoken, PA 19428	(610) 832-9500
AWPA	American Wood Preserver's Association P.O. Box 5690 Grandbury, TX 76049	(817) 326-6300
AWPB	American Wood Preserver's Bureau 2750 Prosperity Avenue Suite 550 Fairfax, VA 22031	(703) 204-0500
AWS	American Welding Society 550 NW 42 <sup>nd</sup> Avenue Miami, FL 33126	(305) 443-9353
FM	Factory Mutual Engineering and Research 1151 Boston-Providence Turnpike Norwood, MA 02062	(617) 364-2458
FS	Federal Specifications Specifications Unit (WFSIS) 999 "E" Street NW Washington, DC 20463	(202) 694-1000
GA	Gypsum Association 810 1st Street N.E. Suite 510 Washington, DC 20002	(202) 289-5440
ML/SFA	Metal Lath/Steel Framing Association 8 S. Michigan Avenue Suite 1000 Chicago, IL 60603	(312) 456-5590

NAAMM	National Association of Architectural Metal Manufacturers 8 S. Michigan Avenue Suite 1000 Chicago, IL 60603	(312) 332-0405
NCMA	National Concrete Masonry Association 2302 Horse Pen Road Herndon, VA 20171	(703) 713-1900
NFPA	National Fire Protection Association 1 Batterymarch Park Quincy, MA 02269	(617) 770-3000
NRCA	National Roofing Contractors Association 10255 West Higgins Road Suite 600 Rosemont, IL 60018	(847) 299-9070
NIST	National Institute of Standards of Technology 100 Bureau Drive Gaithersberg, MD 20899	(301) 975-6478
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077	(847) 966-6200
PDI	Plumbing and Drainage Institute 45 Bristol Drive Suite 101 S. Easton, MA 02375	(800) 589-8956
SMACNA	Sheet Metal & Air Conditioning Contractors National Association 4201 Lafayette Center Drive Chantilly, VA 20151	(703) 803-2980
SPIB	Southern Pine Inspection Bureau 4709 Scenic Highway Pensacola, FL 32504	(850) 434-2611
SPRI	Single Ply Roofing Institute 200 Reservoir Street Suite 309A Needham, MA 02494	(781) 444-0242
SSPC	Steel Structures Painting Council 2100 Wharton Street Suite 310 Pittsburgh, PA 15203	(800) 837-8303

1.05 CODES/MANUFACTURER'S RECOMMENDATIONS

- A. Applicable code requirements are included herein by this reference. However, such are minimum criteria and no reduction from Drawings or Specifications will be permitted, even if allowed by applicable code.
- B. Electrical and mechanical apparatus, fixtures and equipment shall bear approved device label of Underwriter's Laboratories.
- C. The local building code and the Standard Building Code (latest adopted edition) apply to all work. In event a conflict occurs between the local vs. Standard Code, the greater requirements shall govern.
- D. Specifically, comply with the following codes:
  - 1. Local Public Utility regulations.
  - 2. Sanitary Code of the Florida State Board of Health, and pertinent County Board of Health regulations.
  - 3. Municipal and/or County Electrical Code.
  - 4. National Electric Code.
  - 5. Standards of National Board of Fire Underwriters.
  - 6. National Fire Codes.
  - 7. National Fire Protection Association.
  - 8. Florida Energy Efficiency Code for Building Construction.
- E. Comply with recommendations of pertinent manufacturer to achieve first quality work.

1.06 SUBMITTALS:

- A. Permits, Licenses, and Certificates: For the OWNER'S records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar Documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

**PART 2 – PRODUCTS – (NOT USED)**

**PART 3 – EXECUTION – (NOT USED)**

**END OF SECTION**

## **SECTION 01200 PROJECT MEETINGS**

### **PART I – GENERAL**

#### **1.01 PRECONSTRUCTION MEETING**

Prior to the delivery of materials or the start of any construction, the CONTRACTOR shall request a Preconstruction Meeting from the ENGINEER. A minimum two (2) working days notice shall be required.

##### **A. Schedule**

The ENGINEER will establish the meeting place, time and date, distribute agenda, notify participants, and administer the meeting. The CONTRACTOR shall notify major Subcontractors.

##### **B. Attendance**

1. OWNER
2. ENGINEER
3. CONTRACTOR
4. GOVERNMENTAL AGENCIES
  - a. Major Subcontractors
  - b. Utility Companies
  - c. Safety Representatives
5. AS APPLICABLE

##### **C. Agenda**

1. The items below are to be distributed by the CONTRACTOR and discussed.
  - a. List of names and telephone numbers for superintendent, foreman and other key personnel.
  - b. List of major subcontractors and suppliers.
  - c. Projected Construction Schedules.
2. Critical Work sequencing.
3. Major equipment deliveries and priorities.
4. Project coordination.
5. Responsibilities of OWNER, ENGINEER, CONTRACTOR and other agencies.
6. Procedures and processing of:
  - a. Field decisions.
  - b. Proposal requests.
  - c. Submittals.



- d. Field Directives.
- e. Change Orders.
- f. Applications for Payment.

- 7. Adequacy of distribution of Contract Documents.
- 8. Procedures for maintaining Record Documents.
- 9. Use of premises.
- 10. Construction Facilities, Controls and Construction bids.
- 11. Temporary utilities.
- 12. Safety and first aid procedures.
- 13. Security procedures.
- 14. Housekeeping procedures.
- 15. Testing

D. Minutes

The ENGINEER will prepare and distribute copies to participants within seven (7) days of meeting. Participants shall report corrections and comments within seven (7) days of receipt of minutes.

1.02 PROGRESS MEETINGS

Progress Meetings will be held once a month or as required by the progress of the Work.

A. Schedule

The ENGINEER will establish the meeting place, time and date, distribute agenda, notify participants and administer the meeting. The CONTRACTOR shall notify major Subcontractors.

B. Attendance

- 1. ENGINEER
- 2. CONTRACTOR
- 3. Subcontractor as appropriate to the agenda.
- 4. Suppliers as appropriate to the agenda.
- 5. Others

C. Agenda

- 1. Distribute finalized minutes from previous meeting.
- 2. Review of work progress since previous meeting.

3. Review construction schedule.
4. Review shop drawings.
5. Review previous and upcoming RFIs.
6. Review pay requests and change orders.
7. Review field observations, problems, and conflicts.
8. Review project look ahead for next month.
9. Review permit status.
10. Review safety concerns.
11. Review customer concerns.
12. Review new business.
13. Review other issues.

D. Minutes

The ENGINEER will prepare and distribute copies to participants within seven (7) days of meeting. Participants shall report corrections and comments within seven (7) days of receipt of minutes.

**PART 2 – PRODUCTS (NOT APPLICABLE)**

**PART 3 – EXECUTION (NOT APPLICABLE)**

**END OF SECTION**

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## **SECTION 01300 SUBMITTALS**

### **PART I – GENERAL**

#### **1.01 CONSTRUCTION SCHEDULES**

**A. Progress Schedules**

The CONTRACTOR shall submit Progress Schedules in accordance with the General Conditions and Section 01311 of the Specifications.

**B. Submittals Schedule**

The CONTRACTOR shall submit two (2) copies of the Submittals Schedule indicating the individual items and submission dates to the ENGINEER within ten (10) working days after the Effective Date of the Agreement. Copies of this Schedule shall be made available by the CONTRACTOR for discussion during the preconstruction meeting.

**C. Schedule of Values**

The CONTRACTOR shall submit two (2) copies of Schedule of Values for the Work to the ENGINEER within ten (10) calendar days after the Effective Date of the Agreement. The Schedule of Values shall be submitted by the CONTRACTOR for discussion during the preconstruction meeting. The Schedule of Values shall be in accordance with the General Conditions and presented in sufficient detail to serve as the basis for payments during construction.

**D. Staking Schedule**

The CONTRACTOR shall submit two (2) copies of the Staking Schedule, in accordance with Section 01330 to the ENGINEER prior to mobilization. This Staking Schedule should be updated by the CONTRACTOR and submitted to the ENGINEER on a periodic basis.

#### **1.02 APPLICATIONS FOR PAYMENT**

The CONTRACTOR shall submit Applications for Payment to the ENGINEER in accordance with the provisions of the General Conditions. The CONTRACTOR shall submit a completed Application for Payment and Progress Schedule to the ENGINEER not more often than once per month. The ENGINEER will certify payments with the use of ENGINEER'S Certificate for Payment.

#### **1.03 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**A. General**

When used in the Contract Documents, the term "shop drawings" shall be considered to mean Contractor's Drawings for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, bills of material, wiring and control diagrams, and inspection and test reports including performance curves and certifications as applicable to the Work.

**B. Shop Drawings**

The shop drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to Contract Drawing Number and Detail, and Contract Specification Section and Page Number.

Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, bills of material, wiring and control diagrams, and inspection and test reports including performance curves and certifications as applicable to the Work.

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

C. Product Data

The product data shall be presented in a clear and thorough manner identified the same as the shop drawings. Included with the information shall be performance characteristics and capacities depicting dimensions and clearances required. The manufacturers' standard schematic drawings and diagrams shall be modified to delete information which is not applicable to the Work. Manufacturers' standard information shall be supplemented to provide information specifically applicable to the Work.

D. Samples

The samples shall be of sufficient size and quantity to clearly illustrate functional characteristics of the product with integrally related parts and attachment devices depicting full range of color, texture and pattern. Mark all samples with labels that include project name, date and description.

E. Submission Requirements

The CONTRACTOR shall make submittals in accordance with the approved schedule, and in such sequence as to cause no delay in the Work or in the Work of any other CONTRACTOR. No damages will be awarded or extension of time granted due to the shop drawing and product data review process. After two revisions the CONTRACTOR will be responsible for paying a review fee to the OWNER.

The CONTRACTOR shall submit an entire package of shop drawings and product data information for major items of Work so that the ENGINEER can review the package as a unit.

The number of submittals required shall be one (1) digital copy in pdf format, delivered by email or FTP as directed by the OWNER or ENGINEER, including a stamped CONTRACTOR review cover, and (4) paper copies of all submittal materials, each accompanied by a stamped CONTRACTOR review cover sheet. All four paper copies will be retained by the OWNER and ENGINEER. Submittals shall contain the following information:

- Shop Drawing Number, Title, Submittal Dates, CONTRACTOR'S signature and review stamp.
- Field dimensions, clearly identified as such.
- Relation to adjacent or critical features of the Work or materials.
- Applicable standards, such as ASTM or Federal Specification Numbers.

- Identification of deviations from Contract Documents.
- Identification of revisions on resubmittals.

The CONTRACTOR'S stamp indicating as a minimum the Project Title, Date of Submission, Date of Previous Submission, and Contract Specification Section Reference shall be initialed or signed, certifying the review and approval of submittal per General Conditions, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents.

The ENGINEER shall affix a stamp and initials or signature and indicate confirmation or requirements for resubmittal. The ENGINEER shall return to the CONTRACTOR one (1) electronic copy of review comments and/or approvals for distribution or for resubmission.

F. Resubmission Requirements

The CONTRACTOR shall make all corrections or changes in the submittals required by the ENGINEER and resubmit. The CONTRACTOR shall indicate any changes which have been made other than those requested by the ENGINEER.

G. Variations

All items specified are not necessarily intended to be a manufacturer's standard product. Variations from specified items will be considered on an "or equal" basis. If submittals show variations from Contract requirements because of standard shop practice or for other reasons, the CONTRACTOR shall describe such variations in his letter of transmittal and on the shop drawings along with notification of his intent to seek contract adjustment. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the CONTRACTOR fails to describe such variations he shall not be relieved of the responsibility for executing the Work in accordance with the Contract, even though such drawings have been reviewed. Variations submitted but not described may be cause for rejection. Any variations initiated by the CONTRACTOR will not be considered as an addition to the scope of Work unless specifically noted and then approved as such in writing by the ENGINEER.

1.04 SPECIFICATION SECTION REQUIREMENTS

Miscellaneous schedules, field reports, test reports, affidavits, certificates, permits, agreements and other items identified in the Technical Specification Sections, or as requested by the ENGINEER shall be submitted to the ENGINEER in duplicate. As a minimum, these submittals should be identified with the Project Title, Date of Submission, and Contract Specification Section Reference.

1.05 AUDIO-VIDEO SURVEY

An Audio-Video survey is required for this project. Audio-video survey to be on DVD suitable for recording and play-back on video color equipment.

All recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation, or when more than ten (10) percent of the ground area is covered with standing water, unless otherwise authorized by the OWNER.

All video shall be properly identified as to location, time, and date in a manner acceptable to the OWNER and the ENGINEER. A copy of the video recording shall be provided to the ENGINEER as a

shop drawing submittal for approval prior to construction. Video recordings will be returned to the CONTRACTOR at the end of the warranty period, or following the resolution of any claims, whichever is longer.

To preclude the possibility of tampering or editing in any manner, all video recordings must, by electronic means, display continuously and simultaneously generated transparent digital information to include the date and time of recording. The date information will contain the month, day, and year.

For example, 10/5/12, and be placed directly below the time information. The time information shall consist of hours, minutes, and seconds, separated by colons. For example 10:20:30. This transparent information will appear on the extreme upper left hand third of the screen.

**PART 2 – PRODUCTS (NOT APPLICABLE)**

**PART 3 – EXECUTION (NOT APPLICABLE)**

**END OF SECTION**

**SECTION 01311  
CONSTRUCTION SCHEDULE AND REPORTS**

**PART I – GENERAL**

1.01 GENERAL REQUIREMENTS AND SCOPE

- A. Pursuant to the General Conditions of this contract, the following additional scheduling requirements are a part of this Contract.
- B. Work under this Section shall consist of furnishing a Construction Schedule showing in detail how the CONTRACTOR plans to execute and coordinate the Work. The Contract Schedule shall be based on and incorporate the Contract Milestone and Completion Dates specified in the Owner-Contractor Agreement and shall show the order in which the CONTRACTOR shall perform the Work, projected dates for the start and completion of separable portions of the Work, and any other information concerning the CONTRACTOR'S Work scheduling as the OWNER may request. The proposed Construction Schedule and related Schedule of Values must be submitted to the ENGINEER and the OWNER prior to mobilization of the site.
- C. The Construction Schedule shall be in the form of a bar chart and shall consist of horizontal lines, or bars, plotted along a daily time scale. Each pay item designed in the CONTRACTOR'S Schedule of Values shall be denominated as a separate activity and represented by a horizontal bar or bars on the chart. The time-scale shall indicate all required Milestone and Completion Dates as set forth in the Owner-Contractor Agreement. The horizontal bar(s) shall indicate the start and finish dates as well as the total time period of performance for each pay item activity. The CONTRACTOR shall arrange the chart so as to show the pay item activities, the allotted timeline to fulfill each and every Milestone and Completion Date requirement. This Schedule must be submitted by the CONTRACTOR prior to commencement of Work and award of Contract.
- D. Each Work item on the bar chart, as well as being correlated to the payment document, shall be broken into reasonable work segments/activities (where practicable) with individual starting and stopping dates. As a minimum, Work shall be segmented to demonstrate its relationship to the various Milestone Dates, if any. The segmented Work activities shall be cost loaded to show their dollar value as part of the entire pay item. Activity titles shall be self-explanatory; abbreviations shall be shown in the legend.
- E. If the CONTRACTOR should desire or intend to complete the Work earlier than any required Milestone or Completion date, the OWNER or the ENGINEER shall not be liable to the CONTRACTOR for any costs or other damages should the CONTRACTOR be unable to complete the Work before such Milestone or Completion date. The duties, obligations and warranties of the OWNER to the CONTRACTOR shall be consistent with and applicable only to the completion of the Work on the Milestone and completion dates required in the Owner-Contractor Agreement, unless the OWNER, ENGINEER and CONTRACTOR otherwise agree in a written Change Order.

1.02 UPDATES AND REVISIONS

- A. The chart shall be updated to show actual progress and the effect of modifications, delays and other events. A second bar for each Work item, in a contrasting color or pattern, shall be drawn parallel to the proposed schedule to show actual progress and to forecast future progress. The actual start and stop dates shall be entered, as well as the actual dates of the Milestone events. Updates are to be submitted monthly to the ENGINEER with, and as part of, each payment request.



- B. The updated Construction Schedule submitted by the CONTRACTOR shall not show a completion date later than the Contract Time, subject to any time extensions approved by the OWNER; provided, however, that if the CONTRACTOR believes he is entitled to an extension of the Contract under the Contract Documents, the CONTRACTOR shall submit to the ENGINEER, the appropriate requests pursuant to General Conditions, including with each update, a separate schedule analysis (entitled "Requested Time Adjustment Schedule") indicating suggested adjustments in the Contract Time which should, in the opinion of the CONTRACTOR, be made by time extension, due to changes, delays or conditions occurring during the past month or previously, or which are expected or contemplated by the CONTRACTOR (whether such conditions are excusable under the Contract or are allegedly due to CONTRACTOR or OWNER fault); this separate schedule, if submitted, shall be accompanied or preceded by a formal time extension request as required by the Contract Documents and a detailed narrative justifying the time extension requested. To the extent any time extension requests are pending at the time of any update in the Construction Schedule, the "Requested Time Adjustment Schedule" shall be updated also each month, to reflect any adjustments made by the CONTRACTOR in the Construction Schedule, or any time extensions previously granted by the OWNER, and to reflect actual or expected progress. Neither the ENGINEER nor the OWNER shall have any obligation to consider any time extension request unless the requirements of the Contract Documents, and specifically, but not limited to, the requirements set forth in this paragraph, are complied with; and neither the ENGINEER nor the OWNER shall be responsible to the CONTRACTOR for any constructive acceleration due to failure of OWNER to grant time extensions under the Contract Documents should the CONTRACTOR fail to substantially comply with the submission requirements and the justification requirements of this CONTRACTOR for time extension requests. CONTRACTOR'S failure to perform in accordance with the Construction Schedule shall not be excused, nor be chargeable to the OWNER, nor the ENGINEER, because the CONTRACTOR has submitted time extension requests or the "Requested Time Adjustment Schedule."
- C. Neither the updating of the CONTRACTOR'S work schedule nor the submission, updating, change or revision of any other report or schedule submitted to the OWNER by the CONTRACTOR nor review or non-objection of the OWNER or ENGINEER of any such report or schedule shall have the effect of amending or modifying, in any way, the Contract Completion Date, Milestone Dates or of modifying or limiting, in any way, the CONTRACTOR'S obligations under this Contract.
- D. All of the CONTRACTOR'S detailed calculations and documents supporting all schedules, reports, and forecasts shall be available to the OWNER and ENGINEER on request.
- E. Each updated Construction Schedule submitted by the CONTRACTOR to the ENGINEER shall be accompanied by a narrative report which reflects the following:
1. Description of Work accomplished since submission of previous progress schedule;
  2. Comparison of the actual status of the Work with the CONTRACTOR'S project schedule;
  3. Status of equipment and material deliveries;
  4. Personnel staffing schedule;
  5. Causes of any delays;
  6. Revision of schedules; and
  7. Action proposed to restore schedule.
- F. Pursuant to the General Conditions, should any of the conditions exist such that certain activities shown on the CONTRACTOR'S Construction Schedule fall behind schedule to the extent that any of the mandatory specific or milestone dates or completion dates are in

jeopardy, the CONTRACTOR shall be required to, at no extra cost to the OWNER, prepare and submit to the ENGINEER a supplementary Recovery Schedule, in a form and detail appropriate to the need, to explain and display how he intends to reschedule those activities to regain compliance with the Construction Schedule during the immediate subsequent pay period.

### 1.03 SCHEDULE OF OFF-SITE ACTIVITIES

- A. The CONTRACTOR shall include in his Construction Schedule all procurements related activities which lead to the delivery of materials to the site in a timely manner. Upon written approval by the OWNER, these activities may be submitted as a separate Off-Site Activities Schedule, properly correlated to the Construction Schedule. The schedule of off-site activities shall include, but is not limited to, the following:
1. Dates for submittals, ordering, manufacturing, or fabricating and delivery of equipment and materials. Long lead items requiring more than one month between ordering and delivery to site shall be clearly noted;
  2. All significant activities to be performed by the CONTRACTOR during the fabrication and erection/installation in a CONTRACTOR'S plant or on a job site, including materials/equipment purchasing, delivery; and
  3. CONTRACTOR'S drawings and submittals to be prepared and submitted through the ENGINEER to the OWNER for approval.
- B. The CONTRACTOR shall be solely responsible for expediting the delivery of all materials to be furnished by him so that the construction progress shall be maintained according to the current schedule for the Work as approved by the ENGINEER.
- C. The ENGINEER shall be advised in writing by the CONTRACTOR wherever it is anticipated or determined by the CONTRACTOR that the delivery date of any material and/or equipment furnished by the CONTRACTOR for installation will be later than the delivery dates shown on the schedule, subject to schedule updates.
- D. Submittals, equipment orders and similar items are to be treated as schedule activities.

### 1.04 FLOAT TIME

- A. Float or slack time is defined as the amount of time between the earliest start date and the latest start date or between the earliest finish date and the latest finish date of an activity on the Construction. Float or slack time is for the exclusive use and benefit of the OWNER. The CONTRACTOR acknowledges and agrees that actual delays, affecting activities containing float time, will not have any effect upon contract completion times, providing that the actual delay does not exceed the float time associated with those activities.
- B. Extensions of time for performance as described in the Contract Documents will be granted only to the extent that time adjustment for the activity or activities affected by any condition or event which entitles the CONTRACTOR to a time extension exceed the total float or slack of the affected activity at the time of issuance of a Change Order or the commencement of any delay or condition for which an adjustment is warranted under the Contract Documents.

## 1.05 COORDINATION

- A. The CONTRACTOR shall coordinate his work with that of other contractors and shall cooperate fully with the ENGINEER in maintaining orderly progress toward completion of the work as scheduled. The ENGINEER'S decisions regarding priority between the CONTRACTOR'S work and the work of other contractors at the site shall be final and shall not be cause for extra compensation or extension of time, except where extension of time is granted because of a delay for which CONTRACTOR is otherwise entitled to an extension of time under the Contract Documents.
- B. The milestone dates referred to in the Contract Documents for delivery of OWNER direct-purchased equipment and materials and interface activities of other contractors on the site are based on dates set forth in separate contracts with the OWNER and represent the information available at this time.
- C. Failure of OWNER direct-purchased equipment and materials to arrive as scheduled, or failure of other construction contractors to meet their schedule, shall not be justification for an extension of time, except where such failure causes, in the opinion of the ENGINEER, an unreasonable delay in the CONTRACTOR'S work, in which case the provisions of the General Conditions regarding extensions of time and extra work shall apply.
- D. The CONTRACTOR shall keep himself, and his subcontractors, advised at all times during the course of the Work regarding delivery status of OWNER direct purchased equipment and materials and of the progress of construction work being performed under separate contracts.

### **PART 2 – PRODUCTS (NOT APPLICABLE)**

### **PART 3 – EXECUTION (NOT APPLICABLE)**

**END OF SECTION**

**SECTION 01330  
CONSTRUCTION STAKING**

**PART I – GENERAL**

1.01 GENERAL REQUIREMENTS

A. Responsibility for Staking

The CONTRACTOR will set stakes and markers showing the locations of various parts of the Work as outlined herein. It shall be the responsibility of the CONTRACTOR to transfer surface line and grade for any other than normal surface open cut operations which the CONTRACTOR may conduct, and also for any operations where ordinary surface line and grade is not feasible.

1.02 RELOCATION AND RE-ESTABLISHMENT

A. Survey Control Points

The CONTRACTOR shall bear all expense involved in re-establishing and/or resetting any survey control point, land survey point or monument lost or disturbed during his construction operation. Such Work shall be done under the direct supervision of a State of Florida licensed land surveyor.

**PART 2 – PRODUCTS (NOT APPLICABLE)**

**PART 3 – EXECUTION (NOT APPLICABLE)**

**END OF SECTION**

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## **SECTION 01380 CONSTRUCTION PHOTOGRAPHS**

### **PART I – GENERAL**

#### **1.01 SCOPE OF WORK**

- A. The CONTRACTOR shall employ a competent photographer to take construction record photographs prior to start of work and periodically during the course of the Work.
- B. Related Requirements Described Elsewhere:
  - 1. Section 01010: Summary of Work
  - 2. Section 01300: Submittals

#### **1.02 PHOTOGRAPHY REQUIRED**

- A. Photographs shall be taken at each of the major stages of construction and as directed by the ENGINEER.
- B. Photographs may be taken by the CONTRACTOR'S personnel but must be of professional quality as herein specified. Photographs which are deemed unsatisfactory will be rejected and retakes will be required.
- C. Views Required
  - 1. One (1) view of each activity as directed by the ENGINEER, up to a limit of thirty (30) activities photographed per month.
  - 2. Five (5) views of overall Project site monthly, as directed by the ENGINEER.
  - 3. Each side of each structure on site, if applicable, where construction activities are present monthly.
- D. Reproduction
  - 1. All photographs shall be provided in digital format on CD or DVD.
  - 2. The photographer shall agree to furnish hard-copy prints to OWNER and the ENGINEER at commercial rates applicable at time of purchase.

#### **1.03 COST OF PHOTOGRAPHY**

- A. The CONTRACTOR shall pay costs for specified photography and storage media. Parties requiring additional photography or prints will pay the photographer directly.

### **PART 2 – PRODUCTS**

#### **2.01 DIGITAL PRINTS**

- A. Photographs taken in accordance with this Section shall be furnished to the ENGINEER on two (2) sets of CDs or DVDs, cumulative of all photos to date, and attached with each pay request.

- B. Each photograph shall be 1200x800 pixels, 360 DPI true color minimum resolution in JPEG file format.
- C. Each photograph shall bear a date and time stamp.
- D. A log, prepared in Microsoft Excel, shall be included on the CD or DVD. The log shall state the digital file name, date of photograph and orientation of view. Additional, pertinent comments may be placed on the log at the discretion of the CONTRACTOR.

## 2.02 HARD-COPY PRINTS

- A. General
  - 1. Hard-copy prints will not be provided unless specifically requested by the OWNER. The print requests shall be made as outlined in Article 1.02.D.2 of this Section.
- B. Type of Print
  - 1. Paper: Single weight, color print paper.
  - 2. Finish: Smooth surface, glossy.
  - 3. Size: 8 inch x 10 inch
- C. Identify each print on back, listing
  - 1. Name of project
  - 2. Orientation of view
  - 3. Date and time of exposure
  - 4. Name and address of photographer
  - 5. Photographer's numbered identification of exposure

## PART 3 – EXECUTION

### 3.01 TECHNIQUE

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

### 3.02 VIEWS REQUIRED

- A. Photograph from locations to adequately illustrate condition of construction and state of progress.
  - 1. At successive periods of photography, take at least one photograph from the same overall view as previously photographed.
- B. The photographer shall comply with all directions given by the ENGINEER.

### 3.03 DELIVERY OF PRINTS

- A. Deliver digital photographs on two (2) sets of CDs or DVDs to the ENGINEER to accompany

each Application for Payment.

- B. The CONTRACTOR shall store all photographs electronically for the project record file until the end of the project. A final, comprehensive CD or DVD of all photographs shall be delivered with Project Record Documents as specified in Section 01700.

**END OF SECTION**



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## **SECTION 01400 QUALITY CONTROL SERVICES**

### **PART I – GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. Drawing and general provisions of contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

#### **1.02 SUMMARY**

- A. This Section specifies administrative and procedural requirements for quality control services.
- B. Quality control services include inspections, tests and related actions including reports, performed by independent agencies, governing authorities, and the CONTRACTOR. They do not include Contract enforcement activities performed by the ENGINEER or the OWNER.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the CONTRACTOR of responsibility for compliance with Contract Document requirements.

#### **1.03 RESPONSIBILITIES**

- A. **CONTRACTOR Responsibilities:** The CONTRACTOR shall provide inspections, tests and similar quality control services as summarized below or specified in individual Specification Sections and required by governing authorities, or are provided by another identified entity; these services include those specified to be performed by an independent agency and not by the CONTRACTOR. Costs for these services shall be included in the Contract Sum. The testing agency shall be subject to the approval of the OWNER.
  - 1. The OWNER may elect to engage and pay for the services of an independent agency to perform inspections and tests specified as the OWNER'S responsibility, or at the discretion of the OWNER.
  - 2. Where the OWNER has engaged a testing agency or other entity for testing and inspection of a part of the Work, and the CONTRACTOR is also required to engage an entity for the same or related element, the CONTRACTOR shall not employ the entity engaged by the OWNER, unless otherwise agreed in writing with the OWNER.
- B. **Retesting:** The CONTRACTOR is responsible for retesting where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the CONTRACTOR'S responsibility.
  - 1. Cost of retesting construction revised or replaced by the CONTRACTOR is the CONTRACTOR'S responsibility, where required tests were performed on original construction.
- C. **Associated Services:** The CONTRACTOR shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:

1. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
  2. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
  3. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
  4. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
  5. Security and protection of samples and test equipment at the Project Site.
- D. Duties of the Testing Agency: The independent testing agency engaged to perform inspections, samplings and testing of materials and construction specified in individual Specification Sections shall cooperate with the ENGINEER and CONTRACTOR in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.
1. The Agency shall notify the ENGINEER and CONTRACTOR promptly if irregularities or deficiencies observed in the Work during performance of its activities. The Agency may not approve or accept any portion of the Work.
  2. The Agency is not authorized to release, alter or enlarge requirements of the Contract Documents.
  3. The Agency shall not perform any duties of the CONTRACTOR.
- E. Coordination: The CONTRACTOR and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition, the CONTRACTOR and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
1. The CONTRACTOR is responsible for scheduling times for inspections, tests, taking samples and similar activities.

#### 1.04 SUBMITTALS

- A. The independent testing Agency shall submit a certified written report of each inspection, test or similar service, to the ENGINEER, in triplicate, and a copy of each inspection shall be sent to the OWNER.
1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
  2. Report Data: Written reports of each inspection, test, or similar service shall include, but is not be limited to:
    - a. Date of issue.
    - b. Project title and number.
    - c. Name, address and telephone number of testing agency.
    - d. Dates and locations of samples and tests or inspections.
    - e. Names of individuals making the inspection or test.

- f. Designation of the Work and test method.
- g. Identification of product and Specification Section.
- h. Complete inspection or test data.
- i. Test results and an interpretation of test results.
- j. Ambient conditions at the time of sample-taking and testing.
- k. Comments or professional opinion as to whether inspection or testing Work complies with Contract Document requirements.
- l. Name and signature of laboratory inspector.
- m. Recommendations on retesting.

#### 1.05 QUALITY ASSURANCE

- A. Qualifications for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
  - 1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

### **PART 2 – PRODUCTS (NOT APPLICABLE)**

### **PART 3 – EXECUTION**

#### 3.01 INSPECTION OF CONDITIONS

- A. Installer's Inspection of Conditions: Require the installer of each major unit of Work to inspect the substrate to receive Work and conditions under which the Work is to be performed. The installer shall report all unsatisfactory conditions in writing to the CONTRACTOR. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.
- B. Manufacturer's Instructions: Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.
- C. Inspect each item of materials or equipment immediately prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods for securing Work. Secure Work true to line and level, and within recognized industry tolerances. Allow for expansion and building movement. Provide uniform joint width in exposed Work. Arrange joints in exposed Work to obtain the best visual effect to the satisfaction and approval of the ENGINEER and the OWNER. Refer questionable visual-effect choices to the ENGINEER and the OWNER for final decision.
- E. Recheck measurements and dimensions of the Work, as an integral step of starting each installation.
- F. Install each unit of Work during weather conditions and project status that will insure the best possible results in coordination with the entire Work. Isolate each unit of Work from

incompatible Work as necessary to prevent deterioration.

- G. Coordinate enclosure of the Work with required inspections and tests, so as to minimize the necessity of uncovering Work for that purpose.
- H. Mounting Heights: Where mounting heights are not indicated, mount individual units of Work at industry recognized standard mounting heights for the particular application indicated. Refer questionable mounting height choices to the Architect for final decision.

### 3.02 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes.
- B. Protect construction exposed by or for quality control service activities, and protect repaired construction.
- C. Repair and protection is the CONTRACTOR'S responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

**END OF SECTION**

## **SECTION 01500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROL**

### **PART I – GENERAL**

#### **1.01 LAND FOR CONTRACTOR'S USE**

##### **A. Site Access and Parking**

The CONTRACTOR shall locate roads, drives, walks and parking facilities to provide uninterrupted access to construction offices, mobilization, work, storage areas, and other areas required for execution of the Contract.

The CONTRACTOR shall maintain driveways a minimum of 15 feet wide between and around combustible materials in storage and mobilization areas.

The CONTRACTOR shall maintain traffic areas as free as possible of excavated materials, construction equipment, products, and debris.

The CONTRACTOR shall not utilize existing parking facilities for construction personnel or for the CONTRACTOR'S vehicles or equipment, unless written permission from the owner of the parking facility is obtained.

##### **B. Trucking Route and Public Road Maintenance**

Prior to the start of construction, the CONTRACTOR shall submit for review a schedule and list indicating the streets and roads within the municipality that his equipment will use off the Project site.

The CONTRACTOR shall comply with all safety requirements, weight restrictions and speed limits.

All gravel and dirt roads or streets used shall be maintained by grading, placing dust palliatives and maintenance gravel in sufficient quantities to eliminate dust and maintain traffic.

Paved streets shall be maintained in a reasonable state of cleanliness and the CONTRACTOR shall remove accumulations of debris, dirt or mud caused by his operations. This shall be done at the close of each days operation or when requested by the ENGINEER.

In order to insure adequate street maintenance as outlined above, the CONTRACTOR may be required to deposit a cash Road Protection Bond with the Agency having jurisdiction. This Bond, if required, will be held in escrow until final release is given by the Agency having jurisdiction. In the event the CONTRACTOR fails or neglects to maintain the streets to the satisfaction of the Agency having jurisdiction, the Agency having jurisdiction shall have the required maintenance work done and the cost incurred shall be deducted from the Road Protection Bond. At the completion of the Project, the Agency having jurisdiction shall return the Road Protection Bond less any monies expended by the Agency having jurisdiction and shall render to the CONTRACTOR an accounting of all monies so expended.

C. Private or Public Roads, Sidewalks and Parking Areas

The CONTRACTOR shall at all times provide emergency access to property in the vicinity of the construction for police and fire equipment, ambulances or other emergency vehicles to protect life, health and property.

Where public roads, driveways, parking areas and sidewalks are encountered throughout the community, the CONTRACTOR shall maintain those portions affected by the construction operations in a passable condition until such time as final restoration of these improvements can be made as herein specified. If, in the opinion of the ENGINEER, the public safety is in danger or the necessity exists for maintaining traffic, he may direct that backfilling be completed immediately. In the event that the necessary backfill material and equipment are not available when direction is given for immediate backfill, the trench shall be backfilled with native material to provide for the necessary maintenance of traffic and safety; however, the native material shall be removed within 48 hours and the trench properly backfilled as herein specified.

Where private roads are encountered throughout the community, the CONTRACTOR shall maintain those portions affected by its construction operations in a passable condition. These roads shall be maintained by the use of crushed shell, crushed stone, slag or compacted earth as required. Upon completion of the construction activities, the CONTRACTOR shall shape and regrade these roads leaving them in a condition adequate for normal travel.

1.02 TRAFFIC MAINTENANCE AND CONTROL

A. Road Closing

No street, road or section thereof shall be closed to through traffic unless otherwise provided for on the Plans, Specifications, or authorized by the Agency with jurisdiction over the roads. Prior to closing a street, road, or section thereof, the CONTRACTOR shall provide the ENGINEER with a copy of a detour Plan approved by the Agency having jurisdiction over the roads.

In the event roads or streets are to be closed, the CONTRACTOR shall notify the local fire department, police department, local road authority, ambulance and emergency services, Department of Public Works, U.S. Postal Department, public transit authority and public school system daily as to what streets will be partly blocked or closed, the length of time the streets will be blocked or closed and estimated when the streets will be reopened to traffic. The CONTRACTOR shall designate one responsible employee to carry out the requirements of this condition.

B. Maintaining Traffic

The CONTRACTOR shall provide access for local traffic to property along the Project by means of temporary roads, drives, culverts or other means approved by the ENGINEER. The CONTRACTOR shall grade, add surfacing materials, and dust palliatives to such temporary roads and drives as necessary for the proper maintenance of traffic.

Where the shoulder is used to maintain traffic, the shoulder shall be graded, surfaced, treated for dust, constructed, or reconstructed, as specified herein or as shown on the Plans. If the construction Work is suspended due to weather conditions or for any other reason, sufficient labor, materials and equipment shall be ready for immediate use at all times for the proper maintenance of traffic. Surfacing materials and dust palliatives shall be applied at such times and locations and in such amounts as directed by the ENGINEER.

Where shoulders are low, high, soft or rough, adequate provisions shall be taken to inform and protect the traveling public by means such as construction warning signs, barricades, lighted devices, etc. Such shoulder hazards shall be eliminated as soon as practicable.

The CONTRACTOR shall furnish, erect and maintain all signs, barricades, lights, traffic regulators, in accordance with the requirements of the current Manual of Uniform Traffic Control Devices, and all flagmen and watchmen or uniformed officers as are necessary to maintain and safeguard traffic along the entire Project. Failure to comply with these requirements may be cause to issue a stop Work Order, which shall remain in effect until all necessary devices are in place and operational. The issuance of a stop Work Order shall not be reason for granting additional compensation or an extension to the Contract time.

C. Existing Signs

No stop sign, traffic control or warning device shall be taken down until the agency having jurisdiction over the roads has been notified and arrangements for the immediate reinstallation has been made. The CONTRACTOR shall provide temporary signs, traffic control devices, warning devices, or watchmen continuously from the time the item is removed until it is reinstalled. All signs removed shall be replaced with signs meeting requirements of the agency having jurisdiction over the roads.

1.03 TEMPORARY UTILITY SERVICES

A. Electricity and Lighting

The CONTRACTOR shall be responsible for and pay all costs for the installation and removal of circuit and branch wiring, with area distribution boxes located so that power and lighting is available throughout the construction by the use of construction-type power cords and shall pay all costs of electrical power used.

Electrical wiring and distribution shall conform to the National Electrical Code as adopted by the State of Florida.

B. Use of Water

The CONTRACTOR shall acquire any and all permits, post any bonds and pay all fees required by the local Agency having jurisdiction prior to using any hydrant as the source of water.

C. Sanitary Provisions

The CONTRACTOR shall be responsible for installation, maintenance and removal of temporary sanitary facilities for use of construction personnel and ENGINEER. All rules and regulations of the State and local health officials shall be observed, with precautions taken to avoid creating unsanitary conditions.

1.04 FIELD OFFICE

A field office will not be required for this project.



**PART 2 – PRODUCTS (NOT APPLICABLE)**

**PART 3 – EXECUTION (NOT APPLICABLE)**

**END OF SECTION**

## **SECTION 01540 HURRICANE PREPAREDNESS**

### **PART I – GENERAL**

#### **1.01 REQUIREMENTS**

- A. The CONTRACTOR is responsible for having plans for protection of the Work Site during hurricanes and shall prepare and submit a Hurricane Preparedness Plan prior to any construction activity and mobilization.
- B. The Hurricane Preparedness Plan shall be submitted at the Preconstruction Meeting for approval and shall include the following:
  - 1. Items and equipment that must be removed from the Work Site.
  - 2. Methods and materials that will be utilized to secure the materials and Work Site.
  - 3. Methods and materials that will be utilized to protect uncompleted Work items.
  - 4. Plans for evacuation of staff from the Work Site.
  - 5. Plans for monitoring local weather conditions, National Weather Service weather reports, and local emergency management instructions.
  - 6. Items that must commence at the time of a hurricane watch in order to be completed and their anticipated duration.
- C. The CONTRACTOR shall immediately mobilize his Work forces when a Hurricane Watch is issued and they shall commence with those items in the Hurricane Preparedness Plan required to provide hurricane evacuation before a Hurricane Warning is issued.
- D. When the National Weather Service issues a Hurricane Watch for Sarasota County or adjoining counties, the Contractor shall immediately implement the Hurricane Preparedness plan.
- E. The Cost of preparing and implementing the Hurricane Preparedness Plan shall be the responsibility of the CONTRACTOR.
- F. The CONTRACTOR shall follow all instructions from local emergency management officials regarding evacuation of the Work Site.

#### **1.02 SUBMITTALS**

- A. Submittal of the Hurricane Preparedness Plan shall be in accordance with Section 01300.

### **PART 2 – PRODUCTS (NOT APPLICABLE)**

### **PART 3 – EXECUTION (NOT APPLICABLE)**

**END OF SECTION**

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**SECTION 01568  
TEMPORARY EROSION AND SEDIMENTATION CONTROL**

**PART I – GENERAL**

1.01 DESCRIPTION

- A. At the Preconstruction Meeting, provide the OWNER with the CONTRACTOR'S plan to prevent, control, and reduce erosion and water pollution, meeting the requirements and special conditions or any required permits authorizing project construction.
- B. If a National Pollutant Discharge Elimination System (NPDES) permit is issued or approved by the Florida Department of Environmental Protection, the CONTRACTOR'S plan shall be prepared as a part of the Approved Stormwater Pollution Prevention plan (SWPPP) as described in Section 01061.

1.02 SCOPE OF WORK

- A. The Work specified in this Section consists of planning, designing, providing, maintaining and removing temporary erosion and sedimentation controls as required by Rules and Regulations and permit conditions.
- B. Temporary erosion controls include, but are not limited to, grassing, mulching, setting, watering and reseeding on-site surfaces and soil and borrow area surfaces and providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the OWNER.
- C. Temporary sedimentation controls include, but are not limited to, silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the OWNER.
- D. The CONTRACTOR is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.

1.03 RELATED WORK DESCRIBED ELSEWHERE

- A. Section 01060: Regulatory Requirements and Permits
- B. Section 01061: SWPPP and NPDES Requirements
- C. Section 02200: General Earthwork

1.04 QUALITY ASSURANCE

- A. Erosion and sedimentation control measures shall be in compliance with the best management practices as outlined in the Florida Stormwater, Erosion, and Sedimentation Control Inspectors Manual, 2008. Florida Department of Environmental Protection and Florida Department of Transportation, as may be amended and as required by Chapter 62-25, Florida Administrative Code, as may be amended.
- B. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and Roadway and Traffic Design Standards, latest editions:

1. Index No. 102 - Temporary Erosion and Sediment Control
2. Index No. 103 - Turbidity Barriers
3. Specification Section 300 - Prime and Tack Coats for Base Courses

## **PART 2 – PRODUCTS**

### **2.01 SEDIMENTATION CONTROL**

- A. Bales shall be clean, seed-free cereal hay type.
- B. Netting shall be fabricated of material acceptable to the OWNER.
- C. Filter stone shall be crushed stone which conforms to Florida Department of Transportation (FDOT) specifications.
- D. Concrete block shall be hollow, non-load bearing type.
- E. Concrete shall be exterior grade not less than 1-inch thick.

## **PART 3 – EXECUTION**

### **3.01 POLLUTION PREVENTION PLAN**

- A. The SWPPP will include this erosion control plan and all additional measure that will be employed to dispose of, control, or prevent the discharge of solid, hazardous, and sanitary wastes to waters of the U.S.
- B. The OWNER and ENGINEER will review and approve the CONTRACTOR'S part of the SWPPP, including required signed certification statements, before construction activities begin.
- C. Failure of the CONTRACTOR to sign any required documents or certification statements will be considered a default of the Contract.
- D. Any earth disturbing activities performed without the required signed documents or certification statements may be considered a violation of the Clean Water Act by the EPA.
- E. When a SWPPP is required, prepare the erosion control plan in accordance with the sequence of operations and present in the NPDES Stormwater Pollution Prevention Plan required format provided by the FDEP. The erosion control plan shall describe, but not be limited to the following items or activities:
  1. For each phase of construction operations or activities, supply the following information:
    - a. Locations of all erosion control devices
    - b. Types of all erosion control devices
    - c. Estimated time erosion control devices will be in operation
    - d. Monitoring schedules for maintenance of erosion control devices
    - e. Methods of maintaining erosion control devices
    - f. Containment or removal methods for pollutants or hazardous wastes
  2. The name and telephone number of the person responsible for monitoring and maintaining the erosion control devices.

### 3.02 SEDIMENTATION CONTROL

Install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Hay bales which deteriorate and filter stone which is dislodged shall be replaced.

### 3.03 PERFORMANCE

- A. Should any of the temporary erosion and sediment control measures employed by the CONTRACTOR fail to produce results which comply with the requirements of the State of Florida, the OWNER or ENGINEER, the CONTRACTOR shall immediately take whatever steps are necessary to correct the deficiency at his own expense.
- B. The CONTRACTOR shall comply with the Stormwater Pollution Prevention Plan provided in this section and all NPDES records shall be kept on-site and available for inspection if required.

**END OF SECTION**

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## **SECTION 01600 MATERIAL AND EQUIPMENT**

### **PART I – GENERAL**

#### **1.01 TRANSPORTATION AND HANDLING**

##### **A. Transportation**

The CONTRACTOR shall provide for expeditious transportation and delivery of materials and equipment to the Project site in an undamaged condition and on a schedule to avoid delay of the Work. Materials and equipment shall be delivered in original containers or packaging with identifying labels intact and legible.

##### **B. Handling**

The CONTRACTOR shall provide equipment and personnel at the site to unload and handle materials and equipment in a manner to avoid damage. Materials and equipment shall be handled only at designated lifting points by methods to prevent bending or over stressing.

#### **1.02 STORAGE AND PROTECTION**

##### **A. Storage**

The CONTRACTOR shall store materials and equipment immediately on delivery, and protect it until installed in the Work.

Materials shall not be stored in preserve areas of existing vegetation that is to remain.

Products subject to damage by elements shall be stored in weather tight enclosures with temperature and humidity ranges as required by manufacturers instructions.

Loose granular materials shall be stored on solid surfaces to prevent mixing with foreign matter.

The place of storage shall be located so as to minimize interference with traffic and to provide easy access for inspection. No material shall be stored closer than five (5) feet to the edge of a pavement or traveled way open to the public.

Materials that have been stored shall be subject to retest and shall meet the requirements of their respective specifications at the time they are to be used in the Work.

#### **1.03 MANUFACTURERS INSTRUCTIONS**

When Contract Documents require that installation of Work shall comply with manufacturer's instructions, the CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to the ENGINEER. The CONTRACTOR shall handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with ENGINEER for further instructions.



## 1.04 SUBSTITUTIONS AND PRODUCT OPTIONS

### A. Products List

Within four (4) days of request, the CONTRACTOR shall submit a complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor, if applicable, to the ENGINEER.

### B. CONTRACTOR'S Product Options

1. For products specified only by reference standard, the CONTRACTOR may, with OWNER approval, select any product meeting that standard. An item may be considered equal to the item so named or described if, in the opinion of the OWNER and ENGINEER:

- a. It is at least equal in quality, durability, appearance, strength, and design;
- b. It will perform at least equally the specific function imposed by the general design for the work being contracted for or the material being purchased; and
- c. It conforms substantially, even with deviations, to the referenced standards.

Approval by the OWNER and the ENGINEER will be granted based upon considerations of quality, workmanship, economy of operation, suitability for the purpose intended, and acceptability for use on the Project.

2. For products specified by naming several products or manufacturers the CONTRACTOR shall select any one (1) of the products or manufacturers named, which complies with the specifications.

3. For products specified by naming one (1) or more products or manufacturers and or equal, the CONTRACTOR must submit a Substitution Request Form for any product or manufacturer not specifically named, in accordance with the General Conditions.

4. For products specified by naming only one (1) product and manufacturer, there is no option.

## **PART 2 – PRODUCTS (NOT APPLICABLE)**

## **PART 3 – EXECUTION (NOT APPLICABLE)**

### **END OF SECTION**

## **SECTION 01700 PROJECT CLOSEOUT**

### **PART I – GENERAL**

#### **1.01 CLEANING**

The CONTRACTOR shall perform periodic cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and wind-blown debris, resulting from construction operations. Waste material, debris and rubbish shall be periodically removed from the Work Site and disposed of at legal disposal areas away from the site. Prior to OWNER acceptance the CONTRACTOR shall conduct an inspection.

#### **1.02 PROJECT RECORD DOCUMENTS**

The CONTRACTOR shall deliver one (1) copy of all Specifications, Addenda, Shop Drawings and Samples, annotated to show all changes made during the construction process, to the ENGINEER upon completion of the Work. Submittal of the Record Documents shall be made with a transmittal letter containing:

- Date
- Project Title and Number
- CONTRACTOR'S Name and Address
- Title and Number of each Record Document
- Certification that each Document as submitted is complete and accurate
- Documents shall be submitted in good order and in a legible condition.

#### **1.03 RECORD DRAWINGS**

Upon completion of the project, the CONTRACTOR shall provide the ENGINEER with a complete set of record drawings. Any changes shall be clearly marked in ink on reproducibles provided by the ENGINEER. This is the responsibility of the CONTRACTOR and shall not be construed to be the responsibility of any other party.

#### **1.04 SCHEDULING**

The CONTRACTOR shall coordinate efforts between the ENGINEER, any equipment manufacturers, subcontractors and governing agencies in the scheduling of required close-out procedures

#### **1.05 SUBSTANTIAL COMPLETION**

Certification that the Work is substantially complete shall be in accordance with the General Conditions.

#### **1.06 FINAL PAYMENT AND ACCEPTANCE**

The final inspection, final application for payment and acceptance shall be in accordance with the General Conditions.

**PART 2 – PRODUCTS (NOT APPLICABLE)**

**PART 3 – EXECUTION (NOT APPLICABLE)**

**END OF SECTION**

## **SECTION 01710 CLEANING**

### **PART I – GENERAL**

#### 1.01 REQUIREMENTS

- A. The CONTRACTOR shall execute cleaning during progress of the Work and at completion of the Work, as required by the General Conditions and these specifications.

#### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. All applicable sections of the Specifications
- B. General Conditions

#### 1.03 DISPOSAL REQUIREMENTS

- A. The CONTRACTOR shall conduct its cleaning and disposal operations to comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

### **PART 2 – PRODUCTS**

#### 2.01 MATERIALS

- A. The CONTRACTOR shall use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

### **PART 3 – EXECUTION**

#### 3.01 DURING CONSTRUCTION

- A. The CONTRACTOR shall execute cleaning as determined necessary by the ENGINEER or OWNER to keep the Work, the site and adjacent properties free from accumulation of waste material, rubbish and windblown debris, resulting from Construction Work. Site cleaning shall be performed not less than weekly.
- B. The CONTRACTOR shall provide on-site containers for the collection of waste materials, debris and rubbish.
- C. The CONTRACTOR shall remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

#### 3.02 DUST CONTROL

- A. Perform operations so that dust and other contaminants resulting from Construction Work operations will not cause any damages or maintenance problems to adjacent properties.
- B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.

3.03 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Power brush clean paved roadways.
- C. Remove all trash and debris in roadways, sidewalk, and landscape areas
- D. Broom clean sidewalk surfaces, power clean if determined necessary by ENGINEER; rake clean other surfaces of the project area.
- E. Prior to final completion, CONTRACTOR shall conduct an inspection to verify the entire work is clean.
- F. All storage and staging areas shall be cleaned and returned to prior conditions or better as per requirements of this Section.

3.04 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section. It shall be included in the lump sum price bid for Mobilization (Bid Item #6).

**END OF SECTION**

## **SECTION 02100 CLEARING AND GRUBBING**

### **PART I – GENERAL**

#### 1.01 DESCRIPTION

##### A. Scope

This Section includes all clearing and grubbing Work indicated on the Plans and as required, complete with cutting and removal of trees, shrubs, vegetation, stumps, logs, brush, roots and undergrowth, and disposal of materials.

##### B. Related Work Specified Elsewhere

1. Measurement and Payment: Section 01025
2. General Earthwork: Section 02200
3. Site Grading: Section 02215

### **PART 2 – PRODUCTS (NOT APPLICABLE)**

### **PART 3 – EXECUTION**

#### 3.01 EXECUTION OF WORK

##### A. General

1. Areas designated for improvements on the Plans shall be cleared of all trees, shrubs, vegetation, stumps, logs, brush, roots, buildings, pavement, concrete, and debris.

2. Clearing and Removal

Within areas for roadways, sidewalks, and parking areas where the finished grade is five (5) feet or less in height above the existing ground, trees, stumps, and roots shall be removed to a depth of not less than 12 inches below the existing ground. Within areas for roadways sidewalks, and parking areas, where the finished grade is more than five (5) feet in height above existing ground, trees and stumps shall be cut off flush with the existing ground surface. For embankment areas outside of the roadways, sidewalks, and parking areas, trees and stumps shall be cut off flush with the existing ground surface, or as indicated on the Plans or as directed by the OWNER.

Within areas designated for a building pad the trees, stumps, roots, vegetation and other debris shall be removed completely.

3. Removal of Trees, Stumps, and Other Vegetation

Where trees cannot be felled without danger to traffic or injury to other trees, structures or property, they shall be cut down in sections. The removal of stumps and roots may be accomplished by the use of a shredding machine meeting the approval of the OWNER.

All logs, stumps, poles, brush, and other unsatisfactory material occurring in the

Contract Limits shall be removed and shall be disposed of by the CONTRACTOR. When material is disposed of outside of the Contract Limits, disposal shall be as specified in Section 02200, General Earthwork.

Burial of materials is generally not permitted. The burial of trees, stumps and other vegetation will be permitted only if disposal areas are indicated on the Plans or directed by the OWNER. If trees and stumps are buried in these areas, they shall have a minimum cover of two (2) feet.

4. Holes and Trenches

All holes and trenches remaining after the grubbing operation in embankment areas shall have the sides broken down or leveled, and shall be refilled with acceptable material. The material shall be moistened and properly compacted in layers by tampers or rollers to the density required under roadways, parking areas, and other special areas, as directed by the ENGINEER. The same construction procedure shall be applied to all holes and trenches remaining in excavation areas where the depth of holes exceeds the depth of proposed excavation.

**END OF SECTION**

## **SECTION 02140 DEWATERING DURING CONSTRUCTION**

### **PART I – GENERAL**

#### **1.01 DESCRIPTION**

**A. Scope of Work:**

The work to be performed under this section shall include the design and installation of a temporary well point system until completion of construction to dewater subsurface waters as required. The CONTRACTOR shall be responsible for all permitting activities, including permit fees, associated with obtaining applicable permits from the State Water Management District having jurisdiction over the installation and operation of the dewatering systems.

**B. Related Work Described Elsewhere:**

1. Measurement and Payment: Section 01025.
2. General Earthwork: Section 02200.
3. Trenching, Backfilling and Compacting: Section 02226.

**C. General Design**

1. It is the CONTRACTOR'S responsibility to determine extent of dewatering area and requirements for construction.

#### **1.02 QUALITY ASSURANCE**

**A. Qualifications:** The temporary dewatering system shall be designed by a firm who regularly engages in the design of dewatering systems and who is fully experienced, reputable, and qualified in the design of such dewatering systems. The firm shall have a successful record of operation for a minimum of five (5) years prior to bid date. The design firm shall supply the ENGINEER with previous installation details of at least three (3) successful dewatering operations of a similar nature in the State of Florida.

**B.** In lieu of experience, the dewatering firm shall provide a performance and warranty bond for 1.5 times the total installed cost of the temporary dewatering system. This bond shall be executed prior to award and/or contract execution.

**C. Standards:** The dewatering of any excavation areas and the disposal of water during construction shall be in strict accordance with all local and state government rules and regulations. If a consumptive use permit is required by local water management district, the CONTRACTOR shall be responsible for obtaining said permit.

#### **1.03 SUBMITTALS**

**A. Materials and Shop Drawings:** Shop drawings required to establish compliance with the Specifications shall be submitted in accordance with the provisions of Section 01300: Shop Drawings, Working Drawings and Samples. Submittals shall include at a minimum the following:

1. Design Notes and Drawings.
2. Descriptive literature of temporary dewatering system.
3. Layout of all piping involved.



4. Observation well locations.
5. Bill of materials.

#### 1.04 CRITERIA

- A. Each wellpoint system shall be capable of dewatering and maintaining the desired groundwater levels. Observation wells shall be constructed for the purpose of testing each system. Observation wells shall be required as determined by the CONTRACTOR'S Geotechnical Engineer.
- B. Observation Wells:
  1. Prior to excavation, the CONTRACTOR shall install groundwater observation wells at locations as directed by the CONTRACTOR'S Geotechnical Engineer, who is registered in the State of Florida and as approved by the ENGINEER. The observation well shall consist of screen, casing and cap of approved size and material of construction. The observation well shall be placed in a 2 1/2-inch bore hole which shall be carried to the desired elevation. The annular space surrounding the intake point and the riser pipe shall be sealed in such a way as to prevent infiltration from surface water. The observation well shall be developed in such a manner as to ensure proper indication of subsurface water levels adjacent to the well.
  2. The CONTRACTOR shall be responsible for maintaining the observation wells and for observing and recording the elevation of groundwater in them until excavation work is completed. Each observation well shall be observed and recorded daily. Measurements shall be supplied daily to the ENGINEER. The ENGINEER may require that the observation wells reflect true groundwater levels by adding water to the well, recording the drop in the level from the time the water was added. Any plugged observation well shall be redeveloped if necessary to indicate true groundwater levels.
  3. Observation wells shall be abandoned when directed by the ENGINEER, and in a manner acceptable to the ENGINEER, and applicable regulatory agencies.

#### 1.05 PUMPING AND DRAINAGE

- A. The CONTRACTOR shall at all times during construction provide and maintain proper equipment and facilities to remove all water entering excavations, and shall keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fills have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural levels. The CONTRACTOR shall submit a plan for dewatering systems to the ENGINEER for review prior to commencing Work. The dewatering system installed shall be in conformity with overall construction plan, and certification of this shall be provided by a Geotechnical Engineer. The Geotechnical Engineer shall be required to monitor the performance of the dewatering systems during the progress of the Work and require such modifications as may be required to assure that the systems are performing satisfactorily.
- B. Dewatering shall at all times be conducted in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation. As a minimum, the water level shall be two (2) feet below the trench bottom. Well or sump installations shall be constructed with proper sand filters to prevent drawing of finer grained soil from the surrounding ground.

- C. Water entering the excavation from surface runoff shall be collected in shallow ditches around the perimeter of the excavation.
- D. The conveying of water in open ditches or trenches will not be allowed. Permission to use any storm sewers, or drains, for water disposal purposes shall be obtained from the controlling authority. Any requirements and costs for such use shall be the responsibility of the CONTRACTOR. However, the CONTRACTOR shall not cause flooding by overloading or blocking up the flow in the drainage facilities, and the CONTRACTOR shall leave the facilities unrestricted and as clean as originally found. Any damage to facilities shall be repaired or restored at no cost to the OWNER.
- E. Flotation shall be prevented by the CONTRACTOR by maintaining a positive and continuous operation of the dewatering system. The CONTRACTOR shall be fully responsible and liable for all damages which may result from failure of this system.
- F. Removal of dewatering equipment shall be accomplished after the CONTRACTOR and the ENGINEER agree that the system is no longer required; the material and equipment constituting the system shall be removed by the CONTRACTOR.
- G. Special consideration should be made to insure that all necessary precautions to preclude the accidental discharge of fuel, oil, etc. in order to prevent adverse effects on groundwater or receiving water quality.

## **PART 2 – PRODUCTS**

### **2.01 GENERAL**

- A. The equipment specified herein shall be standard dewatering equipment of proven ability as designed, manufactured and installed by firms having experience in the design and production of such equipment. The equipment furnished shall be designed, constructed and installed in accordance with the best practices and methods.
- B. The CONTRACTOR shall be required to monitor the performance of the dewatering system during the progress of the Work and require such modifications as may be required to assure that the systems will perform satisfactorily. The dewatering system shall be designed in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils.
- C. The CONTRACTOR shall engage a Geotechnical Engineer registered in the State of Florida, to design the temporary dewatering system. The CONTRACTOR shall submit a conceptual plan for the dewatering system prior to commencing Work. The dewatering system installed shall be in conformity with the overall construction plan and certification of this shall be provided by the Geotechnical Engineer. The Geotechnical Engineer shall be required to monitor the performance of the dewatering system at the CONTRACTOR'S expense during the progress of the Work and require such modifications as may be required to assure that the systems will perform satisfactorily. Dewatering system shall be designed in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils.

## **PART 3 – EXECUTION**

### **3.01 PREPARATION**

The CONTRACTOR shall understand where existing utilities exist prior to constructing dewatering system. All necessary precautions should be taken to preserve existing utilities to remain in service during construction.

### **3.02 INSTALLATION**

- A. Dewatering: The CONTRACTOR shall install a temporary wellpoint dewatering system for the removal of subsurface water encountered.
- B. Consumptive Water Use Permit: If pumping requirements exceed certain limits, the CONTRACTOR shall pay for and obtain a consumptive water use permit from the local water management district for such pumped volumes.

### **3.03 INSPECTION AND TESTING**

- A. The CONTRACTOR'S Geotechnical Engineer shall be required to assure that the dewatering system is operating properly.
- B. The CONTRACTOR'S Geotechnical Engineer shall monitor the performance and instruct any adjustment to the CONTRACTOR during construction.

### **3.04 PROTECTION AND SITE CLEAN-UP**

- A. At all times during the progress of the Work, the CONTRACTOR shall use all reasonable precautions to prevent either tampering with the wellpoints or the entrance of foreign material.
- B. Immediately upon completion of the wellpoint system, the CONTRACTOR shall remove all of their equipment, materials, and supplies from the site of the work, and remove all surplus materials and debris. The site shall be thoroughly cleaned and approved by the ENGINEER.

**END OF SECTION**

## **SECTION 02200 GENERAL EARTHWORK**

### **PART I – GENERAL**

#### **1.01 DESCRIPTION**

##### **A. Work Included**

Excavate and grade in the areas designated in the Contract Documents as shown on the grading plan and specified herein, which shall include but not be limited to, the following:

1. Excavation and site preparation.
2. Grading to establish subgrades for slabs, walks, pavements, gravel surfaces, and grassed areas.
3. Excavation, filling and backfilling and compaction.
4. Dewatering or addition of water as required.
5. Placing of topsoil and finish grading.

##### **B. Related Work Specified Elsewhere**

1. Temporary Erosion and Sedimentation Control: Section 01568.
2. Clearing and Grubbing: Section 02100.
3. Dewatering During Construction: Section 02140.
4. Site Grading: Section 02215.
5. Seeding: Section 02921.

#### **1.02 REFERENCES**

##### **A. General**

The work shall comply with the most recent standards or tentative standards as published at the date of the contract and as listed in this specification using the abbreviation shown.

1. American Society for Testing and Materials (ASTM):
  - 1) D 698 Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft)
  - 2) D 1556 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method

- 3) D 1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup>)(2,700 kN-m/m<sup>3</sup>)
- 4) D 2167 Standard Test Method for Density and Unit Weight of Soil In Place by the Rubber Balloon Method
- 5) D 2216 Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- 6) D 2487 Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)
- 7) D 2922 Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
- 8) D 2937 Standard Test Methods for Density of Soil in Place by the Drive-Cylinder Method
- 9) D 3017 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
- 10) D 4318 Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils

### 1.03 SUBMITTALS

- A. General: Submittals shall be in accordance with Division I requirements. Copies of all test results and field and office worksheets shall be furnished to the OWNER and/or ENGINEER within 72 hours after the tests are complete.
- B. Test Reports: The testing agency shall submit following reports, in duplicate, directly to OWNER and/or ENGINEER from the testing services, with copies to the CONTRACTOR.
  1. Test report on borrow material for soil classification.
  2. Field density reports and map of test location.
  3. One optimum moisture-maximum density curve for each type of soil used for controlled fill.
  4. Other reports of any testing hereinafter specified deemed necessary by the CONTRACTOR'S Geotechnical Engineer or requested by the OWNER.
  5. A test location plan shall be included with each submittal.

### 1.04 QUALITY ASSURANCE

- A. Geotechnical Engineer: The CONTRACTOR shall retain a licensed independent Geotechnical Engineer and Test Laboratory approved by the OWNER to insure that

earthwork meets the requirements of the specifications for density and moisture content. The Geotechnical Engineer shall attend the Pre-Construction Conference.

- B. Incllement Weather: When fill operations are ceased due to weather, construction shall not be resumed until the Geotechnical Engineer has verified soil strength has not been adversely affected. If soil strength has been decreased, the affected portion of fill shall be rescarified, moistened, or dried as required and recompacted to the specified density.
- C. Inspection: The CONTRACTOR shall conduct daily inspections and more often if necessary to verify that the specifications are being met for the installation of materials.
- D. Coordination: The CONTRACTOR shall coordinate the work with the OWNER's Inspector by notifying the Inspector of scheduled work in advance. The CONTRACTOR shall coordinate work with other trades whose work will be affected on the site.
- E. Utilities: Prior to any excavation the CONTRACTOR shall verify the locations of all utilities which may be in the area.
- F. Drainage: The CONTRACTOR shall be responsible for the proper drainage of the site during construction of the project. Water shall not be allowed to accumulate in any of the excavated areas. Storm or ground water collecting on site during construction shall be removed by dewatering per Specification Section 02140.

#### 1.05 PROJECT CONDITIONS

##### A. Existing Utilities

Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.

1. Should uncharted, incorrectly charted, unmarked in field, or incorrectly marked in the field, piping or other utilities be encountered during excavation, CONTRACTOR shall consult utility owner immediately for directions. CONTRACTOR shall cooperate with OWNER and utility companies in keeping respective services and facilities in operation, and shall repair or arrange for repair, damaged utilities to satisfaction of utility owner.
2. CONTRACTOR shall demolish and completely remove existing underground utilities as indicated on the plans and shall coordinate with utility companies for shut-off of services if lines are active.

##### B. Protection of Persons and Property

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

1. The CONTRACTOR shall operate warning lights as recommended by authorities having jurisdiction.
2. The CONTRACTOR shall protect structures, utilities, sidewalks, pavements, trees and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.
3. The CONTRACTOR shall protect, maintain and restore bench marks, monuments, and other reference points affected by this work. If bench marks, monuments or other permanent reference points are displaced or destroyed, points shall be re-established and markers reset under supervision of a licensed Land Surveyor.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. Materials: All fill materials shall be free from mud, refuse, construction debris, organic material, rock or gravel greater than 6 inches in any dimension, or otherwise unsuitable material. Materials for fills shall be secured from excavation after rejection of any unsuitable materials. Materials from other sources may be used upon approval by the Geotechnical Engineer. Fill materials in the uppermost 2 feet shall not have any rocks larger than 3 inches in diameter.
- B. Borrow: Material for use in replacing undercut areas or in construction of embankments shall be approved by the CONTRACTOR'S Geotechnical Engineer and obtained from approved sources.
- C. Unsuitable Materials: Areas that exhibit excessive pumping or that do not meet density requirements due to unsuitable material as determined by the CONTRACTOR'S Geotechnical Engineer shall be undercut and replaced with approved material in accordance with PART 3, EXECUTION.

## **PART 3 - EXECUTION**

### **3.01 TOPSOIL**

- A. Conservation of Topsoil: Topsoil shall be removed as required without contamination with subsoil and stockpiled convenient to areas for later application or at locations specified. Any surplus of topsoil from excavations and grading shall be stockpiled in location approved by the OWNER. A silt fence shall be installed on the downslope side and the stockpiles seeded.
- B. Placing Topsoil: On areas to receive topsoil, the compacted subgrade shall be scarified to a 2 inch depth for bonding of topsoil with subsoil. Topsoil then shall be spread evenly and graded to the elevations and slopes shown. Topsoil shall not be spread when excessively wet or dry. All areas disturbed by work in this project shall be seeded in accordance with Section 02921 - Seeding.

### **3.02 EXCAVATION**

- A. Excavation: After topsoil removal has been completed, excavation within the grading limits of the project shall be performed to the lines and grades indicated. Satisfactory excavation material shall be transported to and placed in fill areas within the limits of the work. All unsuitable material including any soil which is disturbed by the CONTRACTOR's operations and surplus material shall be disposed of at locations off site secured by CONTRACTOR and approved by the OWNER. Excavations carried below the depths indicated, shall, except as otherwise specified, be refilled to the proper grade with satisfactory material as directed. All additional work of this nature shall be at the CONTRACTOR's expense, unless otherwise provided for in the Bid Form. Excavation and filling shall be performed in a manner and sequence that will provide drainage at all times. Excavations shall be kept free from water while construction therein is in progress. If the CONTRACTOR fails to provide adequate drainage and any material becomes soft or otherwise unsuitable as a result, such material shall be removed and replaced with satisfactory on-site material or borrow material from approved sources, or shall be dried and recompact as directed by the Geotechnical Engineer at no additional cost to the OWNER.
- B. Ditches, Gutters, and Channel Changes: Ditches, gutters, and channel changes shall be cut accurately to the cross sections and grades indicated. All roots, stumps, rock, and foreign matter in the sides and bottom of ditches, gutters, and channel changes shall be trimmed and dressed or removed to conform to the slope, grade, and shape of the section indicated. Care shall be taken not to excavate ditches and gutters below the grades indicated. Excessive ditch and gutter excavation shall be backfilled to grade either with compacted to specified densities material or with suitable stone or cobble to form an adequate gutter paving as directed. All ditches and gutters excavated under this section shall be maintained until final acceptance of the work. Satisfactory material excavated from ditches and channel changes shall be placed in fill areas. Unsuitable and excess material shall be disposed of in designated waste areas or as directed.
- C. Stability of Excavations: Maintain sides and slopes of excavations in a manner such that the excavation provides safety of personnel, protection of work, and compliance with requirements of governmental agencies having jurisdiction.

### 3.03 FILL

- A. Preparation of Ground Surface for Fill: All vegetation such as roots, brush, heavy sods, heavy growth of grass, and all decayed vegetative matter, rubbish, and other unsatisfactory material within the area upon which fill is to be placed, shall be stripped or otherwise removed before the fill is started. In no case will unsatisfactory material remain in or under the fill area. The areas shall then be scarified to a depth of at least 6 inches, moistened or aerated as required and compacted with vibratory rollers, pneumatic rollers, sheepsfoot rollers or other mechanical means acceptable to the Geotechnical Engineer. Sloped ground surfaces steeper than one vertical to four horizontal on which fill is to be placed shall be plowed, stepped, benched, or broken up, as directed, in such manner that the fill material will bond with the existing surface. Prepared surfaces on which compacted fill is to be placed shall be wetted or dried as may be required to obtain the specified moisture content and density.



- B. Fills and Embankments: Fills and embankments shall be constructed at the locations and to lines and grades indicated. The completed fill shall conform to the grading plan indicated. Approved material obtained during excavation may be used in forming required fill. Fill shall be satisfactory material and shall be free from roots, other organic material. Stones having a dimension greater than 3 inches shall not be permitted in the upper 2 feet of fill or horizontal embankment. The material shall be placed in successive horizontal layers of 8 inches in loose depth for the full width of the cross section and shall be compacted as specified. Each layer shall be compacted before the overlaying lift is placed. Moisture content of the fill or backfill material shall be adjusted by wetting or aerating as necessary to provide the moisture content specified.

### 3.04 COMPACTION

- A. Fill shall be placed and spread in layers. During spreading, each layer shall be thoroughly mixed as necessary to promote uniformity of material in each layer. Compaction shall be achieved by rolling so that the compacted layer shall be 12-inches to 18-inches in thickness. In-place bulk density tests shall be done for each layer. Bulk densities shall be per the table below.
- B. Where the fill material moisture content is below the optimum moisture content, water shall be added before or during spreading until the moisture content is within +/- 2% points of optimum as determined by ASTM 02216.

Soil Texture (USDA)	Bulk Density (g/cm <sup>3</sup> )
Sands, loamy sands	1.55 – 1.65
Sandy loams, loams	1.40 – 1.60
Sandy clay loams, loams, clay loams	1.40 – 1.50
Silts, silt loams	1.30 – 1.50
Silt loams, silty clay loam	1.10 – 1.50
Sandy clays, silty clays, some clay loams (35-45% clay)	1.10 – 1.40
Clays (>45% clay)	1.10 – 1.30

### 3.05 FINISHED GRADES

- A. General: All areas covered by the project, including excavated and filled sections and adjacent transition areas, shall be uniformly smooth-graded. The finished surface shall be reasonably smooth, compacted, and free from irregular surface changes. The degree of finish shall be that ordinarily obtainable from blade-grader operations, except as otherwise specified. Ditches and gutters shall be finished to permit adequate drainage.

- B. Unsatisfactory Material: Soft or otherwise unsatisfactory material shall be replaced with satisfactory excavated material or other approved materials.
- C. Finished Elevations: Low areas resulting from removal of unsuitable material or from excavation of rock shall be brought up to required grade with satisfactory materials, and the entire area shall be shaped to line, grade, and cross section and shall be compacted as specified. The surface of embankments or excavated areas for road construction or other areas on which a base course or pavement is to be placed shall vary not more than 0.10 feet from the established grade and approved cross section. Surfaces other than those to be paved shall be finished not more than 0.20 feet above or below the established grade or approved cross section.

### 3.06 PROTECTION

- A. Site Preservation: The CONTRACTOR shall protect newly graded areas from traffic and from erosion, and any settlement or washing away that may occur from any cause, prior to acceptance, shall be repaired and grades reestablished to the required elevations and slopes. All work shall be conducted in accordance with the Erosion Control provisions of these specifications.
- B. Seeding: All areas disturbed by work in this project shall be seeded in accordance with Section 02921 - Seeding.

### 3.07 FIELD QUALITY CONTROL

- A. Testing: Testing shall be the responsibility of the CONTRACTOR and shall be performed by an approved commercial testing laboratory qualified to perform such tests and approved by ENGINEER. Tests conforming to ASTM D 698, shall be made by the Geotechnical Engineer or his representative on each soil type found in the areas prepared to receive fill and in the soil to be used for fill. Field Density tests shall be made by the Geotechnical Engineer or his representative in accordance with ASTM D 1556 or ASTM D 2922 and ASTM D 3017 on the areas prepared to receive fill and on each layer of compacted fill. Testing shall be the responsibility of the CONTRACTOR and shall be performed at no additional cost to the OWNER. When ASTM D 2922 is used, the calibration curves shall be checked and adjusted if necessary by the procedure described in ASTM D 2922, paragraph "ADJUSTING CALIBRATION CURVE". ASTM D 2922 results in a wet unit weight of soil and when using this method, ASTM D 3017 shall be used to determine the moisture gauges along with density calibration checks as described in ASTM D 3017. ASTM D 2937 shall be used only for soft, fine-grained, cohesive soils. At least one test shall be performed on the compacted backfill. More tests shall be performed if, in the judgment of the OWNER'S Inspector or OWNER, the compactive effort of the CONTRACTOR will not result in the specified density.
- B. Testing Frequency: The following submittals are required.
  - 1. A minimum of one moisture-density test shall be performed for each classification of fill material, and existing subgrade material.

2. One Atterberg limits test and one gradation analysis is required for every six field density tests.
  3. Field density tests shall be performed as follows: a minimum of one test per lift per 5,000 square feet or fraction thereof is required for fill material and a minimum of one test per lift per 5,000 square feet or fraction thereof is required for subgrades prior to filling.
- C. Visual Inspection: Upon completion of all excavation of unsuitable material, the Geotechnical Engineer shall visually inspect the subgrade and excavations. The visual inspection shall be conducted to assure that the data obtained from the test borings and used as a basis of design was representative of the site conditions. Upon completion of the inspection, the Geotechnical Engineer shall provide written notification to the OWNER.
- D. Proof Rolling: Following visual inspection, CONTRACTOR shall demonstrate to the Geotechnical Engineer that the exposed subgrade does not contain previously unidentified soft areas by proof rolling. Proof rolling shall consist of rolling the entire surface with approved mechanical equipment while observing the subgrade for displacement or deformation.

**END OF SECTION**

## **SECTION 02215 SITE GRADING**

### **PART I – GENERAL**

#### 1.01 DESCRIPTION

##### A. Scope

This Section includes site grading as indicated on the Plans, complete with removing and salvaging topsoil, rough grading and finish grading.

##### B. Related Work Specified Elsewhere

1. Measurement and Payment: Section 01025
2. Clearing and Grubbing: Section 02100
3. General Earthwork: Section 02200

### **PART 2 – PRODUCTS (NOT APPLICABLE)**

### **PART 3 – EXECUTION**

#### 3.01 PERFORMANCE

##### A. Site Grading

Sites shall be graded as specified on the Plans or as directed by the ENGINEER. The CONTRACTOR shall carry out the grading operation to prevent standing water and soil saturation detrimental to structures and improvements. Provisions shall be made to preserve and protect trees and other vegetation specified on the Plans or directed by the ENGINEER not to be removed.

##### B. Rough Grading

The site shall be graded as necessary to comply with the Plans or as directed by the ENGINEER. The subgrade shall be roughly established by cut or fill, approximately parallel to proposed finished grades and to elevations which allow for thickness of topsoil and installation of site or roadway improvements.

In fill areas all debris shall be removed from the area to be filled. All material detrimental to site improvement shall be removed from the site and acceptably disposed of as specified in General Earthwork, of the Specifications.

Original ground on sloping sites shall be scarified and benched or otherwise treated to provide adequate bond and to prevent slippage of fill.

Fill material shall be free of debris or other detrimental material and shall have a reasonable moisture content when placed. All fill shall be compacted to a density not less than 100% of the maximum unit weight and placed in layers no less than nine (9) inches and no greater than 15 inches.

##### C. Finish Grading

The subgrade shall be smoothed parallel to proposed finished grades and elevations

specified on the Plans. The subgrade shall be scarified to assure bond with the topsoil prior to spreading of the topsoil.

The topsoil shall be spread uniformly to provide a smooth, even surface at a finish grade specified on the Plans or acceptable to the ENGINEER. Topsoil shall be spread only after the ENGINEER has approved the subgrade. After spreading, the topsoil shall be compacted lightly as necessary to minimize settlement. Final grades shall not vary more than 1/10 of a foot from the elevations indicated on the Plans.

**END OF SECTION**

## **SECTION 02240 SODDING**

### **PART I – GENERAL**

#### **1.01 DESCRIPTION**

##### **A. Scope**

This Section includes sodding complete with earth bed preparation, providing and placing topsoil, compacting and finishing topsoil, furnishing and placing sod, furnishing and placing stakes, watering sod, rolling and tamping sod, mowing sod, replacing defective or deteriorated sod and maintenance and care of sod in place.

##### **B. Related Work Specified Elsewhere**

1. Measurement and Payment: Section 01025
2. General Earthwork: Section 02200
3. Site Grading: Section 02215

#### **1.02 QUALITY ASSURANCE**

##### **A. Requirements of Regulatory Agencies**

##### **1. State Department of Agriculture**

Comply with the applicable requirements of the Florida Pesticide Application Act of 1974 with Federal Environmental Pesticides Control Act of 1972 and Florida Department of Agriculture nursery grown sod.

#### **1.03 SUBMITTALS**

##### **A. Growers Certificate**

Where applicable, submit copies of Sod Growers Certificate to the ENGINEER indicating nursery from which sod was taken, grass species and percentage in accordance with the Florida Pesticide Application Act of 1974 with Federal Environmental Pesticides Control Act of 1972 and Florida Department of Agriculture Regulations referenced above in Article 1.02.A.

##### **B. Topsoil Borrow Pit Agreements**

When requested by the ENGINEER, submit evidence of topsoil borrow pit agreement for pits used by the CONTRACTOR.

#### **1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING**

##### **A. Delivery of Materials**

Sod shall be delivered to the project site on suitably approved wooden pallets. Sod shall be delivered in manageable squares and the amount of sod delivered shall not exceed that which can be installed in one (1) 24-hour period. Sod that has been damaged during delivery will be rejected.

B. Storage

Store sod in such a manner as to protect roots and grass material from exposure to wind and sunlight, freezing or other injury. Sod shall be kept moist during storage, under shade or covered with moistened burlap. Sod that has been damaged or has deteriorated because of storage will be rejected.

C. Handling

Sod shall be handled in a manner to prevent breaking or other damage. Sod shall not be handled by pitch forks or by dumping from trucks or other vehicles. Care shall be taken at all times to retain the native soil on the roots of each sod roll during stripping and handling. Sod that has been damaged by handling will be rejected.

1.05 JOB CONDITIONS

A. Environmental Requirements

1. Soil Moisture Conditions for Sod Cutting

Perform sod cutting and removal during soil moisture conditions as specified under paragraph 3.02.B below.

2. Seasonal Limitations

Sod shall not be placed during drought, unless directed by the ENGINEER.

3. Temperature Limitations

Sod shall not be placed when the ambient air temperature is below 32 degrees F.

B. Protection

1. Signs and Barricades

Provide suitably approved warning signs and barricades for protection of new sodding from pedestrian or vehicular traffic. Protect all newly sodded areas during the progress of the Work and until the completion of the turf establishment period.

2. Adjacent Construction

Protect all adjacent construction from topsoil spills and perform such cleanup of affected surfaces before it becomes compacted by traffic.

C. Planting Schedule

The CONTRACTOR will be required to have a minimum of 90% of the sod placed at least one (1) month prior to final acceptance of the complete Project to insure adequate rooting of the sod.

## **PART 2 – PRODUCTS**

### **2.01 MATERIALS**

#### **A. Sod**

##### **1. General**

Dense, well-rooted growths of the species and type indicated on the plans indigenous to the general locality where it is proposed for use, free of noxious weed, relatively free of weeds and undesirable plants, in general, large stones, roots and other material which might be detrimental to the growth, development or future maintenance of the sod.

##### **2. Nursery Sod**

Nursery sod, where used, shall have been grown in a prepared seed bed and regularly fertilized and maintained according to established practices for at least two (2) years before cutting.

##### **3. Field or Salvage Sod**

Salvage sod existing on areas to be disturbed in construction or field grown sod meeting the requirements of paragraph 2.01.A.1 of this Section shall be used as indicated on the Plans or as directed by the ENGINEER.

##### **4. Harvest Heights**

Sod shall be of uniform height when harvested. Vegetation more than five (5) inches in height shall be mowed to a height of three (3) inches or less. When the sod is harvested (cut), the height of the grasses shall be as follows:

Field Grown Sod - 2 to 3 inches

Nursery Grown Sod - 1 to 2 inches

##### **5. Harvest Thickness**

Sod when harvested shall have the following average thickness:

Field Grown Sod - 2 inches

Nursery Grown Sod - 1 inch

#### **B. Topsoil**

Topsoil shall be the top 12 inches or less of soil taken from the top of the natural and undisturbed ground level and shall be a loam containing a sufficient amount of organic matter to attain proper texture. Topsoil shall be free of undesirable grasses, weed roots or other unsuitable material. All topsoil shall be subject to acceptance by the ENGINEER. The CONTRACTOR shall obtain his own topsoil borrow pit source and shall obtain all necessary permits and agreements for the use of such borrow pits at his own expense.



## **PART 3 – EXECUTION**

### **3.01 CONTRACTORS VERIFICATION**

#### **A. Earth Bed**

Prior to placing any topsoil, verify that earth bed in areas to receive sod have been completely stabilized to prevent settling and that grades have been made smooth, uniform and parallel to the finished grades and cross sections shown on the Plans. Ascertain that the tops and bottoms of all slopes are rounded off to form vertical curves and have been found acceptable to the ENGINEER. Do not place topsoil until all earth bed conditions are accepted.

#### **B. Topsoil**

Prior to placing sod, verify that topsoil has been placed on the prepared earth bed to the proper depths shown on the Plans and as specified herein. Do not place any sod until topsoil conditions are satisfactory.

### **3.02 PREPARATION**

#### **A. Off-Site Source Inspection**

Prior to commencement of sodding operations, notify the ENGINEER of the off-site sources from which sod is to be furnished. The ENGINEER, at his discretion, will inspect the sod at the off-site source.

#### **B. Sod Harvesting**

Sod shall be harvested by cutting into squares or into rectangular sections. The rectangular sections may vary in length, but shall be of equal width and of a size that will permit them to be lifted and rolled without breaking. During the stripping process and all other handling of the sod, care shall be taken to retain the native soil on the roots. Where off-site source inspection of sod is required by the ENGINEER, no sod shall be harvested until such inspection is complete and sod is accepted. Sod shall be cut and moved only when the soil moisture conditions are such that favorable results can be expected. When the soil is too dry, permission to cut sod may be granted by the ENGINEER only after it has been sufficiently watered to moisten the soil to the depth at which the sod is to be cut.

#### **C. Preparation of Subgrade**

Complete all fine grading within the areas to be covered with topsoil as necessary to bring the surface of the proposed subgrade to the elevations indicated on the Plans and parallel to the proposed finished grade. The surface of the subgrade, immediately prior to being covered with topsoil, shall be raked or otherwise loosened to a minimum depth of two (2) inches to facilitate making a bond between the subsoil and the topsoil.

### **3.03 INSTALLATION**

#### **A. Topsoil**

##### **1. Placing and Spreading Topsoil**

Topsoil shall be placed and spread over the area indicated on the Plans or as directed by the ENGINEER. Topsoil shall be placed to a depth of three (3) inches, plus or minus 1-inch, unless otherwise indicated on the Plans. At a minimum, topsoil placed shall be sufficiently greater than that shown on the Plans so that, after natural settlement or

rolling, the completed Work will conform to the lines, grades and elevations indicated on the Plans.

2. Finishing Topsoil

After spreading topsoil, all large lumps, rocks, roots, debris or other foreign matter shall be removed from the topsoil by raking and disposed of off the site of the Work. Spreading shall be completed in such a manner that sodding operations can proceed without additional moving of topsoil. Topsoil furnished and placed shall be incidental to the sodding operations.

B. Sodding

1. Placing

Sod shall be laid within 24 hours after cutting and shall be properly protected during handling and placing. Sod shall be lifted from trucks or storage piles and placed on a moist earth bed by hand, making close joints without overlapping. All gaps between sections of sod and openings at angles shall be plugged with sod. When placing sod on slopes, the Work shall begin at the base of the slope and progress upward by carefully placing the sod on the smooth slope, in rows, with the lengths running at right angles to the slope. The transverse joints of sod strips shall be staggered and the sod carefully laid to produce tight joints. When the top of slopes are reached, the sod shall be carried back at least two (2) feet over the crest and trimmed to a line which is parallel to the top of the bank. The areas back of the crest shall have been previously graded and the surface of the sod, when placed, shall be two (2) inches below the level of this area and covered with a layer of topsoil at least two (2) inches in depth and thoroughly compacted in a manner that will conduct the surface water from runoff over the edge of the sod. No frozen sod shall be laid nor shall sod be laid on frozen soil.

2. Rolling

Rolling of the sod shall be done after initial watering and after the water has sufficiently soaked into the ground so that distortion of the sod surface and excessive compaction of the sod and the soil will not occur. The roller used shall be a water filled type at least three (3) feet wide and 30 inches in diameter and shall weigh approximately 300 pounds. Roller shall be adequate to cause sod to make firm contact with the soil. A tamper, acceptable to the ENGINEER, shall be used to press the sod firmly in place in areas not accessible to a roller. After tamping or rolling, the sod shall present a smooth, even surface, free from bumps or depressions.

3. Defective Materials

Damaged, deteriorated or otherwise defective sod will be rejected by the ENGINEER. Sod which has been permitted to dry out or become otherwise injured during transportation handling, storage or placing will be rejected. Where permitted by the ENGINEER, rejected sod, if suitable, may be pulverized and used for filling, where necessary.

C. Turf Establishment

1. Watering

After laying, the sod shall be watered until saturated. Sod shall be watered whenever excessive drying is evident during the period set for establishment. Sufficient water shall be applied to wet the sod through completely and to wet at least two (2) inches of the sod bed each time watering is required. Watering shall be done in a manner that will prevent erosion due to the application quantities of water. The watering equipment shall be of a type that will prevent damage to the finished surfaces of topsoil and sod. The sod shall be watered as required until firmly knit in place and in a vigorous growing condition.

2. Mowing

The sodded areas shall be mowed a minimum of three (3) times with mowing equipment acceptable to the ENGINEER. Sod shall be mowed to a height of two (2) inches whenever the average height of the grass becomes four (4) inches. When the amount of cut grass is heavy, the cuttings shall be removed from the sodded areas to prevent destruction of the underlying turf. Where weeds or other undesirable vegetation threaten to smother the planted species, such vegetation shall be mowed or, in the case of rank growths, uprooted, raked and removed from the area. All mowed cuttings, uprooted or raked vegetation, shall be legally disposed of away from the Project Site.

3. Establishment Period

The establishment period shall extend for a period from the time of sodding until the sodded area have received final acceptance of the entire Work covered by the Contract. The minimum period shall be 30 days.

**END OF SECTION**

**SECTION 02270  
EROSION AND SEDIMENTATION CONTROL**

**PART 1 – GENERAL**

1.01 SECTION INCLUDES

Designing, providing, maintaining, and removing temporary erosion and sedimentation controls.

1.02 REFERENCES

Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and Roadway and Traffic Design Standards, latest editions:

- A. Index No. 102 - Baled Hay or Straw Barriers and Silt Fences
- B. Index No. 103 - Turbidity Barriers
- C. Specification 300 - Prime and Tack Coats for Base Courses

1.03 OWNER'S INSTRUCTIONS/SEQUENCING

- A. The OWNER has authority to limit surface area of erodible earth material exposed by clearing and grubbing, excavation, trenching, borrow and embankment operations. The OWNER also has authority to direct the CONTRACTOR to provide immediate permanent or temporary erosion and sediment control measures.
- B. The CONTRACTOR shall respond to erosion and sediment control maintenance requirements or implement additional measures to control erosion ordered by the OWNER or governing authorities within 48 hours or sooner if required at no additional cost to the OWNER.
- C. The CONTRACTOR will be required to incorporate permanent erosion control features into the Project at the earliest practical time to minimize need for temporary controls.

1.04 RELATED WORK SPECIFIED ELSEWHERE

- A. SWPPP and NPDES Requirements: Section 01061.
- B. Temporary Erosion and Sedimentation Control: Section 01568.

**PART 2 – PRODUCTS**

2.01 EROSION CONTROL

- A. Seeding and Mulching
- B. Sodding
- C. Hydro-seeding
- D. Coarse Aggregate
- E. Prime Coat - Per FDOT Specification 300

2.02 SEDIMENTATION CONTROL

- A. Silt Fence - Per FDOT Index No. 102
- B. Floating Turbidity Barriers - Per FDOT Index No. 103
- C. Hay Bales - Per FDOT Index No. 102

## **PART 3 – EXECUTION**

### **3.01 EROSION CONTROL**

- A. Maintain temporary erosion control systems as directed by the OWNER or governing authorities to control erosion and siltation during life of contract.
- B. Permanently grass cut slopes as excavation proceeds to extent considered desirable and practical.
- C. Grass all disturbed areas within 7 days of initial disturbance. Temporary sodding to be placed where slopes are steeper than 3:1. Temporary grassing can be seed and mulch at all other locations unless otherwise indicated in the drawings or specifications.
- D. Erosion control of areas to be paved shall meet the following:
  - 1. Install subgrade and base course materials within 48 hours of the removal/open cutting of existing pavement consisting of streets, driveways, or sidewalk. Install final surface courses within 14 days after removal of existing pavement.
  - 2. Areas to receive asphalt shall receive erosion control measures no later than 48 hours after installation of base course. Temporary erosion control consists of placement of a bituminous prime coat and sanding the surface. Permanent erosion control consists of placement of the structural course.
  - 3. Areas to receive concrete paving shall be either protected with a layer of FDOT coarse aggregate material or shall be paved within 48 hours of installation of the subgrade.
- E. Dirt roads are to be stabilized and compacted within 7 days of the completion of trenching and grading activities.

### **3.02 SEDIMENTATION CONTROL**

- A. Install prior to construction.
- B. Inspect weekly during construction.
- C. Remove any sediment build-up.
- D. Repair and reinstall any damaged or missing sediment control measures. Install additional measures if inspection reveals additional sedimentation control is necessary.
- E. Rough excavate and grade any proposed stormwater ponds at the start of site grading activities. Direct site runoff to the ponds to minimize runoff to offsite areas.

**END OF SECTION**

## **SECTION 02921 SEEDING**

### **PART I – GENERAL**

#### **1.01 DESCRIPTION**

##### **A. Scope**

Furnish and install lime, fertilizer, seed, mulch, and water on disturbed areas on the site, in strict accordance with this Section. Work in this section includes permanent seeding and, when required, temporary seeding.

##### **B. Related Work Specified Elsewhere**

1. Measurement and Payment: Section 01025
2. SWPPP and NPDES Requirements: Section 01061.
3. Temporary Erosion and Sedimentation Control: Section 01568.
4. General Earthwork: Section 02200.
5. Erosion and Sedimentation Control: Section 02270.

#### **1.02 QUALITY ASSURANCE**

##### **A. Field Samples**

1. Seed samples will be taken 30 days before sowing and sent for testing. Test analysis will indicate species, purity, percent of germination, and weed content. Results will be sent directly to the ENGINEER for acceptance or rejection based on these tests. The CONTRACTOR will be responsible for all expenses incurred for testing.

#### **1.03 SUBMITTALS**

- ##### **A. Product Data; Manufacturer's specifications and application rate.**

#### **1.04 PRODUCT DELIVERY AND STORAGE**

##### **A. Delivery of Materials**

1. Fertilizer will be delivered in manufacturer's standard size bags or cartons showing weight, analysis, and the name of the manufacturer.
2. Seeds will be delivered 30 days in advance of anticipated use, in vendor's unopened packages bearing labels showing vendor's name and seed analysis by weight.
3. Erosion control blanket will be delivered in manufacturer's standard packing material, showing the name of the manufacturer.

##### **B. Storage**

Store all seed and other materials at the site in a cool dry place as approved by OWNER and recommended by the manufacturer. The CONTRACTOR will be responsible for replacing any seed damaged due to poor storage conditions at no additional cost to the OWNER.

## **PART 2 – PRODUCTS**

### **2.01 MATERIALS**

#### **A. Fertilizer**

##### **1. General**

Spread the fertilizer over the grassed area four to five weeks after the grass seeds germinates in one or more applications as specified below:

- a) Spread an initial application of 265 lbs/acre of 16-4-8.
- b) If the project has not reached final acceptance, spread subsequent applications of 135 lbs/acre of 16-4-8 approximately 60 days after the initial application without mixing into the soil.

The CONTRACTOR may spread the fertilizer by hand in areas where machine-spreading may not be practicable.

#### **B. Seed**

##### **1. General**

The types of seed and their mixture will be specified in the Contract Documents. The separate types of seed used shall be thoroughly dry mixed immediately before sowing. All seed shall meet the requirements of Florida Department of Agriculture and Consumer Services and all applicable State laws, and shall be approved by the ENGINEER before being sown. The seed shall have been harvested from the previous year's crop. All seed bags shall have a label attached stating the date of harvest, LOT number, percent purity, percent germination, noxious weed certification and date of test. All quantities of seed specified shall be for pure live seed. It is the responsibility of the CONTRACTOR to calculate and apply the actual pure live seed poundage based on the label attached to each bag of seed. Shipping tickets shall indicate both pure live seed weight and bulk weight for each species. When a low percentage of grass seed or wildflower seed germination causes the quality of the seed to fall below the minimum pure live seed percentage (the product of pure seed and germination) as specified below, the Contractor may elect, subject to the approval of the ENGINEER, to increase the rate of application sufficiently to obtain the minimum germination rate specified. No payment will be made for the added seed.

## 2. Grass Seed

Each of the species or varieties of seed shall be furnished and delivered in separate labeled bags. During handling and storing, the seed shall be cared for in such a manner that it will be protected from damage by heat, moisture, rodents and other causes. All permanent and temporary grass seed shall have been tested within a period of six months of the date of planting. All permanent and temporary grass seed shall have a minimum percent of purity and germination as follows:

- a) All Bahia grass Seed shall have a minimum pure seed content of 95% with a minimum germination of 80%.
- b) Bermuda grass Seed shall be of common variety with a minimum pure seed content of 95% with a minimum germination of 85%.
- c) Annual Type Ryegrass Seed shall have a minimum pure seed content of 95% with a minimum germination of 90%.

## C. Mulch

The mulch material shall be dry straw or hay, consisting of oat, rye, or wheat straw, or of pangola, peanut, coastal bermuda or bahia grass, hay or compost; and shall be free from noxious weeds and plants. Any plant officially listed as being noxious or undesirable by any Federal Agency, any agency of the State of Florida or any local jurisdiction in which the project is being constructed shall not be used. Furnish to the Engineer, prior to incorporation onto the project, a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the Mulch materials are free of noxious weeds. Any such noxious plant or plant part found to be delivered as mulch will be removed by the Contractor at his expense and in accordance with the law. Only undeteriorated mulch which can readily be cut into the soil shall be used. The "air-dry" weight (as defined by the Technical Association of the Pulp and Paper Industry, for wood cellulose) shall be marked on each package by the producer.

## **PART 3 – EXECUTION**

### 3.01 PREPARATION

#### A. Seed Bed

1. Scarify soil to a depth of 3 inches in compacted areas. Smooth out unsightly variations, bumps, ridges, and depressions which will hold water. Remove stones, litter, or other objectionable material.
2. Obtain written approval of seed bed from the OWNER before commencing seeding operations.



### 3.02 Seeding

While the soil is still loose, scatter the seed uniformly over the grassing area and immediately mix it into the seed bed to a depth of ¼ inch using the specified seed. Thoroughly dry-mix the separate seed type of seed immediately before sowing. Do not use wet seed.

### 3.03 Mulching

When areas require mulch, apply approximately 2 inches, loose thickness, of the mulch material uniformly over the seeded area, and cut the mulch material into the soil to produce a loose mulched thickness of 3 to 4 inches. Do not use harrows. When mulching on steep slopes, where the use of a machine for the cutting-in process is not practicable, secure the mulch after the seeding operation by either using an erosion control fabric, or; spread a string net over the mulch using stakes driven flush with the top of the mulch at 6 foot centers and string parallel and perpendicular with diagonals in both directions.

### 3.04 Rolling

Immediately after seeding, roll the entire grassed or mulched area with a cultipacker, traffic roller or a horticultural roller. Make at least two passes over the entire area.

### 3.05 Watering

Provide a vehicle for applying water to the grassed areas equipped with either a calibrated tank or an approved metering device installed at such point on the vehicle to measure the water at time of application. Do not water newly seeded areas to force the seed germination. Do not apply more than 1 inch of water per week for sustaining the grass growth.

### 3.06 Fertilizer

See Paragraph 2.01.A in this Section.

### 3.07 Lawn Establishment

- A. Maintain the grass at heights between 2-1/2 inches and 3-1/2 inches on a weekly basis until the physical completion of the Work.
- B. Water and protect all seeded areas until final acceptance of the lawn.

3.08 Final Acceptance

- A. Final acceptance of lawn areas will be granted when a uniform stand of acceptable grass is obtained, with a minimum of 95 percent coverage. Portions of the areas may be accepted at various times at the discretion of the OWNER.
- B. Unacceptable lawn areas: Reseed as specified and fertilize at one-half the specified rate.
- C. At the physical completion of the Work, the OWNER will arrange for maintenance responsibilities of the lawn areas.

**END OF SECTION**

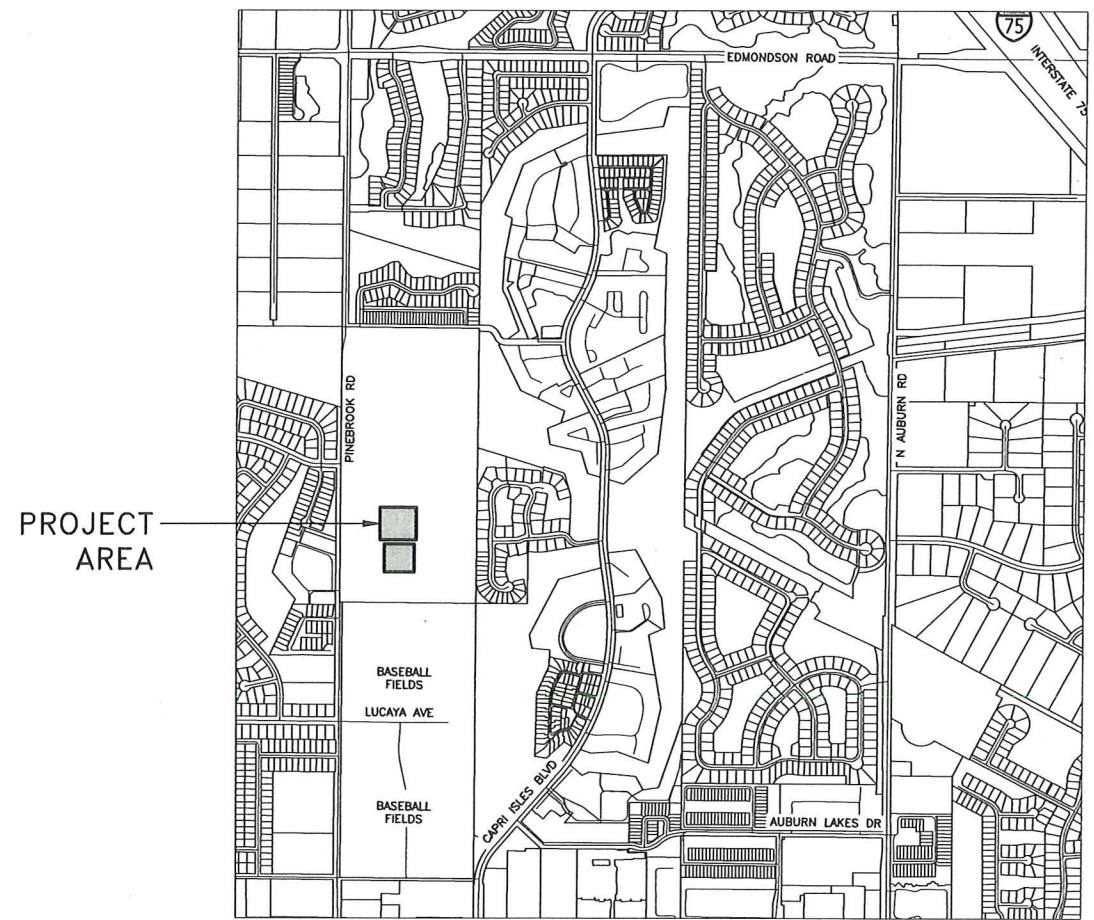


# CITY OF VENICE LIME SLUDGE PONDS CLOSURE PLAN BID SET SEPTEMBER 2016



### CITY OF VENICE CITY COUNCIL

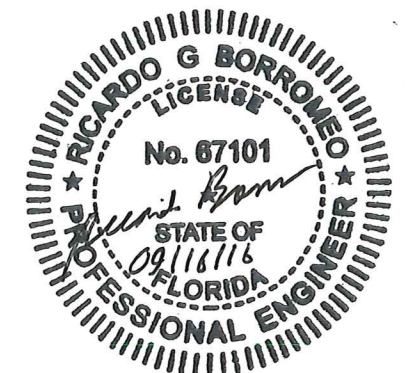
JOHN HOLIC	MAYOR
KIT McKEON	VICE MAYOR
RICHARD CAUTERO	COUNCIL MEMBER
BOB DANIELS	COUNCIL MEMBER
FRED FRAIZE	COUNCIL MEMBER
JEANETTE GATES	COUNCIL MEMBER
DEBORAH ANDERSON	COUNCIL MEMBER



LOCATION MAP  
SCALE: N.T.S.

### DRAWING INDEX

SHEET	TITLE
G-1	COVER SHEET
G-2	LEGEND, ABBREVIATIONS AND CITY STANDARD NOTES
G-3	GENERAL NOTES
G-4	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
C-1	EXISTING CONDITIONS PLAN
C-2	PROPOSED OVERALL GRADING PLAN
C-3	STANDARD DETAILS



NOT VALID FOR CONSTRUCTION  
UNLESS SIGNED AND DATED:

JOB NO. <b>VEN2019.01M</b>	SHEET <b>G-1</b>
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PREPARED UNDER THE SUPERVISION OF:

*Ricardo Borromeo*  
 Ricardo G. Borromeo, P.E. **67101**  
 REGISTRATION NO.

ISSUED FOR:	
50% PLANS	06/24/2016
100% PLANS	08/12/2016
BID SET	09/09/2016

PROJECT MANAGER: Ricardo G. Borromeo, P.E. FIELD BOOK INFORMATION: C:\PW\WORK\MIDORNE\00015848\CCS-PL13-COVER-SLUDGE-POND\_G-01.DWG - G-1 - PLOTTED 9/14/2016 8:17 PM BY: HORNE, MICHAEL



Know what's below.  
Call before you dig.

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PROJECT MANAGER: Ricardo Borromeo, P.E.  
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EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED				
<b>CABLE TV</b> CABLE TV POLE CABLE TV PEDESTAL OVERHEAD CABLE TELEVISION UNDERGROUND CABLE TELEVISION		<b>SANITARY SEWER</b> CLEAN OUT PUMPSTATION MANHOLE SANITARY MANHOLE SEPTIC TANK SEWER VENT SEWER VALVE FORCEMAIN SANITARY SEWER		<b>TOPOGRAPHIC FEATURES (CONT.)</b> HIGHWAY DELINEATOR LIGHT POLE BASE MAIL BOX MERRY-GO-ROUND MONITORING WELL NEWSPAPER BOX OIL WELL PARKING METER PIER PILING POST (ROUND) POST (SQUARE) ROCK RAILROAD SIGNAL SATELLITE DISH SIGN POST SLIDE (SPIRAL) SLIDE (STRAIGHT) SLIDE END SLIDE STEPS SPRINKLER HEAD SPRINKLER JUNCTION BOX STATUE SWING SET END TETHER BALL POLE TRAFFIC SIGNAL UNDERGROUND MARKER U/G MARKER CABLE U/G MARKER ELECTRIC U/G MARKER FIBER OPTIC U/G MARKER GAS U/G MARKER TELEPHONE VOLLEY BALL POST WOOD STAKE		<b>WATER (MISCELLANEOUS)</b> RECLAIM WATER GATE VALVE SPRINKLER HEAD SPRINKLER JUNCTION BOX RECLAIM WATER		<b>PATTERNS</b> CONCRETE GRAVEL PAVEMENT EARTH (CROSS SECTION) ADA DETECTABLE WARNING ADA RAMP CONCRETE REMOVAL INDICATES WETLAND AREA INDICATES WETLAND BUFFER					
<b>ELECTRICAL</b> CIRCUIT BREAKER PANEL HANDHOLE MANHOLE OUTLET PEDESTAL TRANSFORMER BOX METER POWER POLE TRANSFORMER TOWER OVERHEAD ELECTRIC UNDERGROUND ELECTRIC		<b>SITE (MISCELLANEOUS)</b> ABANDON ITEM ACCESSIBLE SYMBOL ADJUST ITEM FINISH GRADE FLOW ARROW PARKING COUNT RECONSTRUCT ITEM RELOCATE ITEM REMOVE ITEM SLOPE LABEL SPOT GRADE FLOOD LIGHT LAMP POLE LIGHT POLE (SINGLE LAMP) LIGHT POLE (DOUBLE LAMP 180°) LIGHT POLE (DOUBLE LAMP 90°) LIGHT POLE (THREE LAMP) LIGHT POLE (FOUR LAMP) ORNAMENTAL LIGHT POLE METAL LIGHT POLE		<b>UNDERGROUND UTILITIES</b> UTILITY MANHOLE FIBER OPTIC OIL UNDERGROUND CTV & TELEPHONE UNDERGROUND ELEC. & CABLE TV UNDERGROUND ELEC. & TELEPHONE UNDERGROUND ELECTRIC, CABLE TV AND TELEPHONE		<b>WATER (DOMESTIC)</b> FIRE PROTECTION SERVICE (DDC) BACKFLOW PREVENTER BLOW-OFF VALVE FAUCET FIRE DEPARTMENT CONNECTION FIRE HYDRANT GATE VALVE & BOX GATE VALVE & WELL GATE VALVE & WELL (DETROIT) INDICATOR VALVE POST METER PIT VALVE WATER LINE STUB WATER TOWER BASE WELL SHUT OFF VALVE DOMESTIC WATER DIRECTIONAL DRILL WATER MAIN WATER MAIN CAP ABANDON WATER MAIN		<b>ABBREVIATIONS</b> AB ABANDON OR ABANDONED AC ASBESTOS CEMENT BFP BACK FLOW PREVENTOR CI CAST IRON DDC DOUBLE DETECTOR CHECK VALVE DIP DUCTILE IRON PIPE EOP EDGE OF PAVEMENT FHA FIRE HYDRANT ASSEMBLY FM FORCE MAIN FPS FIRE PROTECTION SERVICE GV GATE VALVE HDPE HIGH DENSITY POLYETHYLENE MJ MECHANICAL JOINT PVC POLYVINYL CHLORIDE / POLYVINYL CHLORIDE PIPE SS SANITARY SEWER ST STORM SEWER VCP VITRIFIED CLAY PIPE					
<b>GAS</b> VENT BLOW OFF FILLER PIPE MANHOLE METER STOP BOX SHUTOFF VALVE GAS		<b>STORM SEWER/DRAINAGE</b> CATCH BASIN (ROUND GRATE) CATCH BASIN (SQUARE GRATE) CISTERN BOX CULVERT CULVERT HEADWALL CULVERT END SECTION DOWN SPOUT ROUND INLET SQUARE INLET STORM MANHOLE STORM SEWER STUB DITCH CENTERLINE FLOOD PLAIN STORM SEWER		<b>VEGETATION</b> CONIFEROUS BUSH CONIFEROUS TREE DECIDUOUS BUSH DECIDUOUS TREE MULTI-STEM CONIFEROUS TREE MULTI-STEM DECIDUOUS TREE PALM TREE STUMP BRUSH LINE EDGE OF WOODS HEDGE TREE ROW		<b>WATER METERS</b> ABANDONED WATER METER EXISTING WATER IRRIGATION METER EXISTING WATER METER NEW WATER METER NEW IRRIGATION METER WATER SERVICE CONNECTION		<b>MONUMENTS</b> IRON (FOUND) IRON (SET) BENCH MARK BRASS PLATE CONCRETE NAIL DRILL HOLE GOVERNMENT CORNER GPS MONUMENT IRON PIPE MONUMENT BOX MONUMENT MERE STONE NGS MONUMENT NAIL & TAG PINCH IRON PK NAIL RAILROAD SPIKE RIGHT-OF-WAY MARKER SPIKE SHIPS SPIKE T-IRON USGS MONUMENT CROSS CUT CROSS CUT IN MONUMENT WOOD STAKE		<b>TELEPHONE</b> TELEPHONE POLE TELEPHONE MANHOLE TELEPHONE PEDESTAL COMMUNICATIONS HANDHOLE FIRE CALL POLICE CALL PHONE BOOTH OVERHEAD TELEPHONE UNDERGROUND TELEPHONE		<b>TOPOGRAPHIC FEATURES</b> AIR CONDITION UNIT UNIT ANTENNA BASKET BALL POST BATTERY BOX BILLBOARD SIGN BASE CAMERA TOWER CLIMBING BARS COLUMN FENCE CORNER FILL PORT FLAG POLE FOUNTAIN GAS PUMP GAS TANK (UNDERGROUND) HEAT PUMP	
<b>OVERHEAD UTILITIES</b> DEADMAN ANCHOR FLOOD LIGHT GUY WIRE ANCHOR GUY POLE LAMP POLE METAL LIGHT POLE ORNAMENTAL LIGHT POLE BOX POWER & LIGHT POLE POWER & TELEPHONE POLE TELE, CTV, PWR & LIGHT POLE TELE, CTV, & POWER POLE TELE, & CTV POLE TELE, CTV, & LIGHT POLE TELE, & LIGHT POLE TELE, POWER, & LIGHT POLE UTILITY POLE OVERHEAD ELECTRIC OVERHEAD CABLE TV & TELEPHONE OVERHEAD ELECTRIC & CABLE TV OVERHEAD ELECTRIC, CABLE TV AND TELEPHONE													

BY	
DESCRIPTION	
DATE	
REV#	

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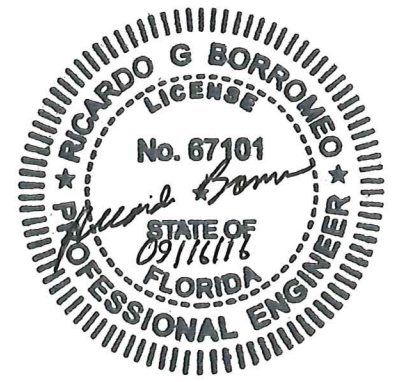
**CITY OF VENICE, FLORIDA**  
**LIME SLUDGE POND CLOSURE**  
 LEGEND AND ABBREVIATIONS

ISSUED FOR: DATE: BY:  
 50% PLANS 06/24/16 RB  
 100% PLANS 08/12/16 RB  
 BID SET 09/09/16 RB

JOB NO. VEN2019.01M

SHEET G-2

VENICE, FLORIDA TIME SAVING POND CLOSURE



**GENERAL NOTES**

1. THE INFORMATION PROVIDED IN THESE PLANS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF CONDITIONS WHICH WILL BE ENCOUNTERED DURING THE COURSE OF THE WORK. THE CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT WHATEVER INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH THEIR BIDS WILL BE BASED.
2. THE CONTRACTOR SHALL EMPLOY THE SERVICES OF A FLORIDA REGISTERED SURVEYOR TO ESTABLISH THE PROPOSED 25' WETLAND BUFFER, PROPERTY LINES, RIGHT-OF-WAY LINES, EASEMENTS, BASELINES, BENCH MARKS (ELEVATION), GRADE ELEVATIONS AND STATIONING AS REQUIRED TO CONSTRUCT THIS PROJECT.
3. LOCATIONS, ELEVATIONS, AND SLOPES OF THE EXISTING LIME SLUDGE PONDS AND PROPOSED GRADING ARE SHOWN BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THERE MAY BE OTHER CONDITIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY PRIOR TO BIDDING TO VERIFY THE EXACT LOCATIONS, ELEVATIONS, AND SLOPES OF THE EXISTING LIME SLUDGE PONDS AND OTHER FEATURES (WHETHER OR NOT SHOWN ON THESE PLANS) AFFECTING HIS WORK. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OR RE-WORK RESULTING FROM FAILURE TO COMPLY WITH THESE INSTRUCTIONS.
4. THE CONTRACTOR MUST VERIFY THAT NO EXISTING UTILITIES ARE ON-SITE PRIOR TO BEGINNING SLUDGE REMOVAL AND GRADING OPERATIONS. THE CONTRACTOR MUST PROVIDE AT LEAST FORTY EIGHT (48) HOURS NOTICE TO ALL EXISTING UTILITY COMPANIES IN ORDER TO ALLOW FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES IN ADVANCE OF CONSTRUCTION. THE CONTRACTOR SHALL CONTACT "SUNSHINE STATE ONE CALL" 48 HOURS PRIOR TO OPERATIONS AT 1-800-432-4770.
5. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY TO REPORT ANY CONFLICTS BETWEEN WHAT IS SHOWN HEREIN AND ACTUAL CONDITIONS DISCOVERED DURING CONSTRUCTION.
6. THE CONTRACTOR SHALL COORDINATE WITH THE POWER COMPANY AND OTHER UTILITIES TO OBTAIN SUPPORT FOR UTILITY POLES WHERE CONSTRUCTION MAY CAUSE THE POLE TO LOSE ITS SUPPORT (IF APPLICABLE).
7. FIELD CONDITIONS MAY NECESSITATE ALIGNMENT AND GRADE DEVIATION OF THE PROPOSED GRADING OPERATIONS TO AVOID OBSTACLES, AS APPROVED BY THE ENGINEER OR THE OWNER'S REPRESENTATIVE.
8. CONSTRUCTION OF PORTIONS OF THE PROJECT, AUTHORIZED BY PERMIT OR LICENSE AGREEMENT, ARE SUBJECT TO INSPECTION AND TESTS AS MAY BE NECESSARY BY THE PERMIT GRANTING AUTHORITY. ALL CONTRACTOR SUPERVISORY PERSONNEL SHALL FURNISH INFORMATION TO AND COOPERATE WITH THESE AUTHORITIES IN CONDUCTING THEIR TESTING AND INSPECTION PROGRAM.
9. WORK SHALL BE IN ACCORDANCE WITH THE LATEST APPLICABLE FEDERAL, STATE AND LOCAL AGENCY'S REGULATIONS AND STANDARDS.
10. SIGNS & BARRICADES FOR TRUCKS HAULING MATERIALS ON AND OFF-SITE SHALL BE IN ACCORDANCE WITH LATEST F.D.O.T. MANUAL OF SAFE PRACTICES; REFERENCE F.D.O.T. INDEXES 600 THROUGH 670 AND 17349 PER ROADWAY AND TRAFFIC DESIGN STANDARDS LATEST EDITION.
11. THE CONTRACTOR SHALL NOT ENTER UPON OR IN ANY WAY ALTER ANY WETLAND AREAS THAT MAY BE ENCOUNTERED. ALL WORK IN THE VICINITY OF OPEN WATER AND/OR WETLANDS IS TO BE PERFORMED IN COMPLIANCE WITH THE ENVIRONMENTAL REGULATIONS AND/OR PERMITS FOR THE PROJECT. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY FINE RESULTING FROM HIS VIOLATION OF ANY REGULATIONS OR PERMIT CONDITIONS.
12. THE CONTRACTOR SHALL PROVIDE ANY REQUIRED SHEETING AND SHORING REQUIRED FOR GRADING SITE.
13. ANY DIGGING AND/OR DISTURBANCE TO THE ROADSIDE SWALES WITHIN THE RIGHT-OF-WAY OF THE CITY OF VENICE SHALL BE PROPERLY GRADED, SODDED AND RESTORED. CONTACT THE CITY OF VENICE PUBLIC WORKS DEPARTMENT.
14. CONTRACTOR SHALL PROVIDE THE CITY OF VENICE WITH 24 HOUR NOTICE PRIOR TO COMMENCING WORK WITHIN THE CITY LIMITS.
15. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING SARASOTA COUNTY AND CITY OF VENICE AGENCIES A MINIMUM OF 2 WEEKS IN ADVANCE IN WRITING, OF ANY ROAD CLOSURES, DETOURS AND CONSTRUCTION ACTIVITIES PRIOR TO CONSTRUCTION. THE NOTICE SHALL BE ACCOMPANIED WITH A SCHEDULE OF ROAD CLOSURES AND ANTICIPATED INTERRUPTIONS IN TRAFFIC.

SCHOOL BOARD OF SARASOTA COUNTY  
ATTN: MICKI RYAN, PLANNING ANALYST  
LONG RANGE PLANNING DEPARTMENT  
BLUE AWNING BUILDING - ROOM 106  
1960 LANDINGS BOULEVARD  
SARASOTA, FLORIDA 34231

PHONE: 941-927-9000  
E-MAIL: MLCKL\_RYAN@SARASOTA.K12.FL.US

UNITED STATE POST OFFICE  
PHONE: PHILLIP FLEENER  
DELIVERY SUPERVISOR  
350 W. VENICE AVE  
VENICE, FLORIDA 34285-0001

PHONE: 941-483-4195  
E-MAIL: PHILLIP.E.FLEENER@USPS.GOV

CITY OF VENICE PUBLIC INFORMATION OFFICER  
PHONE: LORRAINE ANDERSON  
VENICE CITY HALL  
401 W. VENICE AVE  
VENICE, FLORIDA 34285

PHONE: 941-486-2626 EXT. 24005  
E-MAIL: LANDERSON@VENICEGOV.COM

CITY OF VENICE FIRE DEPARTMENT  
ATTN: JOE SILVA  
BATTALION CHIEF

200 GROVE STREET NORTH  
VENICE, FLORIDA 34285

PHONE: 941-480-3030  
E-MAIL: JSILVA@CI.VENICE.FL.US

CITY OF VENICE CITY OF VENICE SOLID WASTE  
ATTN: BOB MORONI  
ACTING SOLID WASTE SUPERINTENDENT  
221 SEABOARD AVENUE  
VENICE, FLORIDA 34285

PHONE: 941-486-2422  
E-MAIL: BMORONI@VENICEGOV.COM

16. THROUGHOUT CONSTRUCTION THE CONTRACTOR SHALL MAINTAIN ALL WEATHER EMERGENCY ACCESS AT ALL ROAD CROSSINGS. THE ACCESS MUST WITHSTAND THE WEIGHT OF A 32 TON FIRE TRUCK.
17. CONTRACTOR SHALL STORE AND PROVIDE PROTECTION FOR ALL COMBUSTIBLE PRODUCTS AND MATERIALS FROM VEHICULAR DAMAGE AND VANDALISM.
18. GROUNDWATER DEWATERING ACTIVITIES ARE NOT COVERED BY THE PROJECT ENVIRONMENTAL RESOURCE PERMIT. THE CONTRACTOR SHALL APPLY TO THE FDEP FOR COVERAGE UNDER THE GENERIC PERMIT FOR THE DISCHARGE OF PRODUCED GROUNDWATER FROM ANY NON-CONTAMINATED SITE ACTIVITY PURSUANT TO 62-621.300 (2), F.A.C. CONTRACTOR IS RESPONSIBLE FOR ALL ASSOCIATED SAMPLING AND TESTING. A COPY OF THE APPROVED PERMIT SHALL BE PROVIDED TO THE AUTHORITY, ENGINEER OF RECORD AND CITY OF VENICE.

**GENERAL NOTES (CONTINUED)**

19. CONTRACTOR SHALL SIGN THE STORM WATER POLLUTION PREVENTION PLAN PROVIDED ON SHEET G-4 AND SHALL SUBMIT THE REQUIRED NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES (FORM 62-621.300(4)(B)) TO THE FDEP ALONG WITH ANY REQUIRED FEE.
20. THE CONTRACTOR SHALL PERIODICALLY PROVIDE THE CITY OF VENICE AND THE ENGINEER OF RECORD WITH SOIL BORINGS OF THE RESTORED SITE AS WORK PROGRESSES AND AS DETERMINED BY THE ENGINEER OF RECORD OR CITY REPRESENTATIVE. UPON COMPLETING ALL GRADING OF THE SITE, THE CONTRACTOR WILL PROVIDE A FINAL GEOTECHNICAL REPORT TO THE CITY OF VENICE AND THE ENGINEER OF RECORD.
21. PRIOR TO CONSTRUCTION AND ANY GOPHER TORTOISE RELOCATION ACTIVITIES BY THE FWC AUTHORIZED GOPHER TORTOISE AGENT, CONTRACTOR SHALL INSTALL SILT FENCING AS SHOWN HEREIN TO PREVENT GOPHER TORTOISE ACCESS.
22. PRIOR TO BEGINNING ANY CONSTRUCTION, ALL GOPHER TORTOISES WITHIN LIMITS OF CONSTRUCTION MUST BE RELOCATED TO A LONG-TERM PROTECTED, FWC CERTIFIED RECIPIENT SITE. A FWC AUTHORIZED GOPHER TORTOISE AGENT FOR ALL CAPTURE AND RELEASE ACTIVITIES, INCLUDING SURVEYING OF THE BURROWS, WILL COMPLETE THE RELOCATION EFFORT. THE GOPHER TORTOISE RELOCATION WILL BE IN ACCORDANCE WITH THE FLORIDA ADMINISTRATIVE CODE (FAC) AND ALL FWC REQUIREMENTS. THE GOPHER TORTOISE RELOCATION WILL BE PERFORMED WITHIN 90 DAYS OF THE SURVEY, AND IT WILL ALIGN APPROPRIATELY WITH THE BEGINNING OF CONSTRUCTION ACTIVITY TO PREVENT RE-POPULATION OF THE BURROWS.
23. ALL RELOCATION ACTIVITIES SHALL BE PERFORMED BY THE FWC AUTHORIZED GOPHER TORTOISE AGENT. GOPHER TORTOISE REMOVAL IS NOT INCLUDED IN SCOPE OF WORK.
24. THE CONTRACTOR SHALL SEED AND MULCH ALL AREAS DISTURBED DURING CONSTRUCTION.

**EROSION AND SEDIMENTATION CONTROL NOTES**

1. ALL PRACTICABLE EFFORT SHALL BE TAKEN DURING CONSTRUCTION TO CONTROL AND PREVENT EROSION AND TRANSPORT OF SEDIMENT MATERIALS TO INLETS, SURFACE DRAINS, WETLANDS AND LAKE AREAS, PER FDEP/SWFWM "BEST MANAGEMENT PRACTICES". THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RESTORATION EFFORTS THAT MAY BE REQUIRED.
2. THE CONTRACTOR IS TO CONTROL ALL FUGITIVE DUST ORIGINATING FROM THE PROJECT BY WATERING OR OTHER METHODS AS REQUIRED.
3. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM THE SITE IF NOT REUSABLE ON-SITE AND ASSUMING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.
4. ADDITIONAL PROTECTION - ON-SITE PROTECTION IN ADDITION TO THE ABOVE MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNFORESEEN CONDITIONS OR ACCIDENTS.
5. THE CONTRACTOR SHALL ENSURE THAT ALL EXISTING DRAINAGE STRUCTURES, PIPES, ETC., ARE CLEANED OUT AND WORKING PROPERLY AT THE TIME OF PROJECT COMPLETION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING DIRT AND SEDIMENT FROM ALL CONSTRUCTION EQUIPMENT AND VEHICLES PRIOR TO ENTERING PUBLIC ROADWAYS.
7. THE CONTRACTOR SHALL CLEAN ALL ROADWAYS WITHIN OR ADJACENT TO THE PROJECT LIMITS ON A DAILY BASIS OR AS NEEDED TO PREVENT TRANSFER OF SEDIMENTATION.
8. HAY BALES SHALL BE EITHER WIRE-BOUND OR STRING-TIED WITH THE BINDINGS ORIENTED AROUND THE SIDES RATHER THAN OVER AND UNDER THE BALES.
9. HAY BALES SHALL BE PLACED LENGTHWISE IN A SINGLE ROW SURROUNDING THE INLET, WITH THE ENDS OF ADJACENT BALES PRESSED TOGETHER.
10. THE FILTER BARRIER SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED TO A MINIMUM DEPTH OF 8 INCHES. AFTER THE BALES ARE STAKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARRIER.
11. EACH HAY BALE SHALL BE SECURELY ANCHORED AND HELD IN PLACE BY AT LEAST TWO STAKES OR REBARS DRIVEN THROUGH THE BALES.
12. LOOSE STRAW SHOULD BE WEDGED BETWEEN THE BALES TO PREVENT WATER FROM ENTERING BETWEEN THE BALES.
13. STRAW BALE BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAIN EVENTS.
14. CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED BALES, END RUNS AND UNDERCUTTING BENEATH BALES.
15. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BALES SHALL BE ACCOMPLISHED PROMPTLY.
16. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE STRAW BALE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDDED.
17. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
18. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC OR BALES SHALL BE REPLACED PROMPTLY.
19. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN THE DEPOSITS REACH APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER.
20. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH EXISTING GRADE, PREPARED AND SEEDDED.
21. EXISTING STORM STRUCTURES SHALL BE INSPECTED AFTER EACH RAIN EVENT, REPAIRS MADE TO THE FILTER BARRIERS, AND SILT / SEDIMENT REMOVED FROM PIPES AND STRUCTURES AS NEEDED TO PROVIDE POSITIVE FLOW.
22. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO 1/3 THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
23. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATIONS AND SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT SPECIFICATIONS AND CRITERIA.
24. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO: "THE FLORIDA DEVELOPMENT MANUAL - A GUIDE TO SOUND LAND AND WATER MANAGEMENT", FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (F.D.E.P.), CHAPTER 6.
25. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS A POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION.
26. ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
27. SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED.
28. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER THAT LIMITS THE DISCHARGE TO 29 NTU ABOVE THE BACKGROUND CONCENTRATION OF THE OUTFALL.
29. DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT.
30. ALL DISTURBED AREAS TO BE STABILIZED THROUGH COMPACTION, SILT SCREENS, HAY BALES AND GRASSING. ALL FILL SLOPES 3:1 OR STEEPER SHALL RECEIVE STAKED SOLID SOD.
31. ALL DEWATERING, EROSION AND SEDIMENT CONTROL DEVICES ARE TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND REMOVED ONLY WHEN AREAS HAVE BEEN STABILIZED.
32. THESE NOTES INDICATE THE MINIMUM EROSION AND SEDIMENT MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.
33. THE CONTRACTOR SHALL BE REQUIRED TO RESPOND TO ALL FDEP OR WATER MANAGEMENT DISTRICT INQUIRIES, RELATIVE TO THE COMPLIANCE FOR EROSION AND SEDIMENTATION CONTROL.
34. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
35. THE CONTRACTOR SHALL EXECUTE THE STORM WATER POLLUTION PREVENTION PLAN PROVIDED ON SHEET G-4 PRIOR TO INITIATING CONSTRUCTION.



REV.#	DATE	DESCRIPTION	BY

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND DATED:

**WADETRIM**  
8010 Woodland Center Boulevard  
Venice, Florida 34285  
Phone: 941-482-4270  
Fax: 941-388-7215  
Certificate of Authorization No.: 3952  
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**CITY OF VENICE, FLORIDA  
LIME SLUDGE POND CLOSURE**

**GENERAL NOTES**

ISSUED FOR: DATE: BY:  
50% PLANS 06/24/16 RB  
100% PLANS 08/12/16 RB  
BD SET 09/09/16 RB

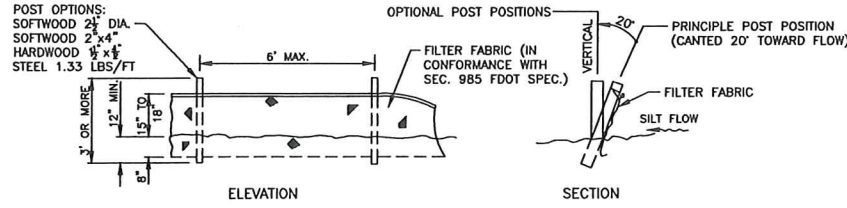
JOB NO. VEN2019.01M

SHEET **G-3**

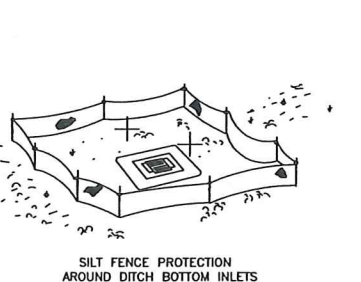
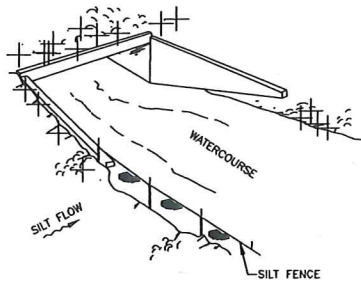
VENICE, FLORIDA

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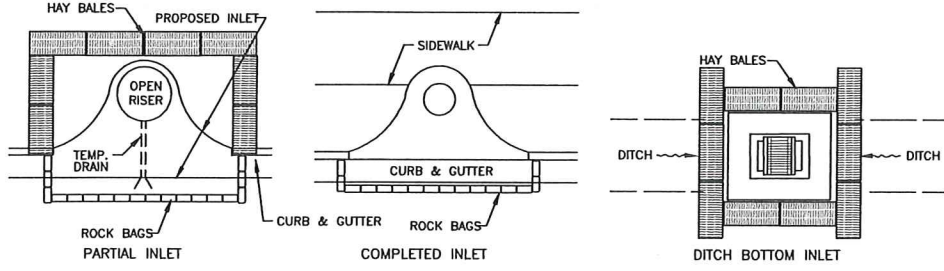
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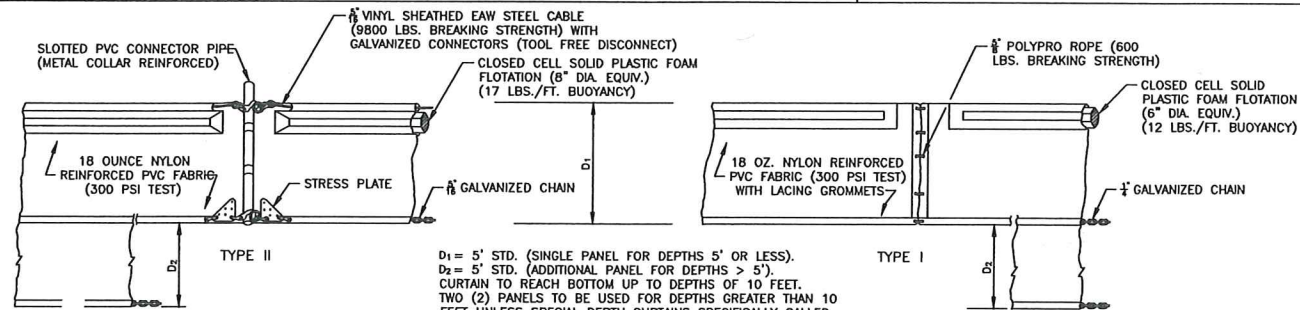
TYPE III SILT FENCE



**SILT FENCE APPLICATIONS**  
N.T.S.



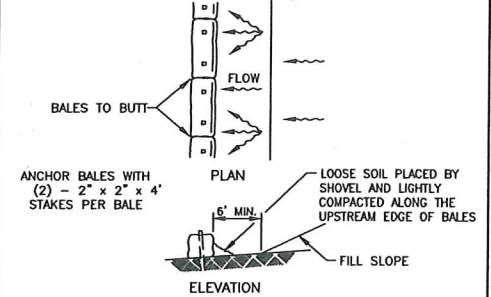
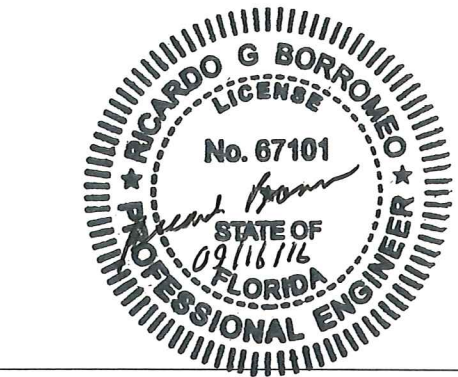
**PROTECTION AROUND INLETS OR SIMILAR STRUCTURES**  
N.T.S.



D<sub>1</sub> = 5' STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS).  
D<sub>2</sub> = 5' STD. (ADDITIONAL PANEL FOR DEPTHS > 5')  
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET.  
TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

NOTICE: COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

**FLOATING TURBIDITY BARRIERS**  
N.T.S.



TO BE USED AT SELECTED SITES WHERE THE NATURAL GROUND SLOPES AWAY FROM THE TOE OF SLOPE

**BARRIERS FOR FILL SLOPES**  
N.T.S.

**SWPPP COORDINATOR DUTIES**

THE CONTRACTOR SHALL COMPLY WITH THE FOLLOWING AND ALL OTHER REQUIREMENTS OF THE USEPA, FDEP, SWFWMD AND THE CITY OF VENICE REGULATIONS:

1. MAINTAIN RECORDS OF CONSTRUCTION ACTIVITIES, INCLUDING:
  - DATES WHEN MAJOR GRADING ACTIVITIES OCCUR
  - DATES WHEN CONSTRUCTION ACTIVITIES TEMPORARILY CEASE ON A PORTION OF THE SITE
  - DATES WHEN STABILIZATION MEASURES ARE INITIATED ON SITE
  - RECORDS MUST BE MAINTAINED AT THE JOB SITE
2. PREPARE INSPECTION REPORTS SUMMARIZING:
  - QUALIFICATIONS OF INSPECTOR
  - MEASUREMENTS / AREAS INSPECTED
  - CHANGES NECESSARY TO THE SWPPP
  - INSPECTIONS SHALL BE COMPLETED ON A WEEKLY BASIS AND AFTER RAINFALL EVENTS EXCEEDING 1/4" INTENSITY
3. A SAMPLE INSPECTION FORM SHALL BE SUPPLIED TO THE CONTRACTOR FOR HIS USE. CONTRACTOR MUST UTILIZE THIS INSPECTION FORM OR AN APPROVED EQUIVALENT.
4. CONTRACTOR MUST EXECUTE NPDES CERTIFICATION FORM AND INSURE THAT ALL SUBCONTRACTORS RESPONSIBLE FOR EROSION CONTROL MEASURES EXECUTE THE NPDES CERTIFICATION FORM. COPIES OF THIS CERTIFICATION MUST BE PROVIDED TO THE OWNER PRIOR TO THE START OF ANY NEW CONSTRUCTION AND COPIES SHALL BE MAINTAINED AT THE JOB SITE.
5. REPORT RELEASES OF REPORTABLE QUANTITIES OF OIL OR HAZARDOUS MATERIALS (IF THEY OCCUR):
  - NOTIFY NATIONAL RESPONSE CENTER @ 1-800-424-8802
  - NOTIFY PERMITTING AUTHORITY IN WRITING WITHIN 14 DAYS
  - MODIFY THE POLLUTION PREVENTION PLAN TO INCLUDE IMPROVED MANAGEMENT CONTROLS
6. MODIFY THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AS NECESSARY TO:
  - COMPLY WITH MINIMUM PERMIT REQUIREMENTS WHEN NOTIFIED BY THE EPA ADDRESS CHANGES IN DESIGN, CONSTRUCTION OPERATION OR MAINTENANCE WHICH HAVE AN EFFECT ON THE POTENTIAL FOR DISCHARGE OF POLLUTANTS INTO STATE WATERS
  - PREVENT REOCCURRENCE OR REPORTABLE QUANTITY RELEASES OF HAZARDOUS MATERIAL, OIL AND / OR FUEL
7. AT THE COMPLETION OF THE PROJECT AND AS A CONDITION OF FINAL PAYMENT, CONTRACTOR SHALL PROVIDE THE OWNER WITH TWO COPIES OF THE ABOVE DESCRIBED REPORTS IN A CONSOLIDATED REPORT FORMAT - THREE RING BINDERS OR EQUIVALENT.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING AND MAINTAINING A COPY OF DEP DOCUMENT NO. 62-621.300(4)(A). THIS PERMIT IS THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GENERIC PERMIT FOR STORM WATER DISCHARGE FROM CONSTRUCTION ACTIVITIES THAT DISTURB ONE OR MORE ACRES OF LAND.

**GENERAL MAINTENANCE PLAN**

THE FOLLOWING MAINTENANCE PLAN IS GENERAL IN NATURE AND IS INTENDED TO PROVIDE A GUIDELINE FOR THE CONTRACTOR. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLETE THE PROJECT IN CONFORMANCE WITH THE NPDES STANDARDS AND APPROVED PLANS AND PERMITS.

**SHORT TERM:**

1. ALL EROSION CONTROL PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY 1/4" RAINFALL EVENT, BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ALL NEEDED REPAIRS WILL BE RECORDED AND MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED.
2. SEDIMENT BUILDUP WILL BE CLOSELY MONITORED AND REMOVED FROM INLET PROTECTION DEVICES TO ENSURE PROPER MANAGEMENT AND STORAGE CAPACITIES. SEDIMENT CONTROL DEVICES SHALL BE CLEANED OR REPLACED WHEN THE SEDIMENT CONTROL NO LONGER WORKS EFFECTIVELY AS DESIGNED.
3. THE SEDIMENT CONTROLLING SILT FENCE SHALL BE MAINTAINED AND / OR REPLACED AS NECESSARY TO MAINTAIN A BARRIER, AS NECESSARY.
4. ALL SEEDED AREAS SHALL BE RESEED, AS NECESSARY, AND MULCHED ACCORDING TO SPECIFICATIONS IN THE VEGETATIVE PLAN TO MAINTAIN A VEGETATIVE COVER, ADEQUATE TO PREVENT EROSION TO OFF SITE AREAS.
5. AS NEEDED, NEW OR ADDITIONAL WORKERS WILL BE INFORMED OF THE PLAN DETAILS IN THE OPERATION AND MAINTENANCE OF PLAN FEATURES.

**LONG TERM:**

1. ALL VEGETATED AREAS WILL BE MAINTAINED IN ADEQUATE CONDITION TO PROVIDE PROPER GROUND COVER, THEREBY REDUCING EROSION POTENTIAL.
2. AREAS WHERE VEGETATION IS LOST WILL BE RESTABILIZED AND MAINTAINED AS NECESSARY TO RESTORE PROPER GROUND COVER.
3. STRUCTURAL MEASURES WILL BE EXAMINED AT LEAST ANNUALLY AND MAINTENANCE PERFORMED AS NEEDED.

**CONTROL OF OTHER POTENTIAL POLLUTANTS**

1. WASTE DISPOSAL: ALL WASTE, SUCH AS DISCARDED BUILDING MATERIALS, CHEMICALS, LITTER AND SANITARY WASTE ARE TO BE PROPERLY CONTROLLED IN ACCORDANCE WITH APPLICABLE STATE, LOCAL AND FEDERAL REGULATIONS.
2. THE APPLICATION, GENERATION AND MITIGATION OF TOXIC SUBSTANCES SHALL BE LIMITED AND THAT TOXIC MATERIALS ARE PROPERLY STORED AND DISPOSED.

**GENERAL CONSTRUCTION SEQUENCING PLAN**

THE FOLLOWING CONSTRUCTION SEQUENCING IS GENERAL IN NATURE AND IS INTENDED TO PROVIDE A GUIDELINE FOR THE CONTRACTOR. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLETE THE PROJECT IN CONFORMANCE WITH THE NPDES STANDARDS AND APPROVED PLANS AND PERMITS.

1. OBTAIN PLAN APPROVAL AND OTHER APPLICABLE PERMITS.
2. FLAG THE WORK LIMITS OF CONSTRUCTION AND IDENTIFY AREAS NOT TO BE DISTURBED.
3. HOLD PRE CONSTRUCTION CONFERENCE AT LEAST ONE WEEK PRIOR TO STARTING CONSTRUCTION. WEEKLY REVIEWS WILL BE CONDUCTED. REVISIONS WILL ALSO BE CONDUCTED WITHIN 24 HOURS FOLLOWING ALL RAIN EVENTS EXCEEDING 1/2" INTENSITY.
4. INSTALL EROSION AND SEDIMENT CONTROLS, SEDIMENT BASINS AND TRAPS AS THE FIRST CONSTRUCTION ACTIVITY.
5. INSTALL STABILIZED TEMPORARY CONSTRUCTION ENTRANCE/EXIT, AS NECESSARY.
6. COMPLETE SITE CLEARING AND EXCAVATION EXCEPT FOR AREAS DESIGNATED NOT TO BE DISTURBED.
7. ROUGH GRADE SITE, STOCKPILE TOPSOIL, CONSTRUCT WATERWAYS, INSTALL CULVERTS AND OUTLET PROTECTION (INSTALL SEDIMENT CONTROLS AND SILT FENCING AS NEEDED). BARE AREAS OF EXPOSED LAND SHALL BE MULCHED AND SEEDED ONCE GRADING HAS BEEN COMPLETED.
8. FINISH THE SLOPES OF PONDS AS SOON AS ROUGH GRADING IS COMPLETE.
9. COMPLETE FINAL GRADING OF GROUNDS, TOPSOIL CRITICAL AREAS AND PERMANENTLY VEGETATE, LANDSCAPE AND MULCH.
10. ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE INSPECTED WEEKLY AND FOLLOWING 1/2" RAINFALL EVENTS. NEEDED REPAIRS WILL BE RECORDED WITHIN 24 HOURS AND CORRECTED IMMEDIATELY.
11. AFTER SITE IS STABILIZED, REMOVE ALL TEMPORARY MEASURES AND INSTALL PERMANENT VEGETATION ON THE DISTURBED AREAS.

**SPECIAL NOTICE:**

THE CERTIFICATIONS BELOW ARE INCLUDED FOR INFORMATIONAL PURPOSES ONLY. OFFICIAL EXECUTED CERTIFICATIONS ARE KEPT IN THE PROJECTS FILE.

**ENGINEER'S CERTIFICATION**

"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 COMPANY NAME: \_\_\_\_\_  
 COMPANY ADDRESS: \_\_\_\_\_  
 COMPANY PHONE: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 DATE OF CERTIFICATION: \_\_\_\_\_

**CONTRACTOR'S CERTIFICATION**

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERIC STORM WATER PERMIT ISSUED PURSUANT TO SECTION 403.0885, F.S., THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION."

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 COMPANY NAME: \_\_\_\_\_  
 COMPANY ADDRESS: \_\_\_\_\_  
 COMPANY PHONE: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 DATE OF CERTIFICATION: \_\_\_\_\_

NOTE: SEE STORM WATER MANAGEMENT CRITERIA FOR MINIMUM STANDARDS.

THIS PLAN IS INTENDED TO COMPLY WITH APPROPRIATE CONDITIONS OF THE CITY OF VENICE REGULATIONS, THE RULES OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, CHAPTER 17-25, F.A.C., AND THE SOUTH WEST FLORIDA WATER MANAGEMENT DISTRICT, DURING ALL CONSTRUCTION ACTIVITIES. THE PLAN ADDRESSES THE FOLLOWING AREAS:

1. GENERAL EROSION CONTROL.
2. PROTECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION.
3. CONTROL OF WIND EROSION.

THE VARIOUS TECHNIQUES OR ACTIONS IDENTIFIED UNDER EACH SECTION INDICATE THE APPROPRIATE SITUATION WHEN THE TECHNIQUES SHOULD BE EMPLOYED. ALSO IDENTIFIED IS A CROSS-REFERENCE TO A DIAGRAM OR FIGURE REPRESENTING THE TECHNIQUE.

IT SHOULD BE NOTED THAT THE MEASURES IDENTIFIED ON THIS PLAN ARE ONLY SUGGESTED BMP(S). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENTION AND EROSION CONTROL MEASURES AS SPECIFIED IN FDOT INDEX #100-104 AND AS REQUIRED BY NPDES AND AS NECESSARY FOR EACH SPECIFIC APPLICATION.

**SECTION 1 - GENERAL EROSION CONTROL**

GENERAL EROSION CONTROL BMP'S SHALL BE EMPLOYED TO MINIMIZE SOIL EROSION AND POTENTIAL POND SLOPE CAVE-INS. WHILE THE VARIOUS TECHNIQUES REQUIRED WILL BE SITE AND PLAN SPECIFIC, THEY SHOULD BE EMPLOYED AS SOON AS POSSIBLE DURING CONSTRUCTION ACTIVITIES.  
 CLEARED SITE DEVELOPMENT AREAS NOT CONTINUALLY SCHEDULED FOR CONSTRUCTION ACTIVITIES SHALL BE COVERED WITH HAY OR OVER SEEDED AND PERIODICALLY WATERED SUFFICIENTLY TO STABILIZE THE TEMPORARY GROUND COVER.

SLOPES OF BANKS OF TEMPORARY SEDIMENT BASINS SHALL BE CONSTRUCTED NOT STEEPER THAN 2H:1V AND NO DEEPER THAN 4 FT DEEP UNLESS SPECIFIED OTHERWISE.  
 SEED AND MULCH SHALL BE SPREAD ON-SITE AFTER GRADING OF THE SITE HAS BEEN COMPLETED. VEGETATION MUST BE ESTABLISHED BEFORE SILT BARRIERS ARE REMOVED.

**SECTION 2 - PROTECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION**

SURFACE WATER QUALITY SHALL BE MAINTAINED BY EMPLOYING, AT A MINIMUM, THE FOLLOWING BMP'S AND OTHER MEASURES AS REQUIRED IN THE PLANNING AND CONSTRUCTION OF ALL IMPROVEMENTS.  
 WHERE PRACTICAL, STORM WATER SHALL BE CONVEYED BY SWALES.  
 EROSION CONTROL MEASURES SHALL BE EMPLOYED TO MINIMIZE TURBIDITY OF SURFACE WATERS LOCATED DOWNSTREAM OF ANY CONSTRUCTION ACTIVITY. WHILE THE VARIOUS MEASURES REQUIRED WILL BE SITE SPECIFIC, THE FOLLOWING MEASURES SHALL BE UTILIZED AS A MINIMUM.

IN GENERAL, EROSION SHALL BE CONTROLLED AT THE FURTHEST PRACTICAL UPSTREAM LOCATION.

STORM WATER INLETS SHALL BE PROTECTED DURING CONSTRUCTION. PROTECTION MEASURES SHALL BE EMPLOYED AS SOON AS PRACTICAL DURING THE VARIOUS STAGES OF INLET CONSTRUCTION. SILT BARRIERS SHALL REMAIN IN PLACE UNTIL SODDING AROUND INLETS IS COMPLETE OR AS OTHERWISE REQUIRED.

HEAVY CONSTRUCTION EQUIPMENT PARKING AND MAINTENANCE AREAS SHALL BE DESIGNED TO PREVENT OIL, GREASE, AND LUBRICANTS FROM ENTERING SITE DRAINAGE FEATURES INCLUDING STORM WATER COLLECTION AND TREATMENT SYSTEMS. CONTRACTOR SHALL PROVIDE BROAD DIKES, HAY BALES OR SILT SCREENS AROUND, AND SEDIMENT SUMPS WITHIN, SUCH AREAS AS REQUIRED TO CONTAIN SPILLS OF OIL, GREASE OR LUBRICANTS. CONTRACTORS SHALL HAVE AVAILABLE AND SHALL USE ADSORBENT FILTER PADS OR OTHER METHODS TO CLEAN UP SPILLS AS SOON AS POSSIBLE AFTER OCCURRENCE.

SILT BARRIERS SHALL BE ERRECTED AS SHOWN PRIOR TO THE INITIATION OF CLEARING OR EARTHWORK AND SHALL REMAIN UNTIL VEGETATIVE COVER OR ALL DISTURBED AREAS HAVE BEEN ESTABLISHED OR AS REQUIRED BY THE OWNER. SILT BARRIERS SHALL BE CONTINUOUSLY MAINTAINED FOR ENTIRE PROJECT DURATION. SILT BARRIERS SHALL NOT BE REMOVED UNTIL APPROVED BY THE OWNER. SILT BARRIERS, ANY SILT WHICH ACCUMULATES BEHIND THE BARRIERS, AND ANY FILL USED TO ANCHOR THE BARRIERS SHALL BE REMOVED PROMPTLY AFTER THE END OF THE MAINTENANCE PERIOD SPECIFIED FOR THE BARRIERS.

WHERE REQUIRED TO PREVENT EROSION FROM SHEET FLOW ACROSS BARE GROUND FROM ENTERING A LAKE OR SWALE AND IN THE ABSENCE OF AN ACCEPTABLE TEMPORARY LAKE OR SUMP AREA, A TEMPORARY SUMP SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED ON THE GROUND DRAINING TO THE SUMP.

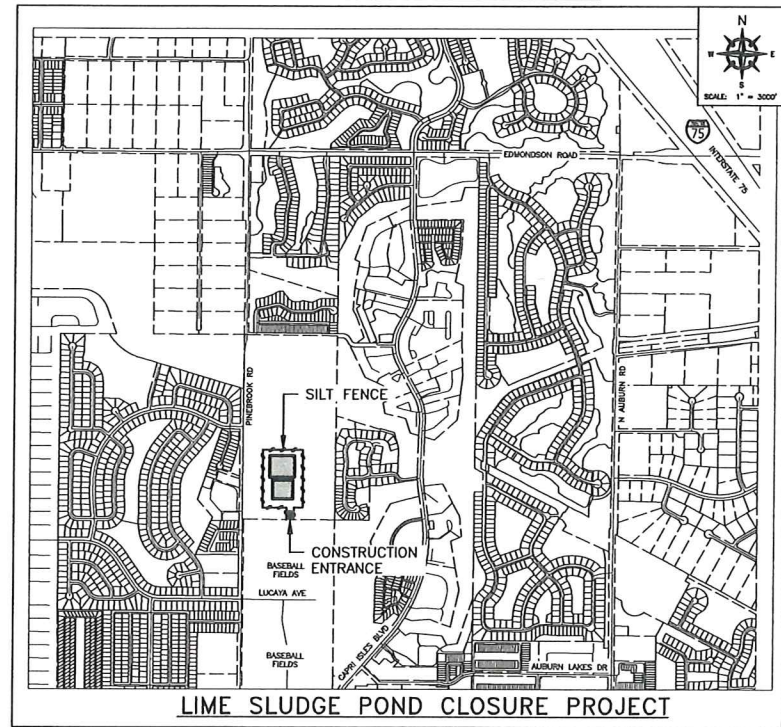
**SECTION 3 - CONTROL OF WIND EROSION**

WIND EROSION SHALL BE CONTROLLED BY EMPLOYING BMP'S WHICH SHALL INCLUDE THE FOLLOWING AND/OR OTHER METHODS AS A MINIMUM:  
 BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUGITIVE DUST. IT MAY BE NECESSARY TO LIMIT CONSTRUCTION VEHICLE SPEED IF BARE EARTH HAS NOT BEEN EFFECTIVELY WATERED. IN NO CASE SHALL FUGITIVE DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION.

AS SOON AS PRACTICAL AFTER COMPLETION OF CONSTRUCTION, BARE EARTH SHALL BE VEGETATED.

AT ANY TIME BOTH DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND/OR VEGETATION ARE NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR TRANSPORT OF FUGITIVE DUST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL SHALL BE EMPLOYED. THESE METHODS MAY INCLUDE ERECTION OF DUST CONTROL FENCES. IF REQUIRED, DUST CONTROL FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAIL FOR A SILT FENCE SHOWN IN FIGURE 1, EXCEPT THE MINIMUM HEIGHT SHALL BE 4 FEET.

**PROJECT LOCATION DESCRIPTION**



**LIME SLUDGE POND CLOSURE PROJECT**

**GENERAL SITE INFORMATION**  
(NOT TO SCALE)

**SITE DESCRIPTION:**  
LIME SLUDGE PONDS - NOT IN USE.

**TOTAL AREA AND DISTURBED AREA:**  
TBD

**QUALITY RECEIVING SURFACE WATERS AND WETLANDS:**  
THERE ARE NO ANTICIPATED DISCHARGES TO RECEIVING WATER BODIES DURING EXCAVATION OF LIME SLUDGE, HAULING LIME SLUDGE OFF-SITE OR WHEN FILLING AND GRADING EXCAVATED LIME SLUDGE PONDS.

**SOIL STABILIZATION:**  
THE PURPOSE OF SOIL STABILIZATION IS TO PREVENT SOIL FROM LEAVING THE SITE. THE PRIMARY TECHNIQUES TO BE USED AT THIS PROJECT FOR STABILIZATION AFTER CONSTRUCTION WILL BE TO PROVIDE PROTECTIVE TURF GRASS, RUBBLE AND REINFORCEMENT MAT. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE BUT IN NO CASE MORE THAN 7 DAYS IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.

**STORM WATER POLLUTION PREVENTION MEASURES & CONTROLS:**  
THERE ARE A VARIETY OF CONTROLS PROPOSED FOR THIS SITE. SOME CONTROLS ARE INTENDED TO FUNCTION TEMPORARILY AND WILL BE USED AS NEEDED FOR POLLUTANT CONTROL. THESE INCLUDE TEMPORARY SEDIMENT BARRIERS AND SILT FENCES. FOR MOST DISTURBED AREAS, PERMANENT STABILIZATION WILL BE ACCOMPLISHED BY COVERING THE SOIL WITH SEED AND MULCH.  
**EXISTING SOIL TYPES:**  
THE SOIL TYPES ARE IDENTIFIED ON THE SOIL CONSERVATION SURVEY OF BREVARD COUNTY.

**NOTES:**  
ACCESS SHALL BE PROVIDED BY AN UNOBSTRUCTED ALL WEATHER DRIVING SURFACE CAPABLE OF SUPPORTING THE LOADS IMPOSED BY RESPONDING APPARATUS OF NOT LESS THAN 20 FEET AND SHALL BE MAINTAINED DURING CONSTRUCTION. THE LOCATION OF EROSION CONTROL FEATURES SHOWN ON THIS PLAN REPRESENTS MINIMUM REQUIREMENTS. DEPENDING UPON THE CONTRACTOR'S OPERATIONS, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL AND MAINTAIN ANY NECESSARY EROSION CONTROL FACILITIES NEEDED TO CONTROL EROSION OR THE DISCHARGE OF TURBIDITY INTO DOWNSTREAM WATERS OR ADJACENT PROPERTY.

CITY OF VENICE, FLORIDA  
 LIME SLUDGE POND CLOSURE  
 STORMWATER POLLUTION PREVENTION PLAN  
 LIME SLUDGE POND CLOSURE



ISSUED FOR: DATE: BY:  
 50% PLANS 06/24/16 RB  
 100% PLANS 08/12/16 RB  
 BID SET 09/09/16 RB

JOB NO. VEN2019.01M

SHEET

G-4

**SURVEYOR'S NOTES**

1. TYPE OF SURVEY: TOPOGRAPHIC SURVEY. ANY USE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.

2. NO EXCAVATION WAS PERFORMED TO VERIFY THE LOCATION OR EXISTENCE OF ANY UNDERGROUND IMPROVEMENTS, STRUCTURES, OR FOUNDATIONS. UNDERGROUND UTILITIES SHOWN HEREON ARE SHOWN PER ABOVE GROUND EVIDENCE AND/OR RECORD DRAWINGS OR MUNICIPAL ATLAS INFORMATION AND THE LOCATION OF ALL UNDERGROUND UTILITY LINES ARE APPROXIMATE ONLY. THIS DOCUMENT SHOULD NOT BE RELIED UPON FOR EXCAVATION OR CRITICAL DESIGN FUNCTIONS WITHOUT FIELD VERIFICATION OF UNDERGROUND UTILITY LOCATIONS. UTILITIES OTHER THAN THOSE SHOWN HEREON MAY EXIST.

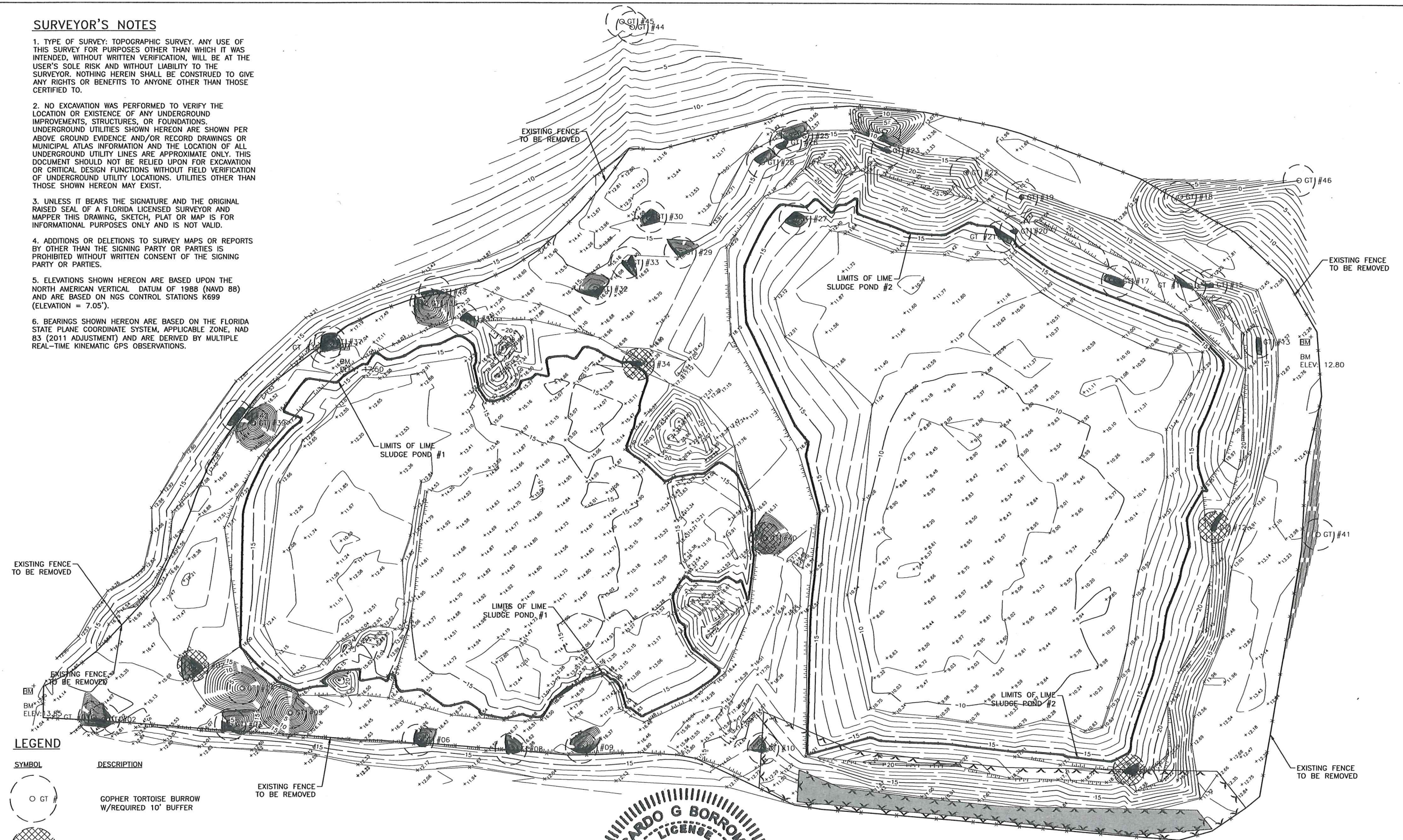
3. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

5. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE BASED ON NGS CONTROL STATIONS K699 (ELEVATION = 7.05').

6. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, APPLICABLE ZONE, NAD 83 (2011 ADJUSTMENT) AND ARE DERIVED BY MULTIPLE REAL-TIME KINEMATIC GPS OBSERVATIONS.

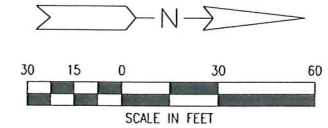
PROJECT MANAGER: Ricardo G. Borromeo, P.E.  
 FIELD BOOK INFORMATION: C:\PW\WORK\WHORNE\0815648\CSP-PLTS-EXIST SITE C-01.DWG - C-1 - PLOTTED 9/14/2016 6:19 PM BY HORNE, MICHAEL



**LEGEND**

SYMBOL	DESCRIPTION
	GOPHER TORTOISE BURROW W/REQUIRED 10' BUFFER
	GOPHER TORTOISE TO BE REMOVED
	EXISTING WETLAND
	EXISTING WETLAND W/REQUIRED 25' BUFFER

NOTE:  
NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN REFERENCED GOPHER TORTOISE & WETLAND BUFFERS



REV#	DATE	DESCRIPTION

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND DATED:

**WADETRIM**  
 8010 Woodland Center Boulevard  
 Venice, Florida 33596  
 813.942.0271  
 Certificate of Authorization No. 3852

**CITY OF VENICE, FLORIDA**  
**LIME SLUDGE POND CLOSURE**  
 EXISTING SITE CONDITIONS



ISSUED FOR:	DATE:	BY:
50% PLANS	06/24/16	RB
100% PLANS	08/12/16	RB
BID SET	09/09/16	RB

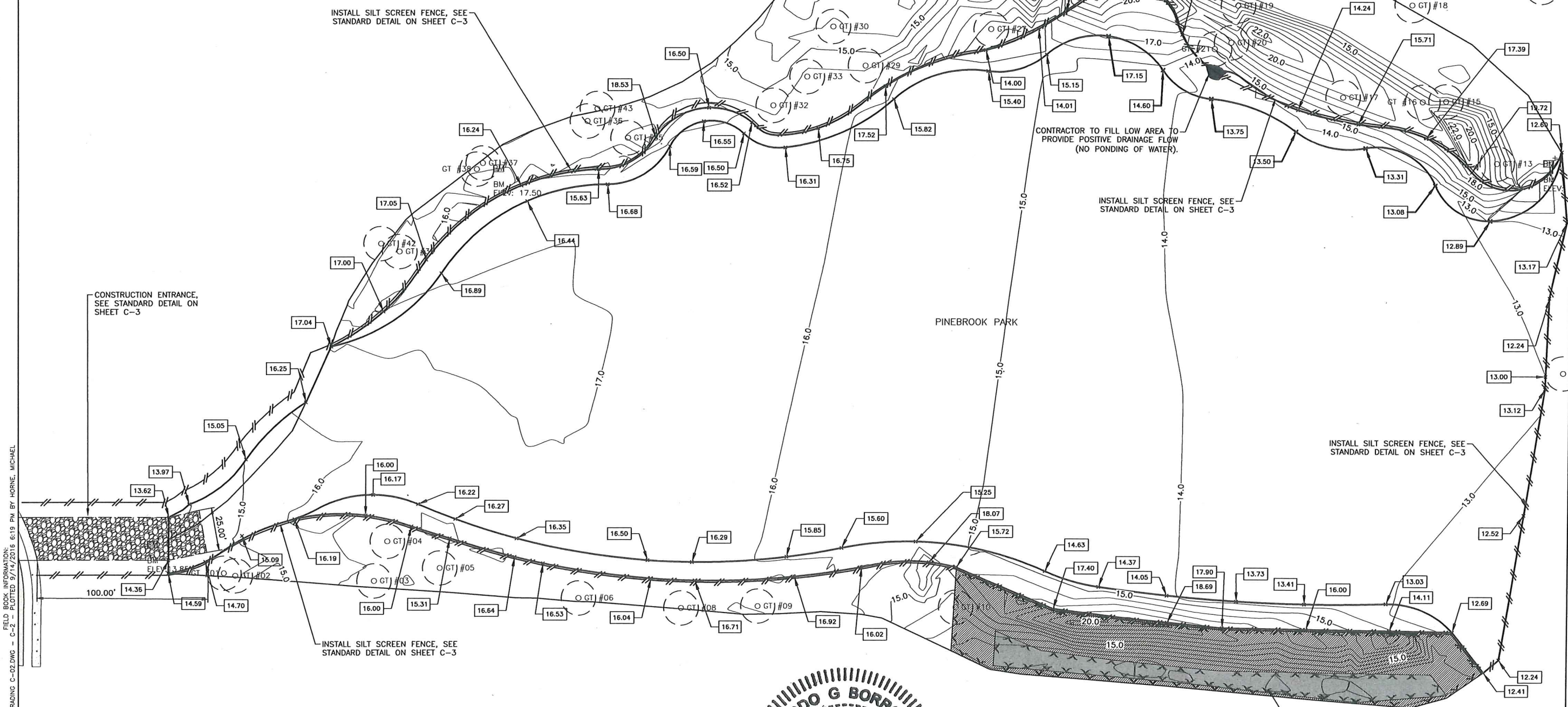
JOB NO.  
**VEN2019.01M**

SHEET  
**C-1**

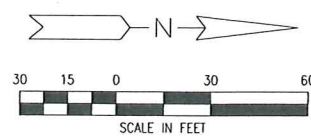
VENICE, FLORIDA | WMF STUDIO | POND CLOSURE | © Wade Trim Group, Inc.

**GRADING NOTES**

1. CONTRACTOR MUST ESTABLISH WETLAND LINE AND 25' WIDE WETLAND BUFFER FOR THE EXISTING WETLAND LOCATED IN THE NORTHEAST CORNER OF SITE. INSTALL PROTECTIVE BARRIER AROUND WETLAND BUFFER. WETLAND MUST REMAIN UNDISTURBED THROUGHOUT LIME SLUDGE POND CLOSURE AND GRADING OF SITE.
2. CONTRACTOR WILL REMOVE ALL EXISTING PERIMETER FENCING/GATES AND HAUL OFF-SITE FOR DISPOSAL.
3. MAXIMUM CUT AND FILL SLOPE = 3:1



PROJECT MANAGER: Ricardo Borromeo, P.E.  
 C:\PW\WORK\WHDORNE\0815646\CDP-PLIS-SITE GRADING C-02.DWG - C-2 - PLOTTED 9/14/2016 6:19 PM BY HORNE, MICHAEL



REV#	DATE	DESCRIPTION	BY

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND DATED.

**WADETRIM**

8015 Woodland Center Boulevard  
 Suite 1000, Tampa, FL 33611  
 813.882.4378 / 813.882.4954 FAX: 813.888.7215  
 Certificate of Authorization No. 3882  
 www.wadetrims.com

**CITY OF VENICE, FLORIDA**  
**LIME SLUDGE POND CLOSURE**  
 SITE GRADING PLAN



ISSUED FOR: DATE: BY:  
 50% PLANS 06/24/16 RB  
 100% PLANS 08/12/16 RB  
 BID SET 09/09/16 RB

JOB NO. VEN2019.01M  
 SHEET C-2

© Wade Trim Group, Inc. VENICE, FLORIDA LIME SLUDGE POND CLOSURE





# CITY OF VENICE PROCUREMENT- FINANCE DEPARTMENT

401 W. VENICE AVE. - ROOM # 204  
VENICE, FL. 34285 (941) 486-2626  
FAX (941) 486-2790

## ADDENDUM NO. 1

**Date: November 22, 2016**

**To: All Prospective Bidders**

**Re: ITB# 3049 Lime Sludge Ponds Closure**

---

This addendum sets forth changes and/or information as referenced and is hereby made part of and should be attached to the subject Contract Documents. Receipt of this Addendum shall be acknowledged below and in the submitted proposal. It shall be the responsibility of each proposer, prior to submitting a proposal, to contact the City of Venice- Procurement- Finance Department to determine if addenda were issued and to make such addenda a part of their proposal.

---

The following is to clarify and provide additional information requested during the pre-bid meeting held November 15, 2016 at 2:00 P.M.

Peter Boers, Procurement Manager, opened the meeting

1. **Important dates:** Bids are due December 7, 2016 at 2:00 p.m. at City Hall room #204. Bids are to be delivered to Suite 204 in City Hall. The bid opening will take place in the Community Hall (room #114).
2. The Cut-Off for questions will be November 30, 2016 at 1:00 PM
3. Mr. Boers advised the bidders to read through *Instructions to Bidders*, but made note of the following Articles.
4. Article 10 Bid Security - 5% Bid Security is required.
5. Article 11 Contract Times – time to completion is 240 days from NTP.
6. Article 12 Liquidated Damages - Mr. Boers advised that the stipulated damages for this project are \$1532 per day.
7. Article 23 Contract Securities - The awarded contractor will be required to provide a Performance and Payment Bond equaling 100% of the contact amount. **EXHIBIT A**

8. Article 24 Contractors Insurance -Mr. Boers reviewed **EXHIBIT B: Insurance Requirements**.
  - a. General Liability -\$1,000,000 per occurrence
  - b. Business Auto Liability - \$1,000,000 combined single limit
  - c. Worker's Comp per State Statute
9. Article 29 Local Preference – Local preference is applicable to this bid.
10. Bid Form
11. Mr. Boers reviewed the required forms that must be returned with each firm's submittal. These required forms are listed in the Appendix of the bid document. Mr. Boers advised, even if a form does not pertain to said company - to still mark it with a "N/A" and return it with each submittal. Mr. Boers also advised that the *Required Forms List* could be used as a "check off" sheet for firms to use.
12. Bidders are asked to also complete and return the *Bidder's Qualification Statement* with their bid.
13. Mr. Ricardo Borrromeo, the City's consulting Engineer from Wade Trim, reviewed the scope of work and provided a brief overview of the project.
14. Mr. Boers opened the floor for bidder's questions. He advised the attendees to follow up in writing if they do not see an answer to their question published in an addendum and to not assume a change is in effect unless published in an addendum.

## **GENERAL CLARIFICATIONS**

### **QUESTIONS**

- Q1.** Has any testing been conducted on the "Lime Sludge" to determine the dump fee? Normally the landfill wants a soil profile of material as such.
- R1.** See attached soils report
- Q2.** Please confirm the landfill site the city has communicated with. (name/address of landfill)
- R2.** North Manatee Recycling and Disposal Facility, 14415 County Road 39, Duette, FL 34219. See revised Specification Section 01010 1.02.4 below.
- Q3.** Will the city be paying for the dump fees at the designated landfill?
- R3.** Per Specification Section 01025 3.01.A, Bid Item #1 is to include the disposal of the lime sludge.
- Q4.** Will the contractor be paid for the tonnage of the "Lime Sludge" by the receipt tickets at the designated landfill?
- R4.** Per Specification Section 01025 3.01.A, Bid Item #1 payment shall be based on actual tons of lime sludge removed from the site. Contractor shall be paid based on the quantities shown on the receipt tickets or proof of delivery (POD) forms.

- Q5.** How will the contractor be paid for the "Borrow Fill"? Truck Bed Measure (w/signed tickets) or in-place measurement. Please advise.
- R5.** Truck Bed Measure with signed tickets. If signed tickets are not available, in-place measurement can be accepted provided that the Owner's Representative be notified in advance of the fill placement and Contractor provides before and after measurements.
- Q6.** Please advise all applicable permits the contractor will have to apply for. Also please forward as an addendum all permits that have been applied for with this project. The contractor will need to review to see if any special provisions or conditions will need to be adhered to.
- R6.** Permits required for the gopher tortoise relocation shall be obtained by the City prior to construction. Contractor shall secure the Site Prep Permit issued by the City of Venice (See Specification Section 01025.I). Based on FDEP guidance document dated June 12, 2006, no additional permits are required for land application provided that the conditions of the guidance document are met. For alternative reuse options proposed by the Contractor, Contractor shall obtain all required approvals or permits (if any) per Specification Section 01060 1.01.C. Unless stated otherwise, permit fees shall be included in the Contractor's bid (See Specification Section 01025.G). See attached revised Bid Form to be used.
- Q7.** Please confirm Section -1030-3 regarding the verbiage pertaining to relocating any utilities, poles, etc. that might be in conflict. (contractor's responsibility??) Please advise.
- R7.** Yes, per Section 01030 1.07.A.

### **REVISIONS:**

**1. Delete the following language from Specification Section 01010 1.02.4:**

4. Transport of the lime sludge to the North Manatee Waste Management Facility for disposal;

**And replace with the following text:**

4. Transport of the lime for (1) disposal in a regulatory compliant facility, (2) reuse that is acceptable by regulatory authorities, or (3) land application that is compliant with FDEP's June 12, 2006 document titled "Guidance for Land Application of Drinking Water Treatment Plant Sludge".

**2. Delete Specification 01025 and replace it with the revised attachment.**

**3. Delete the Bid Form and replace it with the revised Bid Schedule provided in this Addendum. Bidders must submit Bid Form marked "Addendum 1 Revision" with their bid submittal.**

Receipt Acknowledged:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

A copy of the addendum (excluding attachments) is to be included with the proposal response.

## ENVIRONMENTAL SERVICES REPORT

For the

**FORMER LIME PONDS  
NORTH OF PINEBROOK PARK  
VENICE, SARASOTA COUNTY, FLORIDA**

Prepared for

**CITY OF VENICE  
UTILITIES DEPARTMENT  
401 WEST VENICE AVENUE  
VENICE, FLORIDA 34285**

Prepared by

**PROFESSIONAL SERVICE INDUSTRIES, INC.  
5801 BENJAMIN CENTER DRIVE, SUITE 112  
TAMPA, FLORIDA 33634  
TELEPHONE (813) 886-1075**

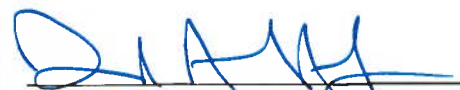
**PSI PROJECT NO. 552-4G029**

**April 12, 2004**

**DIRECTOR'S  
COPY**



Michael J. Bair  
Project Manager



David A. Stedje, P.G., CHMM  
Senior Technical Professional



April 12, 2004

City of Venice  
Utilities Department  
401 West Venice Avenue  
Venice, Florida 34285

Attn: R. Christopher Sharek, P.E.  
Assistant Utility Director

Re: Environmental Services Report  
**Former Lime Ponds**  
North of Pinebrook Park  
Venice, Sarasota County, Florida  
PSI Project No. 552-4G029

Dear Mr. Sharek:

In accordance with our agreement dated February 23, 2004, Professional Service Industries, Inc. (PSI) has completed the environmental services at the above-referenced property. Please find four copies of the final report enclosed.

Thank you for choosing PSI as your consultant for this important project. If you have any questions, or if we can be of additional service in the future, please contact the undersigned at (813) 886-1075.

Respectfully submitted,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**



Michael J. Bair  
Project Manager

P: 552-Env/2004/G-Reports 04/4G029/report.doc

Enclosures

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APPENDIX D - LABORATORY ANALYTICAL REPORTS AND CHAIN-OF-CUSTODY RECORDS





## 1.0 INTRODUCTION

Professional Service Industries, Inc. (PSI) conducted environmental services at the Former Lime Ponds (hereinafter "subject property") located in the vicinity of Pinebrook Park in Venice, Florida. The purpose of the project was to develop information with respect to the environmental quality of the material within each pond, to evaluate whether hazardous substances or petroleum products are present under conditions indicating an impact to the subject property, and to evaluate the thickness of the material. This report documents the scope of work, field investigation activities, laboratory analyses, and evaluation of data with respect to the environmental conditions assessed. Equipment decontamination, sample collection, field documentation, sample custody, and laboratory analyses were conducted in general accordance with methods prescribed by the Florida Department of Environmental Protection (Standard Operating Procedure DEP-SOP-001/01).

### 1.1 AUTHORIZATION

Authorization to perform the assessment was given on February 26, 2003 by a *Notice to Proceed*, issued by the City of Venice Utilities Department (account # 421-1203-533-31.00). A formal Purchase Order (P.O. No. 30680) was issued on March 2, 2004. The scope of work for this project is outlined in PSI Proposal No. 552-G4035, dated February 23, 2004. Mr. Chris Sharek, Assistant Utility Director with the City of Venice, provided access to the property.

### 1.2 SITE DESCRIPTION

The subject property is located north of Pinebrook Park and east of Pinebrook Road in Venice, Sarasota County, Florida. The property is located within a predominantly residential setting. Figure 1, Appendix A illustrates the general location of the subject property as referenced on the "Venice, Florida" USGS quadrangle map (1973, photo-revised 1987).

The subject property consists of two former lime ponds (north pond and south pond). Earth berms, dense vegetation, and chain-link fencing surround both ponds. Access was provided to the study area through a gate in the fencing along the west side of the site. Figure 2, Appendix A illustrates the site layout.

### 1.3 PROJECT BACKGROUND

The City of Venice has been operating a lime softening water treatment plant since about 1954. The byproduct of this process has been stockpiled at the subject property in the lime ponds since that time, which historically was a common waste handling practice for this type of material. These ponds were being used and monitored until late 1990, at which time the lime softening plant was taken out of service.



PSI performed environmental services at the subject property and issued a report dated June 22, 1995. The scope of work included two soil borings for lithology evaluation and the collection of two samples for laboratory analysis. The results of the 1995 investigation were generally in agreement with those for the current study. The conclusions of the 1995 report indicated that the laboratory analytical results were below detection limits for all parameters specified in EPA Method 8020, EPA Method 8260, and the full TCLP List with the exception of barium. The concentration of barium in both samples was below the maximum allowable "clean soil" concentration specified in Chapter 62-775, Florida Administrative Code (the most relevant guidance document at the time of the investigation). The material at the tested locations in 1995 was classified as non-hazardous waste.

#### **1.4 PURPOSE AND SCOPE**

The purpose of this project was to develop information regarding the environmental quality and thickness of the material within the two former lime ponds. PSI relied upon client-supplied background information and recommendations from PSI to develop the scope of work for this investigation. The general scope of the investigation consisted of the following activities: soil borings, laboratory testing, data analysis and interpretation, and report preparation.

The project was completed in general accordance with the authorized scope of work.

## **2.0 ASSESSMENT ACTIVITIES**

Field investigation and sampling activities were conducted on March 3, 2004, under the supervision of Mr. Michael J. Bair, Project Manager for PSI. Mr. David A. Stedje, P.G., CHMM served as the Senior Technical Professional for this project.

Drilling of soil borings were performed by PSI using hand augers and a track-mounted drill rig. Upon completion of the investigation, all soil borings were abandoned using native material from the boring. Soil samples were submitted to Severn Trent Laboratories (STL) in Tampa, Florida under chain-of-custody documentation for analysis.

### **2.1 LITHOLOGIC EVALUATION**

Eight borings (labeled as boring B-1 through B-8) were performed at the subject property as illustrated on Figure 2, Appendix A. The borings were performed to evaluate the thickness of material within each pond. At each boring location, samples were collected and described from land surface until native material was encountered. Lithologic logs are presented in Appendix C.



## **2.2 SOIL TESTING**

At borings B-2 (labeled as B-2A), B-3, B-6, and B-8, samples were retained for laboratory analysis. The samples were collected from land surface to one-foot below land surface (composite) at B-2A and B-8, from 2.5 feet (discrete) at B-3, and from 6 feet (discrete) at B-6. Each sample was collected from within the lime material for laboratory analysis of volatile organic compounds by EPA Method 8260, semi-volatile organic compounds by EPA Method 8270, organochlorine pesticides by EPA Method 8081, polychlorinated biphenyls (PCBs) by EPA Method 8082, organophosphorus pesticides by EPA Method 8141, chlorinated herbicides by EPA Method 8151, the RCRA eight metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver) and aluminum by EPA Methods 6010/7471, and pH.

## **2.3 INVESTIGATION DERIVED WASTES**

Investigation-derived waste was not generated as part of this project. Excess soil samples were returned to the originating borehole. All disposable sampling supplies and equipment was removed from the study area at the conclusion of the investigation.

## **3.0 DATA ANALYSIS & INTERPRETATION**

The results of the field investigation and laboratory analyses are presented in the following sections. Where appropriate, the results are compared with regulatory limits of Chapter 62-777, Florida Administrative Code (F.A.C.) for the chemicals and compounds identified in the applicable media. Complete copies of the laboratory analytical reports are included as Appendix D of this report.

### **3.1 LITHOLOGIC EVALUATION**

The borings were completed to evaluate the thickness of the lime material in each pond. Four borings were performed in each pond. The material began at land surface and varied in thickness. At land surface to the water table interface, the material was generally dry and unconsolidated. Below the water table, the material consisted of an unconsolidated slurry. The lime material was underlain by native material consisting of very organic fine-grained sand. Because the topography in the study area varied significantly, the depth-to-groundwater ranged from 1 to 6 feet below land surface in the borings. No significant stormwater impoundments were noted in the study area.

In the north pond (borings B-5 through B-8), the lime material ranged from 6 to 8 feet in thickness. In the south pond (borings B-1 through B-4), the lime material ranged from 2.5 to 6 feet in thickness. Fence diagrams for each pond are presented as Figures 3 and 4, Appendix A.



### 3.2 LABORATORY ANALYTICAL RESULTS

Four samples were collected for laboratory analysis from the lime material within each pond (two samples from each pond). The laboratory analytical results (detected analytes only) are summarized on Table 1, Appendix B. As noted, several analytes were detected above the laboratory method detection limits. However, only arsenic at boring B-8 (southeast corner of north pond) was detected above the Residential Direct Exposure Soil Cleanup Target Level of Chapter 62-777, Florida Administrative Code. No other tested analytes were detected above the Residential Direct Exposure or Leachability-based Soil Cleanup Target Level of Chapter 62-777, Florida Administrative Code. The laboratory analytical reports are presented as Appendix D.



## 4.0 CONCLUSIONS

PSI has performed environmental services in general conformance with the scope and limitations of PSI Proposal No. 552-G4035 for the Two Former Lime Ponds in Venice, Florida. Any exceptions to or deletions from the work scope are discussed earlier in this report. Based on an evaluation of the findings of this assessment, the following conclusions have been developed.

### 4.1 LITHOLOGY

- The lime material varied in depth across the study area. In general, the thickness of the material was no less than 2.5 feet and no greater than 8 feet.
- The lime material was underlain by native material consisting of very organic, fine-grained sand.

### 4.2 LABORATORY TESTING

- Four samples were collected for laboratory analysis of volatile organic compounds by EPA Method 8260, semi-volatile organic compounds by EPA Method 8270, organochlorine pesticides by EPA Method 8081, polychlorinated biphenyls (PCBs) by EPA Method 8082, organophosphorus pesticides by EPA Method 8141, chlorinated herbicides by EPA Method 8151, the RCRA eight metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver) and aluminum by EPA Methods 6010/7471, and pH.
- No target analytes were detected above the Soil Cleanup Target Levels of Chapter 62-777, Florida Administrative Code, except for arsenic at boring B-8. The State of Florida Environmental Resource Commission is currently evaluating a proposal by the Florida Department of Environmental Protection to raise the Residential Direct Exposure Soil Cleanup Target Level for arsenic based on recent bioavailability studies. The studies indicate the bioavailability of arsenic is considerably lower than originally estimated in Chapter 62-777, Florida Administrative Code. It appears likely that the Residential Direct Exposure Soil Cleanup Target Level for arsenic will be raised to a concentration above 2 mg/kg in the near future.

## 5.0 WARRANTY

### 5.1 WARRANTY

PSI warrants that the findings and conclusions reported herein were conducted in general accordance with ASTM Standard E 1903-97 protocol. These methodologies are described by the standard guide as representing good commercial and customary practice for conducting an Environmental Assessment of a parcel of property for the purpose of evaluating environmental conditions. However, these findings and conclusions contain all of the limitations inherent in these methodologies which are referred to in the standard guide and some of which are more specifically set forth below.

The Environmental Assessment has been developed to provide the client with information regarding apparent indications of environmental conditions relating to the subject property. It is necessarily limited to the conditions observed and to the information available at the time of the work. The assessment and conclusions presented herein were based upon the subjective evaluation of limited data. They may not represent all conditions at the subject site as they reflect the information gathered from specific locations. PSI warrants that the findings and conclusions contained herein have been promulgated in accordance with generally accepted environmental investigation methodology and only for the site described in this report.

Due to the limited nature of the work, there is a possibility that there may exist conditions which could not be identified within the scope of the assessment or which were not apparent at the time of report preparation. It is also possible that the testing methods employed at the time of the report may later be superseded by other methods. The description, type, and composition of what are commonly referred to as "hazardous materials or conditions" can also change over time. PSI does not accept responsibility for changes in the state of the art, nor for changes in the scope of various lists of hazardous materials or conditions. PSI believes that the findings and conclusions provided in this report are reasonable. However, no other warranties are implied or expressed.

### 5.2 USE BY THIRD PARTIES

This report was prepared pursuant to the contract PSI has with the City of Venice. That contractual relationship included an exchange of information about the subject site that was unique and between PSI and its client and serves as the basis upon which this report was prepared. Because of the importance of the communication between PSI and its client, reliance or any use of this report by anyone other than the City of Venice, for whom it was prepared, is prohibited and therefore not foreseeable to PSI.



Reliance or use by any such third party without explicit authorization in the report does not make said third party a third party beneficiary to PSI's contract with the City of Venice. Any such unauthorized reliance on or use of this report, including any of its information or conclusions, will be at third party's risk. For the same reasons, no warranties or representations, expressed or implied in this report, are made to any such third party.

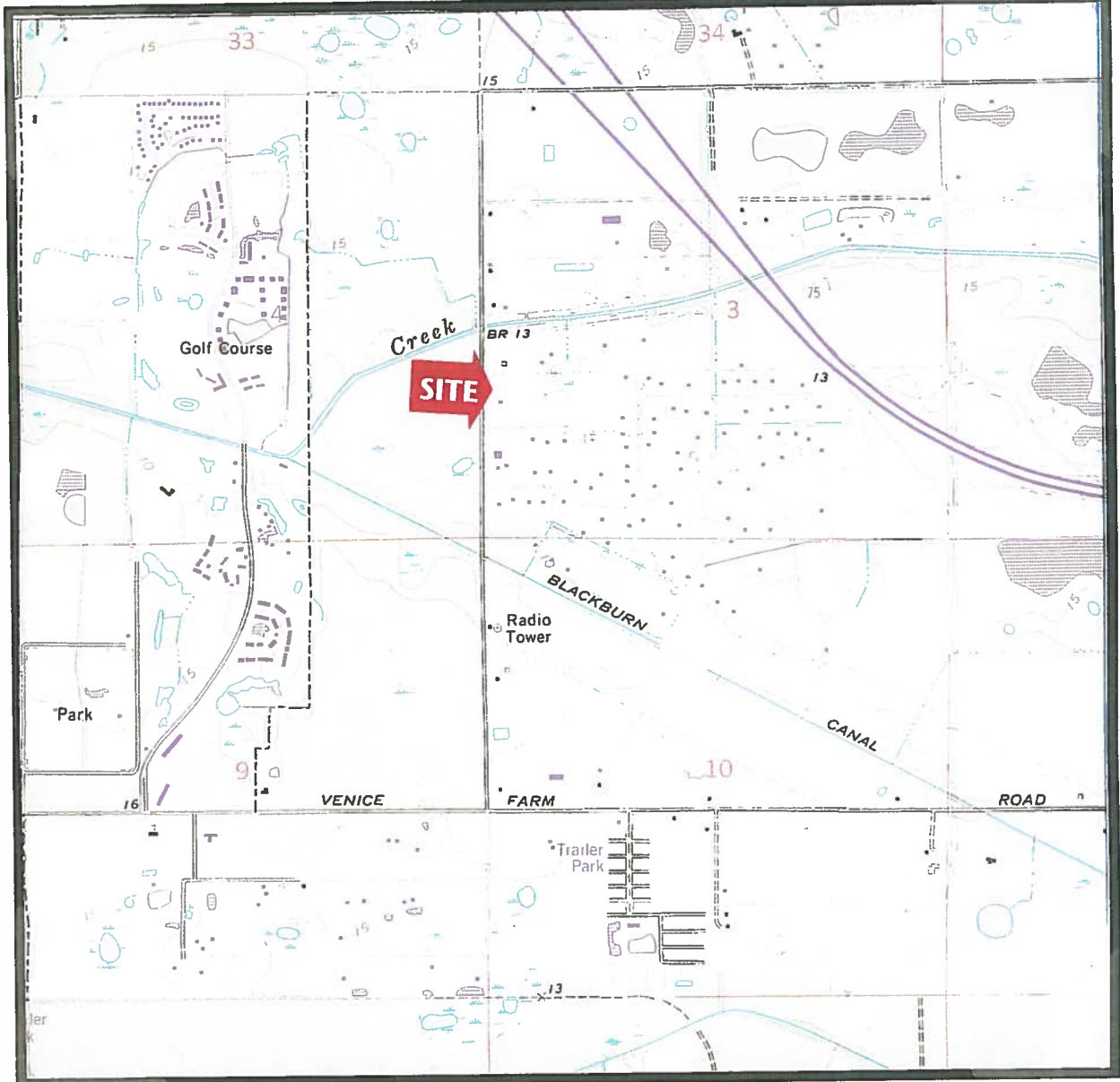
Third party reliance letters may be issued on request and payment of the, then current fee for such letters. All third parties relying on PSI's reports, by such reliance, agree to be bound by the proposal and PSI's General Conditions. No reliance by any party is permitted without such agreement, regardless of the content of the reliance letter itself.



**APPENDIX A - FIGURES**

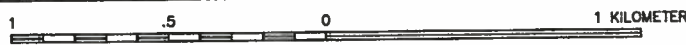
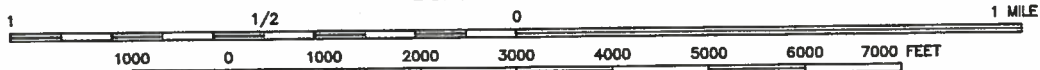




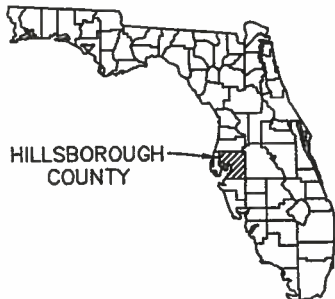


NOTE: THIS MAP TAKEN FROM USGS QUADRANGLE MAP

SCALE 1:24000



CONTOUR INTERVAL 5 FEET  
NATIONAL GEODETIC VERTICAL DATUM OF 1929



HILLSBOROUGH COUNTY

MAP NAME: "VENICE, FLORIDA"  
DATE: 1973(PHOTOREVISED 1987)  
TOWNSHIP: 39 SOUTH  
RANGE: 19 EAST  
SECTION: 3

5524g029f1



**USGS VICINITY MAP**  
PROPOSED SONIC DRIVE-IN  
2523 NORTH DALE MABRY HIGHWAY  
TAMPA, HILLSBOROUGH COUNTY, FLORIDA

CHKD. BY:	DRAWN BY: SBW	DATE: 3/25/04	SCALE: NOTED	REVISION:	PROJECT NO.: 552-4G029	FIGURE NO.: 1
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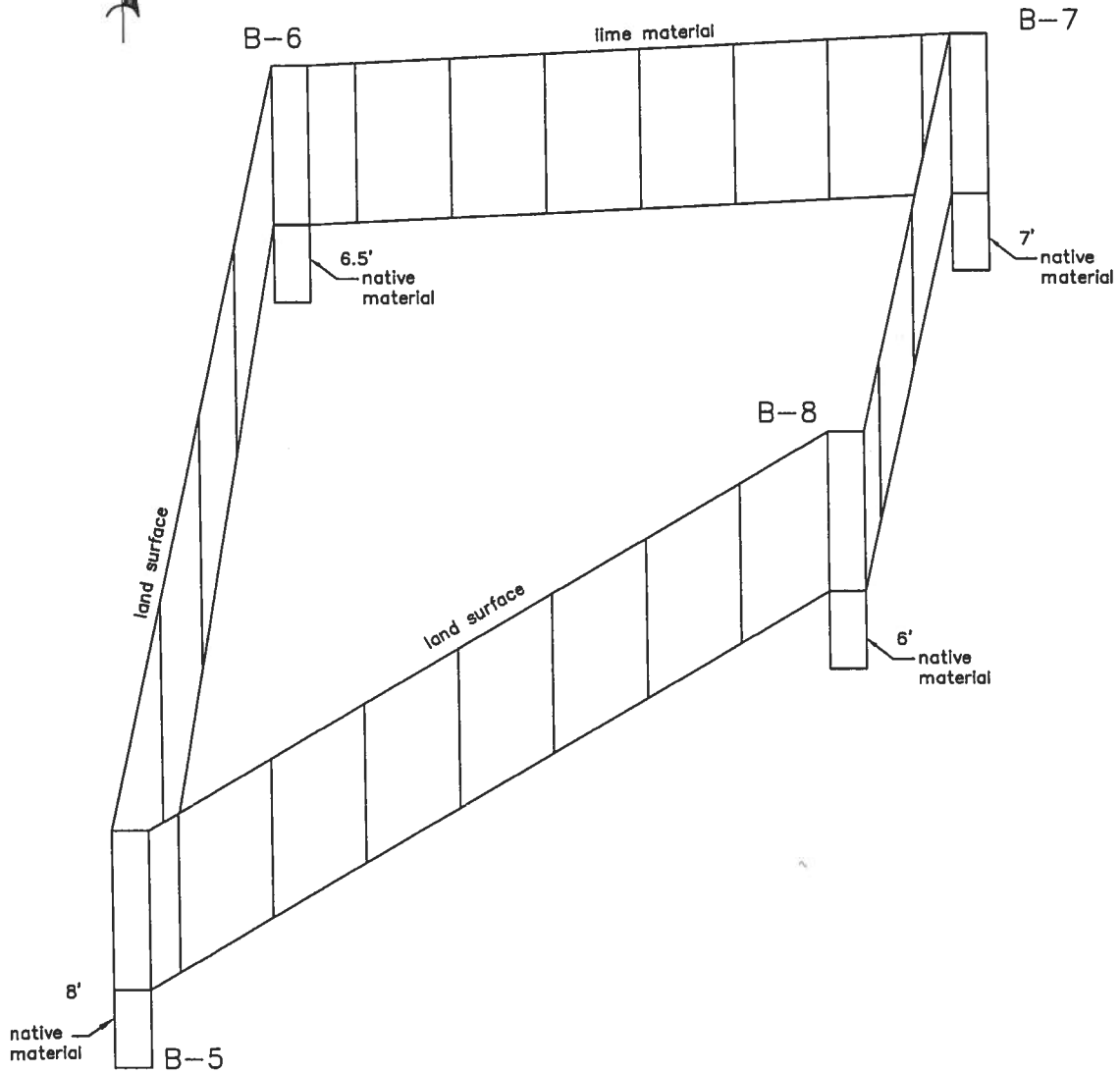
**LEGEND**  
 • Soil Boring Location

200 0 200 400 Feet



**LIME POND SOIL BORING LOCATION MAP**  
 CITY OF VENICE  
 EAST VENICE AVE AND PINEBROOK RD  
 Venice, Sarasota County, Florida

Source: LABINS UTM 1999 DOQQ  
 Created By: JLA Date: 3/24/04  
 Project No.: 552-4G029 Figure No.: 2

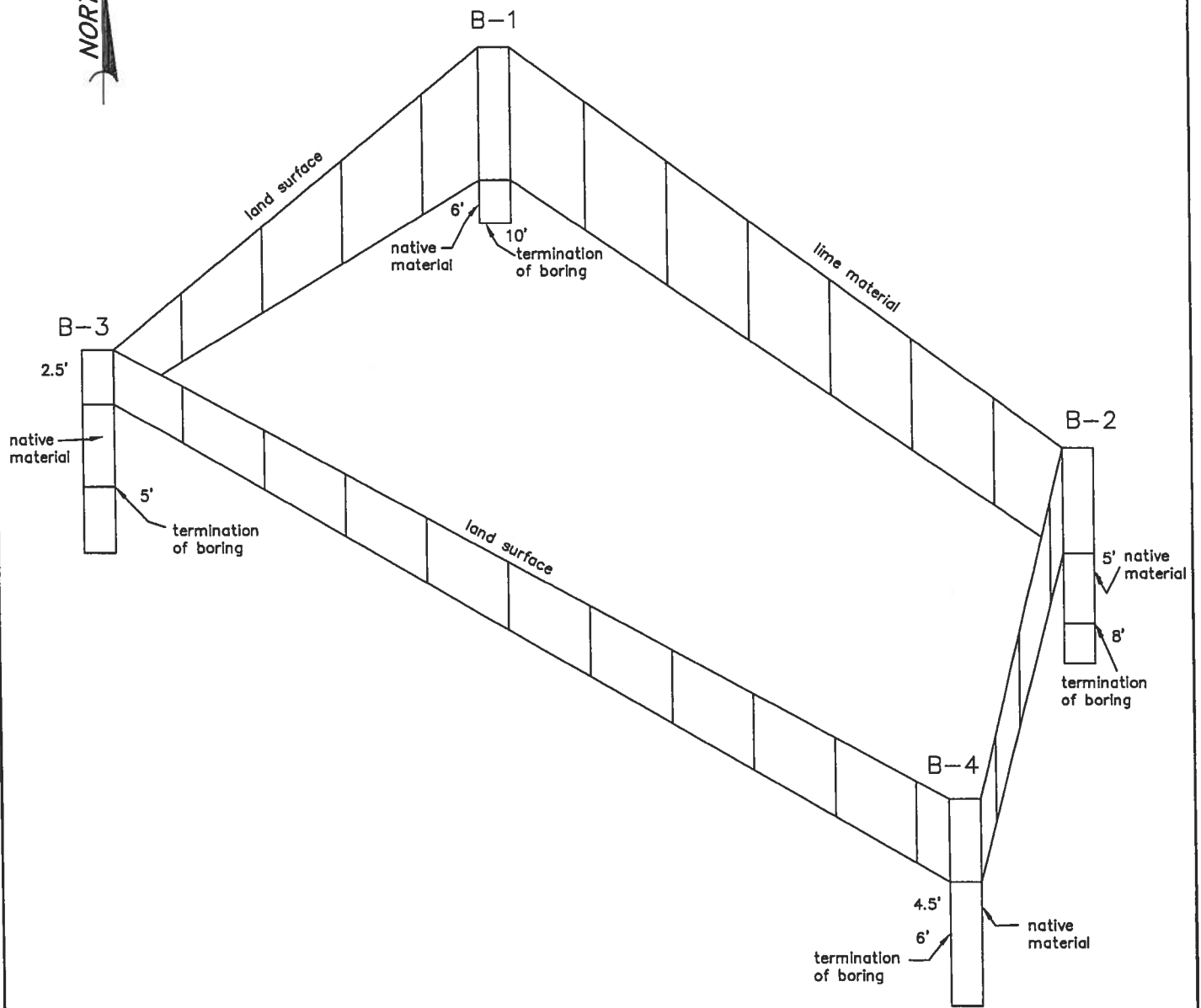


5524-4029F3

**PSI** Information  
To Build On  
Engineering • Consulting • Testing

### FORMER LIME PONDS

NORTH POND  
VENICE, SARASOTA COUNTY, FLORIDA



5524-029f4



**FORMER LIME PONDS**  
SOUTH POND  
VENICE, SARASOTA COUNTY, FLORIDA

CHKD. BY:	DRAWN BY: VAS	DATE: 3/25/04	SCALE: 50' = 1"	REVISION:	PROJECT NO.: 552-4G029	FIGURE NO.: 4
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**APPENDIX B - TABLE**

**TABLE 1: SOIL ANALYTICAL RESULTS**  
(detected analytes only)

Project: Two Former Lime Ponds  
 Location: Pinebrook Park, Venice, Sarasota County  
 PSI Project No. 552-4G029

Sample		Analyte, Method, Units, and Concentration												
ID	Date / Time	Dieldrin ug/kg dw	Methoxychlor ug/kg dw	Aroclor- 1254 ug/kg dw	Aluminum mg/kg dw	Arsenic mg/kg dw	Barium mg/kg dw	Chromium mg/kg dw	Mercury mg/kg dw	pH units	Methylene chloride ug/kg dw	Acetone ug/kg dw	bis (2- ethylhexyl) phthalate ug/kg dw	2-Methyl- naphthalene ug/kg dw
B-2A	03-11-2004 / 1130	<0.44	<0.94	<15	2,600	0.62 (l)	31	3.7	0.0069 (l)	9.4	<3.5	<9.0	94 (l)	110 (l)
B-3	03-11-2004 / 1220	2.3 (IP)	2.2 (IP)	76	7,400	0.73 (l)	40	32	0.0089 (l)	9.5	<3.3	<8.5	280 (l)	280 (l)
B-6	03-11-2004 / 1450	<0.77	<1.6	<26	2,300	<0.52	33	2.7 (l)	0.021 (l)	10.2	<4.2	57	430 (l)	<100
B-8	03-11-2004 / 1510	<0.46	<0.98	<16	3,500	1.2 (l)	41	3.1	0.0076 (l)	9.2	4.3 (l)	<8.0	<87	<62
Chapter 62-777, RDE		70	370,000	500*	72,000	0.8	110	210	3.4	**	16,000	780,000	76,000	80,000
Chapter 62-777, Leachability		4	160,000	17,000*	***	29	1,600	38	2.1	**	20	2,800	3,600,000	6,100

**NOTES:**

ug/kg = micrograms per kilogram

mg/kg = milligrams per kilogram

RDE = Residential Direct Exposure

l = the reported value is between the laboratory method detection limit and the laboratory practical quantitation limit

P = Identification of target analytes using GC methodology is based on retention time. Although two dissimilar GC columns confirmed the presence of the target analyte in the sample, relative percent difference is >40%. Thus, viewer discretion should be employed during data review and interpretation of results for this target compound.

\* standard is for total PCB's, which is a sum of all the Aroclor mixtures

\*\* no standard for this analyte, test is informational only

\*\*\* Derived using the Synthetic Precipitation Leaching Procedure (SPLP) to calculate site-specific value

**APPENDIX C - LITHOLOGIC LOGS**



# SOIL BORING LOG

		BORING NO: B-1	
DATE: 3/11/04	PROJECT NAME: Two Former Lime Ponds	PROJECT NO: 552-4G029	
BORING/PIT SITE LOCATION PLAN:  see Appendix A	SEC:	TWN:	RGE: LAT: LONG:
	DRILLING CO: PSI		
	DRILL CREW CHIEF: Mike Gribble		
	DRILLING METHOD: hand auger and drill rig		
	PIT DIMENSIONS:	LENGTH	WIDTH DEPTH
	GROUNDWATER LEVELS		
	DATE	ACTUAL TIME	DEPTH BLS

DEPTH	SAMPLE NO.	PEN. RATE/ BLOW COUNTS	DESCRIPTION	FID PID	USCS	REMARKS
1			unconsolidated lime material			
5						
10			very organic, fine-grained sand termination of boring			

PREPARED BY: Michael Bair



# SOIL BORING LOG

	BORING NO: B-2

DATE: 3/11/04	PROJECT NAME: Two Former Lime Ponds	PROJECT NO: 552-4G029
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BORING/PIT SITE LOCATION PLAN:  see Appendix A	SEC:      TWN:      RGE:      LAT:      LONG:				
	DRILLING CO: PSI				
	DRILL CREW CHIEF: Mike Gribble				
	DRILLING METHOD: hand auger and drill rig				
	PIT DIMENSIONS:		LENGTH	WIDTH	DEPTH
	GROUNDWATER LEVELS				
	DATE	ACTUAL TIME	DEPTH BLS		

DEPTH	SAMPLE NO.	PEN. RATE/ BLOW COUNTS	DESCRIPTION	FID PID	USCS	REMARKS
1			unconsolidated lime material			lab sample collected (0-1')
5			very organic, fine-grained sand			
10			termination of boring			

PREPARED BY: Michael Bair

# SOIL BORING LOG

		BORING NO: B-3	
DATE: 3/11/04	PROJECT NAME: Two Former Lime Ponds	PROJECT NO: 552-4G029	
BORING/PIT SITE LOCATION PLAN:  see Appendix A	SEC:      TWN:      RGE:      LAT:      LONG:		
	DRILLING CO: PSI		
	DRILL CREW CHIEF: Mike Gribble		
	DRILLING METHOD: hand auger and drill rig		
	PIT DIMENSIONS:      LENGTH      WIDTH      DEPTH		
	GROUNDWATER LEVELS		
	DATE	ACTUAL TIME	DEPTH BLS

DEPTH	SAMPLE NO.	PEN. RATE/ BLOW COUNTS	DESCRIPTION	FID PID	USCS	REMARKS
1			unconsolidated lime material			lab sample collected (2.5')
			very organic, fine-grained sand			
5			termination of boring			
10						

PREPARED BY: Michael Bair

# SOIL BORING LOG

		BORING NO: B-4
DATE: 3/11/04	PROJECT NAME: Two Former Lime Ponds	PROJECT NO: 552-4G029
BORING/PIT SITE LOCATION PLAN:  see Appendix A	SEC:      TWN:      RGE:      LAT:      LONG:	
	DRILLING CO: PSI	
	DRILL CREW CHIEF: Mike Gribble	
	DRILLING METHOD: hand auger and drill rig	
	PIT DIMENSIONS:	LENGTH      WIDTH      DEPTH
	GROUNDWATER LEVELS	
	DATE	ACTUAL TIME

DEPTH	SAMPLE NO.	PEN. RATE/ BLOW COUNTS	DESCRIPTION	FID PID	USCS	REMARKS
1			unconsolidated lime material			
5			very organic, fine-grained sand			
10			termination of boring			

PREPARED BY: Michael Bair

# SOIL BORING LOG

		BORING NO: B-5
DATE: 3/11/04	PROJECT NAME: Two Former Lime Ponds	PROJECT NO: 552-4G029
BORING/PIT SITE LOCATION PLAN:  see Appendix A	SEC:      TWN:      RGE:      LAT:      LONG:	
	DRILLING CO: PSI	
	DRILL CREW CHIEF: Mike Gribble	
	DRILLING METHOD: hand auger and drill rig	
	PIT DIMENSIONS:	LENGTH      WIDTH      DEPTH
	GROUNDWATER LEVELS	
	DATE	ACTUAL TIME

DEPTH	SAMPLE NO.	PEN. RATE/ BLOW COUNTS	DESCRIPTION	FID PID	USCS	REMARKS
1			unconsolidated lime material			
5						water table elevation
10			very organic, fine-grained sand termination of boring			

PREPARED BY: Michael Bair

# SOIL BORING LOG

	BORING NO: B-6
--	----------------

DATE: 3/11/04	PROJECT NAME: Two Former Lime Ponds	PROJECT NO: 552-4G029
---------------	-------------------------------------	-----------------------

BORING/PIT SITE LOCATION PLAN:  see Appendix A	SEC:      TWN:      RGE:      LAT:      LONG:			
	DRILLING CO: PSI			
	DRILL CREW CHIEF: Mike Gribble			
	DRILLING METHOD: hand auger and drill rig			
	PIT DIMENSIONS:	LENGTH	WIDTH	DEPTH
	GROUNDWATER LEVELS			
	DATE	ACTUAL TIME	DEPTH BLS	

DEPTH	SAMPLE NO.	PEN. RATE/ BLOW COUNTS	DESCRIPTION	FID PID	USCS	REMARKS
1			unconsolidated lime material			
5						
			very organic, fine-grained sand			lab sample collected
10			termination of boring			

PREPARED BY: Michael Bair

# SOIL BORING LOG

		BORING NO: B-7
DATE: 3/11/04	PROJECT NAME: Two Former Lime Ponds	PROJECT NO: 552-4G029
BORING/PIT SITE LOCATION PLAN:  see Appendix A	SEC:      TWN:      RGE:      LAT:      LONG:	
	DRILLING CO: PSI	
	DRILL CREW CHIEF: Mike Gribble	
	DRILLING METHOD: hand auger and drill rig	
	PIT DIMENSIONS:      LENGTH      WIDTH      DEPTH	
	GROUNDWATER LEVELS	
	DATE	ACTUAL TIME

DEPTH	SAMPLE NO.	PEN. RATE/ BLOW COUNTS	DESCRIPTION	FID PID	USCS	REMARKS
1			unconsolidated lime material			
5						
			very organic, fine-grained sand			
10			termination of boring			

PREPARED BY: Michael Bair

# SOIL BORING LOG

		BORING NO: B-8	
DATE: 3/11/04	PROJECT NAME: Two Former Lime Ponds	PROJECT NO: 552-4G029	
BORING/PIT SITE LOCATION PLAN:  see Appendix A	SEC:      TWN:      RGE:      LAT:      LONG:		
	DRILLING CO: PSI		
	DRILL CREW CHIEF: Mike Gribble		
	DRILLING METHOD: hand auger and drill rig		
	PIT DIMENSIONS:      LENGTH      WIDTH      DEPTH		
	GROUNDWATER LEVELS		
	DATE	ACTUAL TIME	DEPTH BLS

DEPTH	SAMPLE NO.	PEN. RATE/ BLOW COUNTS	DESCRIPTION	FID PID	USCS	REMARKS
1			unconsolidated lime material			lab sample collected (0-1')
5						
			very organic, fine-grained sand			
10			termination of boring			

PREPARED BY: Michael Bair

**APPENDIX D - LABORATORY ANALYTICAL REPORTS  
AND CHAIN-OF-CUSTODY DOCUMENTATION**





## Analytical Report

For: Mr. Michael Bair  
Professional Service Industries, Inc.  
5801 Benjamin Center Drive Suite 112  
Tampa, FL 33634

CC:

Order Number: B421112  
SDG Number:  
Client Project ID: 552-4G029  
Project: City of Venice  
Report Date: 03/24/2004  
Sampled By: Client  
Sample Received Date: 03/12/2004  
Requisition Number:  
Purchase Order:

By Robert A. Valder for:

Michael F. Valder, Project Manager  
mvalder@stl-inc.com

The test results in this report meet all NELAP requirements for parameters for which accreditation is required or available. Any exceptions to NELAP requirements are noted in this report. Pursuant to NELAP, this report may not be reproduced, except in full, without the written approval of the laboratory.

STL Tampa

6712 Benjamin Road, Suite 100 - Tampa FL 33634 Telephone:(813) 885-7427 Fax:(813) 885-7049

## Sample Summary

Order: B421112  
Date Received: 03/12/2004

Client: Professional Service Industries, Inc.  
Project: City of Venice

Client Sample ID	Lab Sample ID	Matrix	Date Sampled
B-2A	B421112*1	Solid	03/11/2004 11:30
B-3	B421112*2	Solid	03/11/2004 12:20
B-6	B421112*3	Solid	03/11/2004 14:50
B-8	B421112*4	Solid	03/11/2004 15:10

STL Tampa

6712 Benjamin Road, Suite 100 - Tampa FL 33634 Telephone:(813) 885-7427 Fax:(813) 885-7049

## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-1	B-2A	Solid	03/12/04	03/11/04 11:30	
21112-2	B-3	Solid	03/12/04	03/11/04 12:20	
21112-3	B-6	Solid	03/12/04	03/11/04 14:50	
21112-4	B-8	Solid	03/12/04	03/11/04 15:10	

## Lab Sample IDs

Parameter	Units	21112-1	21112-2	21112-3	21112-4
-----------	-------	---------	---------	---------	---------

## Volatiles by GC/MS (8260)

Benzene	ug/kg dw	4.2U	4.0U	5.0U	3.8U
Bromobenzene	ug/kg dw	3.0U	2.8U	3.6U	2.7U
Bromochloromethane	ug/kg dw	3.0U	2.8U	3.6U	2.7U
Bromodichloromethane	ug/kg dw	2.2U	2.1U	2.6U	2.0U
Bromoform	ug/kg dw	2.0U	1.9U	2.4U	1.8U
Bromomethane (Methyl bromide)	ug/kg dw	9.0U	8.5U	11U	8.0U
n-Butylbenzene	ug/kg dw	5.2U	5.0U	6.2U	4.7U
sec-Butylbenzene	ug/kg dw	6.0U	5.7U	7.1U	5.3U
tert-Butylbenzene	ug/kg dw	5.0U	4.7U	5.9U	4.4U
Carbon tetrachloride	ug/kg dw	4.8U	4.5U	5.6U	4.2U
Chlorobenzene	ug/kg dw	3.2U	3.1U	3.8U	2.9U
Chloroethane	ug/kg dw	5.5U	5.2U	6.5U	4.9U
Chloroform	ug/kg dw	4.2U	4.0U	5.0U	3.8U
Chloromethane	ug/kg dw	3.2U	3.1U	3.8U	2.9U
2-Chlorotoluene	ug/kg dw	2.5U	2.4U	3.0U	2.2U
4-Chlorotoluene	ug/kg dw	3.0U	2.8U	3.6U	2.7U
Dibromochloromethane	ug/kg dw	2.1U	2.0U	2.5U	1.9U
1,2-Dibromo-3-chloropropane	ug/kg dw	1.5U	1.4U	1.8U	1.4U
1,2-Dibromoethane (EDB)	ug/kg dw	2.2U	2.0U	2.5U	1.9U
Dibromomethane	ug/kg dw	2.3U	2.2U	2.8U	2.1U
1,2-Dichlorobenzene	ug/kg dw	2.8U	2.6U	3.3U	2.4U
1,3-Dichlorobenzene	ug/kg dw	3.2U	3.1U	3.8U	2.9U
1,4-Dichlorobenzene	ug/kg dw	3.5U	3.3U	4.2U	3.1U
Dichlorodifluoromethane	ug/kg dw	6.0U	5.7U	7.1U	5.3U
1,1-Dichloroethane	ug/kg dw	4.0U	3.8U	4.7U	3.6U
1,2-Dichloroethane	ug/kg dw	3.0U	2.8U	3.6U	2.7U
1,1-Dichloroethene	ug/kg dw	5.5U	5.2U	6.5U	4.9U

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-1	B-2A	Solid	03/12/04	03/11/04 11:30	
21112-2	B-3	Solid	03/12/04	03/11/04 12:20	
21112-3	B-6	Solid	03/12/04	03/11/04 14:50	
21112-4	B-8	Solid	03/12/04	03/11/04 15:10	

## Lab Sample IDs

Parameter	Units	21112-1	21112-2	21112-3	21112-4
-----------	-------	---------	---------	---------	---------

## Volatiles by GC/MS (8260)

cis-1,2-Dichloroethene	ug/kg dw	4.2U	4.0U	5.0U	3.8U
trans-1,2-Dichloroethene	ug/kg dw	4.8U	4.5U	5.6U	4.2U
1,2-Dichloropropane	ug/kg dw	3.5U	3.3U	4.2U	3.1U
1,3-Dichloropropane	ug/kg dw	4.0U	3.8U	4.7U	3.6U
2,2-Dichloropropane	ug/kg dw	5.0U	4.7U	5.9U	4.4U
1,1-Dichloropropylene	ug/kg dw	5.0U	4.7U	5.9U	4.4U
cis-1,3-Dichloropropene	ug/kg dw	2.5U	2.3U	2.9U	2.2U
trans-1,3-Dichloropropene	ug/kg dw	5.2U	5.0U	6.2U	4.7U
Ethylbenzene	ug/kg dw	5.0U	4.7U	5.9U	4.4U
Hexachlorobutadiene	ug/kg dw	3.5U	3.3U	4.2U	3.1U
Isopropylbenzene	ug/kg dw	9.5U	9.0U	11U	8.4U
p-Cymene	ug/kg dw	3.5U	3.3U	4.2U	3.1U
Methylene chloride (Dichloromethane)	ug/kg dw	3.5U	3.3U	4.2U	4.3I
Naphthalene	ug/kg dw	1.4U	1.3U	1.7U	1.3U
n-Propylbenzene	ug/kg dw	4.2U	4.0U	5.0U	3.8U
Styrene	ug/kg dw	4.5U	4.2U	5.3U	4.0U
1,1,1,2-Tetrachloroethane	ug/kg dw	3.2U	3.1U	3.8U	2.9U
1,1,2,2-Tetrachloroethane	ug/kg dw	2.5U	2.4U	3.0U	2.2U
Tetrachloroethene	ug/kg dw	7.5U	7.1U	8.9U	6.7U
Toluene	ug/kg dw	4.5U	4.2U	5.3U	4.0U
1,2,3-Trichlorobenzene	ug/kg dw	2.4U	2.3U	2.8U	2.1U
1,2,4-Trichlorobenzene	ug/kg dw	2.5U	2.4U	3.0U	2.2U
1,1,1-Trichloroethane	ug/kg dw	5.2U	5.0U	6.2U	4.7U
1,1,2-Trichloroethane	ug/kg dw	2.4U	2.3U	2.8U	2.1U
Trichloroethene	ug/kg dw	5.2U	5.0U	6.2U	4.7U
Trichlorofluoromethane	ug/kg dw	7.0U	6.6U	8.3U	6.2U

STL Tampa

6712 Benjamin Road, Suite 100 - Tampa FL 33634 Telephone:(813) 885-7427 Fax:(813) 885-7049

## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-1	B-2A	Solid	03/12/04	03/11/04 11:30	
21112-2	B-3	Solid	03/12/04	03/11/04 12:20	
21112-3	B-6	Solid	03/12/04	03/11/04 14:50	
21112-4	B-8	Solid	03/12/04	03/11/04 15:10	

Parameter	Units	Lab Sample IDs			
		21112-1	21112-2	21112-3	21112-4
Volatiles by GC/MS (8260)					
1,2,3-Trichloropropane	ug/kg dw	2.5U	2.4U	3.0U	2.2U
1,2,4-Trimethylbenzene	ug/kg dw	2.5U	2.4U	3.0U	2.2U
1,3,5-Trimethylbenzene	ug/kg dw	3.0U	2.8U	3.6U	2.7U
Vinyl chloride	ug/kg dw	3.8U	3.5U	4.4U	3.3U
o-Xylene	ug/kg dw	4.0U	3.8U	4.7U	3.6U
m&p-Xylene	ug/kg dw	7.5U	7.1U	8.9U	6.7U
Acetone	ug/kg dw	9.0U	8.5U	57	8.0U
2-Butanone (MEK)	ug/kg dw	8.2U	7.8U	9.8U	7.3U
4-Methyl-2-pentanone (MIBK)	ug/kg dw	12U	12U	14U	11U
Carbon disulfide	ug/kg dw	5.5U	5.2U	6.5U	4.9U
2-Hexanone	ug/kg dw	12U	11U	14U	11U
Methyl t-butyl ether (MTBE)	ug/kg dw	3.0U	2.8U	3.6U	2.7U
Surrogate - Toluene-d8 *	%	82 %	81 %	80 %	81 %
Surrogate -					
4-Bromofluorobenzene *	%	83 %	83 %	80 %	86 %
Surrogate -					
Dibromofluoromethane *	%	83 %	83 %	87 %	86 %
Percent Solids		54	50	31	52
Dilution Factor		1	1	1	1
Analysis Date		03/19/04	03/19/04	03/19/04	03/19/04
Batch ID		0319E(A)	0319E(A)	0319E(A)	0319E(A)

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-1	B-2A	Solid	03/12/04	03/11/04 11:30	
21112-2	B-3	Solid	03/12/04	03/11/04 12:20	
21112-3	B-6	Solid	03/12/04	03/11/04 14:50	
21112-4	B-8	Solid	03/12/04	03/11/04 15:10	

## Lab Sample IDs

Parameter	Units	21112-1	21112-2	21112-3	21112-4
Semivolatile Organics (8270)					
1,3-Dichlorobenzene	ug/kg dw	57U	62U	100U	60U
1,4-Dichlorobenzene	ug/kg dw	50U	54U	87U	52U
Hexachloroethane	ug/kg dw	44U	48U	77U	46U
bis(2-Chloroethyl)ether	ug/kg dw	48U	52U	84U	50U
1,2-Dichlorobenzene	ug/kg dw	44U	48U	77U	46U
2,2'-Oxybis(1-chloropropane) [b is(2-Chloroisopropyl)ether]	ug/kg dw	61U	66U	110U	64U
n-Nitrosodi-n-propylamine	ug/kg dw	59U	64U	100U	62U
Nitrobenzene	ug/kg dw	50U	54U	87U	52U
Hexachlorobutadiene	ug/kg dw	42U	46U	74U	44U
1,2,4-Trichlorobenzene	ug/kg dw	41U	44U	71U	42U
Isophorone	ug/kg dw	48U	52U	84U	50U
Naphthalene	ug/kg dw	140I	310I	80U	48U
bis(2-Chloroethoxy)methane	ug/kg dw	54U	58U	93U	56U
Hexachlorocyclopentadiene	ug/kg dw	94U	100U	160U	98U
2-Chloronaphthalene	ug/kg dw	44U	48U	77U	46U
Acenaphthylene	ug/kg dw	39U	42U	68U	40U
Acenaphthene	ug/kg dw	54U	58U	93U	56U
Dimethylphthalate	ug/kg dw	46U	50U	80U	48U
2,6-Dinitrotoluene	ug/kg dw	54U	58U	93U	56U
Fluorene	ug/kg dw	57U	62U	100U	60U
4-Chlorophenylphenyl ether	ug/kg dw	52U	56U	90U	54U
2,4-Dinitrotoluene	ug/kg dw	74U	80U	130U	77U
Diethylphthalate	ug/kg dw	59U	64U	100U	62U
N-Nitrosodiphenylamine	ug/kg dw	46U	50U	80U	48U
Hexachlorobenzene	ug/kg dw	83U	90U	140U	87U
4-Bromophenylphenyl ether	ug/kg dw	44U	48U	77U	46U

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-1	B-2A	Solid	03/12/04	03/11/04 11:30	
21112-2	B-3	Solid	03/12/04	03/11/04 12:20	
21112-3	B-6	Solid	03/12/04	03/11/04 14:50	
21112-4	B-8	Solid	03/12/04	03/11/04 15:10	

Parameter	Units	Lab Sample IDs			
		21112-1	21112-2	21112-3	21112-4
Semivolatile Organics (8270)					
Phenanthrene	ug/kg dw	31U	34U	55U	33U
Anthracene	ug/kg dw	39U	42U	68U	40U
Di-n-butylphthalate	ug/kg dw	52U	56U	90U	54U
Fluoranthene	ug/kg dw	57U	62U	100U	60U
Pyrene	ug/kg dw	120U	120U	200U	120U
Butylbenzylphthalate	ug/kg dw	78U	84U	140U	81U
bis(2-Ethylhexyl)phthalate	ug/kg dw	94I	280I	430I	87U
Chrysene	ug/kg dw	39U	42U	68U	40U
Benzo(a)anthracene	ug/kg dw	37U	40U	64U	38U
3,3'-Dichlorobenzidine	ug/kg dw	280U	300U	480U	290U
Di-n-octylphthalate	ug/kg dw	100U	110U	170U	100U
Benzo(b)fluoranthene	ug/kg dw	42U	46U	74U	44U
Benzo(k)fluoranthene	ug/kg dw	48U	52U	84U	50U
Benzo(a)pyrene	ug/kg dw	54U	58U	93U	56U
Indeno(1,2,3-cd)pyrene	ug/kg dw	120U	130U	220U	130U
Dibenzo(a,h)anthracene	ug/kg dw	96U	100U	170U	100U
Benzo(g,h,i)perylene	ug/kg dw	48U	52U	84U	50U
N-Nitrosodimethylamine	ug/kg dw	91U	98U	160U	94U
2-Chlorophenol	ug/kg dw	59U	64U	100U	62U
2-Nitrophenol	ug/kg dw	35U	38U	61U	36U
Phenol	ug/kg dw	78U	84U	140U	81U
2,4-Dimethylphenol	ug/kg dw	52U	56U	90U	54U
2,4-Dichlorophenol	ug/kg dw	57U	62U	100U	60U
2,4,6-Trichlorophenol	ug/kg dw	37U	40U	64U	38U
4-Chloro-3-methylphenol	ug/kg dw	91U	98U	160U	94U
2,4-Dinitrophenol	ug/kg dw	280U	300U	480U	290U
2-Methyl-4,6-dinitrophenol	ug/kg dw	370U	400U	640U	380U

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-1	B-2A	Solid	03/12/04	03/11/04 11:30	
21112-2	B-3	Solid	03/12/04	03/11/04 12:20	
21112-3	B-6	Solid	03/12/04	03/11/04 14:50	
21112-4	B-8	Solid	03/12/04	03/11/04 15:10	

## Lab Sample IDs

Parameter	Units	21112-1	21112-2	21112-3	21112-4
Semivolatile Organics (8270)					
Pentachlorophenol	ug/kg dw	330U	360U	580U	350U
4-Nitrophenol	ug/kg dw	300U	320U	520U	310U
Benzyl alcohol	ug/kg dw	56U	60U	97U	58U
2-Methylphenol (o-Cresol)	ug/kg dw	59U	64U	100U	62U
3-Methylphenol/4-Methylphenol (m&p-Cresol)	ug/kg dw	78U	84U	140U	81U
Benzoic acid	ug/kg dw	110U	120U	200U	120U
4-Chloroaniline	ug/kg dw	68U	74U	120U	71U
2-Methylnaphthalene	ug/kg dw	110I	280I	100U	62U
2,4,5-Trichlorophenol	ug/kg dw	54U	58U	93U	56U
2-Nitroaniline	ug/kg dw	78U	84U	140U	81U
3-Nitroaniline	ug/kg dw	59U	64U	100U	62U
Dibenzofuran	ug/kg dw	56U	60U	97U	58U
4-Nitroaniline	ug/kg dw	78U	84U	140U	81U
Surrogate - 2-Fluorophenol *	%	90 %	88 %	66 %	75 %
Surrogate - Phenol-d5 *	%	95 %	97 %	77 %	80 %
Surrogate - Nitrobenzene - d5 *	%	97 %	97 %	72 %	78 %
Surrogate - 2-Fluorobiphenyl *	%	97 %	97 %	68 %	81 %
Surrogate - 2,4,6-Tribromophenol *	%	90 %	100 %	63 %	83 %
Surrogate - Terphenyl-d14 *	%	110 %	118 %	87 %	94 %
Percent Solids		54	50	31	52
Dilution Factor		1	1	1	1
Prep Date		03/17/04	03/17/04	03/17/04	03/17/04
Analysis Date		03/18/04	03/18/04	03/18/04	03/18/04
Batch ID		0317H	0317H	0317H	0317H



Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-1	B-2A	Solid	03/12/04	03/11/04 11:30	
21112-2	B-3	Solid	03/12/04	03/11/04 12:20	
21112-3	B-6	Solid	03/12/04	03/11/04 14:50	
21112-4	B-8	Solid	03/12/04	03/11/04 15:10	

Parameter	Units	Lab Sample IDs			
		21112-1	21112-2	21112-3	21112-4
Cl-Pesticides (8081)					
Aldrin	ug/kg dw	0.28U	0.30U	0.48U	0.29U
alpha-BHC	ug/kg dw	0.24U	0.26U	0.42U	0.25U
beta-BHC	ug/kg dw	1.1U	1.2U	2.0U	1.2U
gamma-BHC (Lindane)	ug/kg dw	1.0U	1.1U	1.8U	1.1U
delta-BHC	ug/kg dw	0.15U	0.17U	0.27U	0.16U
Chlordane (technical)	ug/kg dw	6.3U	6.8U	11U	6.5U
4,4'-DDD	ug/kg dw	0.65U	0.70U	1.1U	0.67U
4,4'-DDE	ug/kg dw	0.44U	0.48U	0.77U	0.46U
4,4'-DDT	ug/kg dw	0.65U	0.70U	1.1U	0.67U
Dieldrin	ug/kg dw	0.44U	2.3IP	0.77U	0.46U
Endosulfan I	ug/kg dw	0.26U	0.28U	0.45U	0.27U
Endosulfan II	ug/kg dw	0.80U	0.86U	1.4U	0.83U
Endosulfan sulfate	ug/kg dw	0.81U	0.88U	1.4U	0.85U
Endrin	ug/kg dw	0.78U	0.84U	1.4U	0.81U
Endrin aldehyde	ug/kg dw	0.44U	0.48U	0.77U	0.46U
Heptachlor	ug/kg dw	0.37U	0.40U	0.64U	0.38U
Heptachlor epoxide	ug/kg dw	0.22U	0.24U	0.39U	0.23U
Methoxychlor	ug/kg dw	0.94U	2.2IP	1.6U	0.98U
Toxaphene	ug/kg dw	61U	66U	110U	64U
Surrogate -					
2,4,5,6-Tetrachloro-m-xylene (TCMX) *	%	41 %	54 %	48 %	48 %
Surrogate -					
Decachlorobiphenyl (DCB) *	%	58 %	68 %	62 %	62 %
Percent Solids		54	50	31	52
Dilution Factor		1	1	1	1
Prep Date		03/15/04	03/15/04	03/15/04	03/15/04
Analysis Date		03/16/04	03/16/04	03/16/04	03/16/04
Batch ID		0315I	0315I	0315I	0315I

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-1	B-2A	Solid	03/12/04	03/11/04 11:30	
21112-2	B-3	Solid	03/12/04	03/11/04 12:20	
21112-3	B-6	Solid	03/12/04	03/11/04 14:50	
21112-4	B-8	Solid	03/12/04	03/11/04 15:10	

Parameter	Units	Lab Sample IDs			
		21112-1	21112-2	21112-3	21112-4
PCB's (8082)					
Aroclor-1016	ug/kg dw	10U	11U	18U	11U
Aroclor-1221	ug/kg dw	14U	15U	24U	15U
Aroclor-1232	ug/kg dw	6.5U	7.0U	11U	6.7U
Aroclor-1242	ug/kg dw	12U	13U	21U	12U
Aroclor-1248	ug/kg dw	11U	12U	19U	11U
Aroclor-1254	ug/kg dw	15U	76	26U	16U
Aroclor-1260	ug/kg dw	15U	16U	26U	15U
Surrogate - TCX *	%	38 %	52 %	46 %	45 %
Surrogate - DCB *	%	45 %	52 %	48 %	48 %
Percent Solids		54	50	31	52
Dilution Factor		1	1	1	1
Prep Date		03/15/04	03/15/04	03/15/04	03/15/04
Analysis Date		03/16/04	03/16/04	03/16/04	03/16/04
Batch ID		0315I	0315I	0315I	0315I

## Organophosphorus Pesticides (8141)

Azinphos methyl	ug/kg dw	13U	14U	23U	13U
BoIstar (Sulprofos)	ug/kg dw	10U	11U	18U	10U
Chlorpyrifos	ug/kg dw	8.0U	8.6U	14U	8.2U
Coumaphos	ug/kg dw	16U	17U	27U	16U
Demeton	ug/kg dw	8.9U	9.6U	16U	9.2U
Diazinon	ug/kg dw	13U	14U	23U	13U
Dichlorvos	ug/kg dw	2.4U	2.6U	4.2U	2.5U
Dimethoate	ug/kg dw	28U	30U	48U	29U
Disulfoton	ug/kg dw	4.8U	5.2U	8.4U	5.0U
EPN	ug/kg dw	20U	22U	36U	21U

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Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-1	B-2A	Solid	03/12/04	03/11/04 11:30	
21112-2	B-3	Solid	03/12/04	03/11/04 12:20	
21112-3	B-6	Solid	03/12/04	03/11/04 14:50	
21112-4	B-8	Solid	03/12/04	03/11/04 15:10	

Parameter	Units	Lab Sample IDs			
		21112-1	21112-2	21112-3	21112-4
Organophosphorus Pesticides (8141)					
Ethoprop	ug/kg dw	18U	19U	31U	19U
Fensulfothion	ug/kg dw	12U	13U	20U	12U
Fenthion	ug/kg dw	4.4U	4.8U	7.8U	4.6U
Malathion	ug/kg dw	14U	15U	24U	14U
Merphos	ug/kg dw	18U	20U	32U	19U
Mevinphos	ug/kg dw	7.0U	7.6U	12U	7.3U
Monocrotophos	ug/kg dw	240U	260U	420U	250U
Naled	ug/kg dw	13U	14U	22U	13U
Ethyl Parathion	ug/kg dw	12U	14U	22U	13U
Methyl parathion	ug/kg dw	7.8U	8.4U	14U	8.1U
Phorate	ug/kg dw	4.4U	4.8U	7.8U	4.6U
Ronnel	ug/kg dw	7.4U	8.0U	13U	7.7U
Sulfotepp (Tetraethyl dithiopyrophosphate)	ug/kg dw	14U	15U	25U	15U
Stirophos (Tetrachlorvinphos)	ug/kg dw	10U	11U	17U	10U
Tokuthion (Prothiofos)	ug/kg dw	17U	18U	29U	17U
Trichloronate	ug/kg dw	6.7U	7.2U	12U	6.9U
Surrogate - Triphenylphosphate *	%	52 %	93 %	85 %	89 %
Percent Solids		54	50	31	52
Dilution Factor		1	1	1	1
Prep Date		03/16/04	03/16/04	03/16/04	03/16/04
Analysis Date		03/23/04	03/23/04	03/23/04	03/23/04
Batch ID		0316I	0316I	0316I	0316I

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-1	B-2A	Solid	03/12/04	03/11/04 11:30	
21112-2	B-3	Solid	03/12/04	03/11/04 12:20	
21112-3	B-6	Solid	03/12/04	03/11/04 14:50	
21112-4	B-8	Solid	03/12/04	03/11/04 15:10	

Parameter	Units	Lab Sample IDs			
		21112-1	21112-2	21112-3	21112-4
Chlorinated Herbicides (8151)					
2,4-D	ug/kg dw	3.0U	3.2U	5.2U	3.1U
2,4-DB	ug/kg dw	12U	13U	21U	12U
2,4,5-T	ug/kg dw	1.9U	2.0U	3.2U	1.9U
2,4,5-TP Silvex	ug/kg dw	1.7U	1.8U	2.9U	1.7U
Dalapon	ug/kg dw	43U	46U	74U	44U
Dicamba	ug/kg dw	2.2U	2.4U	3.9U	2.3U
Dichlorprop	ug/kg dw	5.0U	5.4U	8.7U	5.2U
Dinoseb	ug/kg dw	15U	17U	27U	16U
(4-Chloro-2-Methylphenoxy)-Acetic Acid	ug/kg dw	1400U	1500U	2400U	1400U
2-(4-Chloro-2-Methylphenoxy)-Propanoic Acid	ug/kg dw	740U	800U	1300U	770U
Pentachlorophenol	ug/kg dw	1.8U	1.9U	3.1U	1.8U
Picloram	ug/kg dw	2.2U	2.4U	3.9U	2.3U
Surrogate-DCAA *	%	38 %	38 %	34 %	34 %
Percent Solids		54	50	31	52
Dilution Factor		1	1	1	1
Prep Date		03/22/04	03/22/04	03/22/04	03/22/04
Analysis Date		03/23/04	03/23/04	03/23/04	03/23/04
Batch ID		0322K	0322K	0322K	0322K

## Metals (6010)

Arsenic	mg/kg dw	0.62I	0.73I	0.52U	1.2I
Barium	mg/kg dw	31	40	33	41
Cadmium	mg/kg dw	0.16U	0.17U	0.28U	0.17U
Chromium	mg/kg dw	3.7	32	2.7I	3.1

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-1	B-2A	Solid	03/12/04	03/11/04 11:30	
21112-2	B-3	Solid	03/12/04	03/11/04 12:20	
21112-3	B-6	Solid	03/12/04	03/11/04 14:50	
21112-4	B-8	Solid	03/12/04	03/11/04 15:10	

Parameter	Units	Lab Sample IDs			
		21112-1	21112-2	21112-3	21112-4
Metals (6010)					
Lead	mg/kg dw	0.78U	0.84U	1.4U	0.81U
Selenium	mg/kg dw	0.80U	0.86U	1.4U	0.83U
Silver	mg/kg dw	0.35U	0.38U	0.61U	0.37U
Percent Solids		54	50	31	52
Dilution Factor		1	1	1	1
Prep Date		03/15/04	03/15/04	03/15/04	03/15/04
Analysis Date		03/16/04	03/16/04	03/16/04	03/16/04
Batch ID		40315B	40315B	40315B	40315B
Mercury (7471)					
Mercury	mg/kg dw	0.0069I	0.0089I	0.021I	0.0076I
Percent Solids		54	50	31	52
Dilution Factor		1	1	1	1
Prep Date		03/15/04	03/15/04	03/15/04	03/15/04
Analysis Date		03/15/04	03/15/04	03/15/04	03/15/04
Batch ID		40315R	40315R	40315R	40315R
pH (9045)					
pH	units	9.4	9.5	10.2	9.2
Percent Solids		54	50	31	52
Dilution Factor		1	1	1	1
Analysis Date		03/13/04	03/13/04	03/13/04	03/13/04
Batch ID		0313A	0313A	0313A	0313A

Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-5	Method Blank	Solid	03/12/04		

Parameter	Units	Lab Sample IDs	
		21112-5	

Volatiles by GC/MS (8260)

Benzene	ug/kg dw	1.7U
Bromobenzene	ug/kg dw	1.2U
Bromochloromethane	ug/kg dw	1.2U
Bromodichloromethane	ug/kg dw	0.88U
Bromoform	ug/kg dw	0.82U
Bromomethane (Methyl bromide)	ug/kg dw	3.6U
n-Butylbenzene	ug/kg dw	2.1U
sec-Butylbenzene	ug/kg dw	2.4U
tert-Butylbenzene	ug/kg dw	2.0U
Carbon tetrachloride	ug/kg dw	1.9U
Chlorobenzene	ug/kg dw	1.3U
Chloroethane	ug/kg dw	2.2U
Chloroform	ug/kg dw	1.7U
Chloromethane	ug/kg dw	1.3U
2-Chlorotoluene	ug/kg dw	1.0U
4-Chlorotoluene	ug/kg dw	1.2U
Dibromochloromethane	ug/kg dw	0.84U
1,2-Dibromo-3-chloropropane	ug/kg dw	0.61U
1,2-Dibromoethane (EDB)	ug/kg dw	0.86U
Dibromomethane	ug/kg dw	0.93U
1,2-Dichlorobenzene	ug/kg dw	1.1U
1,3-Dichlorobenzene	ug/kg dw	1.3U
1,4-Dichlorobenzene	ug/kg dw	1.4U
Dichlorodifluoromethane	ug/kg dw	2.4U
1,1-Dichloroethane	ug/kg dw	1.6U
1,2-Dichloroethane	ug/kg dw	1.2U
1,1-Dichloroethene	ug/kg dw	2.2U
cis-1,2-Dichloroethene	ug/kg dw	1.7U
trans-1,2-Dichloroethene	ug/kg dw	1.9U
1,2-Dichloropropane	ug/kg dw	1.4U

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-5	Method Blank	Solid	03/12/04		

Parameter	Units	Lab Sample IDs
		21112-5

## Volatiles by GC/MS (8260)

1,3-Dichloropropane	ug/kg dw	1.6U
2,2-Dichloropropane	ug/kg dw	2.0U
1,1-Dichloropropylene	ug/kg dw	2.0U
cis-1,3-Dichloropropene	ug/kg dw	0.99U
trans-1,3-Dichloropropene	ug/kg dw	2.1U
Ethylbenzene	ug/kg dw	2.0U
Hexachlorobutadiene	ug/kg dw	1.4U
Isopropylbenzene	ug/kg dw	3.8U
p-Cymene	ug/kg dw	1.4U
Methylene chloride (Dichloromethane)	ug/kg dw	1.4U
Naphthalene	ug/kg dw	0.57U
n-Propylbenzene	ug/kg dw	1.7U
Styrene	ug/kg dw	1.8U
1,1,1,2-Tetrachloroethane	ug/kg dw	1.3U
1,1,2,2-Tetrachloroethane	ug/kg dw	1.0U
Tetrachloroethene	ug/kg dw	3.0U
Toluene	ug/kg dw	1.8U
1,2,3-Trichlorobenzene	ug/kg dw	0.96U
1,2,4-Trichlorobenzene	ug/kg dw	1.0U
1,1,1-Trichloroethane	ug/kg dw	2.1U
1,1,2-Trichloroethane	ug/kg dw	0.96U
Trichloroethene	ug/kg dw	2.1U
Trichlorofluoromethane	ug/kg dw	2.8U
1,2,3-Trichloropropane	ug/kg dw	1.0U
1,2,4-Trimethylbenzene	ug/kg dw	1.0U
1,3,5-Trimethylbenzene	ug/kg dw	1.2U
Vinyl chloride	ug/kg dw	1.5U
o-Xylene	ug/kg dw	1.6U
m&p-Xylene	ug/kg dw	3.0U

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-5	Method Blank	Solid	03/12/04		

Parameter	Units	Lab Sample IDs
		21112-5

## Volatiles by GC/MS (8260)

Acetone	ug/kg dw	3.6U
2-Butanone (MEK)	ug/kg dw	3.3U
4-Methyl-2-pentanone (MIBK)	ug/kg dw	4.9U
Carbon disulfide	ug/kg dw	2.2U
2-Hexanone	ug/kg dw	4.8U
Methyl t-butyl ether (MTBE)	ug/kg dw	1.2U
Surrogate - Toluene-d8 *	%	84 %
Surrogate -		
4-Bromofluorobenzene *	%	88 %
Surrogate -		
Dibromofluoromethane *	%	82 %
Dilution Factor		1
Analysis Date		03/19/04
Batch ID		0319E(A)

## Semivolatile Organics (8270)

1,3-Dichlorobenzene	ug/kg dw	31U
1,4-Dichlorobenzene	ug/kg dw	27U
Hexachloroethane	ug/kg dw	24U
bis(2-Chloroethyl)ether	ug/kg dw	26U
1,2-Dichlorobenzene	ug/kg dw	24U
2,2'-Oxybis(1-chloropropane) [b		
is(2-Chloroisopropyl)ether]	ug/kg dw	33U
n-Nitrosodi-n-propylamine	ug/kg dw	32U
Nitrobenzene	ug/kg dw	27U
Hexachlorobutadiene	ug/kg dw	23U
1,2,4-Trichlorobenzene	ug/kg dw	22U
Isophorone	ug/kg dw	26U
Naphthalene	ug/kg dw	25U



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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-5	Method Blank	Solid	03/12/04		

## Lab Sample IDs

Parameter	Units	21112-5
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## Semivolatile Organics (8270)

bis(2-Chloroethoxy)methane	ug/kg dw	29U
Hexachlorocyclopentadiene	ug/kg dw	51U
2-Chloronaphthalene	ug/kg dw	24U
Acenaphthylene	ug/kg dw	21U
Acenaphthene	ug/kg dw	29U
Dimethylphthalate	ug/kg dw	25U
2,6-Dinitrotoluene	ug/kg dw	29U
Fluorene	ug/kg dw	31U
4-Chlorophenylphenyl ether	ug/kg dw	28U
2,4-Dinitrotoluene	ug/kg dw	40U
Diethylphthalate	ug/kg dw	32U
N-Nitrosodiphenylamine	ug/kg dw	25U
Hexachlorobenzene	ug/kg dw	45U
4-Bromophenylphenyl ether	ug/kg dw	24U
Phenanthrene	ug/kg dw	17U
Anthracene	ug/kg dw	21U
Di-n-butylphthalate	ug/kg dw	28U
Fluoranthene	ug/kg dw	31U
Pyrene	ug/kg dw	63U
Butylbenzylphthalate	ug/kg dw	42U
bis(2-Ethylhexyl)phthalate	ug/kg dw	45U
Chrysene	ug/kg dw	21U
Benzo(a)anthracene	ug/kg dw	20U
3,3'-Dichlorobenzidine	ug/kg dw	150U
Di-n-octylphthalate	ug/kg dw	54U
Benzo(b)fluoranthene	ug/kg dw	23U
Benzo(k)fluoranthene	ug/kg dw	26U
Benzo(a)pyrene	ug/kg dw	29U
Indeno(1,2,3-cd)pyrene	ug/kg dw	67U
Dibenzo(a,h)anthracene	ug/kg dw	52U

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-5	Method Blank	Solid	03/12/04		

Parameter	Units	Lab Sample IDs
		21112-5

## Semivolatile Organics (8270)

Benzo(g,h,i)perylene	ug/kg dw	26U
N-Nitrosodimethylamine	ug/kg dw	49U
2-Chlorophenol	ug/kg dw	32U
2-Nitrophenol	ug/kg dw	19U
Phenol	ug/kg dw	42U
2,4-Dimethylphenol	ug/kg dw	28U
2,4-Dichlorophenol	ug/kg dw	31U
2,4,6-Trichlorophenol	ug/kg dw	20U
4-Chloro-3-methylphenol	ug/kg dw	49U
2,4-Dinitrophenol	ug/kg dw	150U
2-Methyl-4,6-dinitrophenol	ug/kg dw	200U
Pentachlorophenol	ug/kg dw	180U
4-Nitrophenol	ug/kg dw	160U
Benzyl alcohol	ug/kg dw	30U
2-Methylphenol (o-Cresol)	ug/kg dw	32U
3-Methylphenol/4-Methylphenol (m&p-Cresol)	ug/kg dw	42U
Benzoic acid	ug/kg dw	61U
4-Chloroaniline	ug/kg dw	37U
2-Methylnaphthalene	ug/kg dw	32U
2,4,5-Trichlorophenol	ug/kg dw	29U
2-Nitroaniline	ug/kg dw	42U
3-Nitroaniline	ug/kg dw	32U
Dibenzofuran	ug/kg dw	30U
4-Nitroaniline	ug/kg dw	42U
Surrogate - 2-Fluorophenol *	%	85 %
Surrogate - Phenol-d5 *	%	94 %
Surrogate - Nitrobenzene - d5 *	%	76 %
Surrogate - 2-Fluorobiphenyl *	%	94 %

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-5	Method Blank	Solid	03/12/04		

Parameter	Units	Lab Sample IDs
		21112-5

## Semivolatile Organics (8270)

Surrogate -		
2,4,6-Tribromophenol *	%	97 %
Surrogate - Terphenyl-d14 *	%	106 %
Dilution Factor		1
Prep Date		03/17/04
Analysis Date		03/18/04
Batch ID		0317H

## Cl-Pesticides (8081)

Aldrin	ug/kg dw	0.15U
alpha-BHC	ug/kg dw	0.13U
beta-BHC	ug/kg dw	0.62U
gamma-BHC (Lindane)	ug/kg dw	0.57U
delta-BHC	ug/kg dw	0.083U
Chlordane (technical)	ug/kg dw	3.4U
4,4'-DDD	ug/kg dw	0.35U
4,4'-DDE	ug/kg dw	0.24U
4,4'-DDT	ug/kg dw	0.35U
Dieldrin	ug/kg dw	0.24U
Endosulfan I	ug/kg dw	0.14U
Endosulfan II	ug/kg dw	0.43U
Endosulfan sulfate	ug/kg dw	0.44U
Endrin	ug/kg dw	0.42U
Endrin aldehyde	ug/kg dw	0.24U
Heptachlor	ug/kg dw	0.20U
Heptachlor epoxide	ug/kg dw	0.12U
Methoxychlor	ug/kg dw	0.51U
Toxaphene	ug/kg dw	33U
Surrogate -		
2,4,5,6-Tetrachloro-m-xylene (TCMX) *	%	48 %

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-5	Method Blank	Solid	03/12/04		

Parameter	Units	Lab Sample IDs
		21112-5

## Cl-Pesticides (8081)

Surrogate -		
Decachlorobiphenyl (DCB) *	%	57 %
Dilution Factor		1
Prep Date		03/15/04
Analysis Date		03/16/04
Batch ID		0315I

## PCB's (8082)

Aroclor-1016	ug/kg dw	5.7U
Aroclor-1221	ug/kg dw	7.6U
Aroclor-1232	ug/kg dw	3.5U
Aroclor-1242	ug/kg dw	6.5U
Aroclor-1248	ug/kg dw	5.9U
Aroclor-1254	ug/kg dw	8.2U
Aroclor-1260	ug/kg dw	8.0U
Surrogate - TCX *	%	54 %
Surrogate - DCB *	%	57 %
Dilution Factor		1
Prep Date		03/15/04
Analysis Date		03/16/04
Batch ID		0315I

## Organophosphorus Pesticides (8141)

Azinphos methyl	ug/kg dw	7.0U
Bolstar (Sulprofos)	ug/kg dw	5.5U
Chlorpyrifos	ug/kg dw	4.3U
Coumaphos	ug/kg dw	8.5U
Demeton	ug/kg dw	4.8U

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-5	Method Blank	Solid	03/12/04		

Parameter	Units	Lab Sample IDs
		21112-5

## Organophosphorus Pesticides (8141)

Diazinon	ug/kg dw	7.0U
Dichlorvos	ug/kg dw	1.3U
Dimethoate	ug/kg dw	15U
Disulfoton	ug/kg dw	2.6U
EPN	ug/kg dw	11U
Ethoprop	ug/kg dw	9.7U
Fensulfothion	ug/kg dw	6.3U
Fenthion	ug/kg dw	2.4U
Malathion	ug/kg dw	7.6U
Merphos	ug/kg dw	10U
Mevinphos	ug/kg dw	3.8U
Monocrotophos	ug/kg dw	130U
Naled	ug/kg dw	6.9U
Ethyl Parathion	ug/kg dw	6.8U
Methyl parathion	ug/kg dw	4.2U
Phorate	ug/kg dw	2.4U
Ronnel	ug/kg dw	4.0U
Sulfotepp (Tetraethyl dithiopyrophosphate)	ug/kg dw	7.7U
Stirophos (Tetrachlorvinphos)	ug/kg dw	5.4U
Tokuthion (Prothiofos)	ug/kg dw	9.1U
Trichloronate	ug/kg dw	3.6U
Surrogate - Triphenylphosphate *	%	86 %
Dilution Factor		1
Prep Date		03/16/04
Analysis Date		03/23/04
Batch ID		0316I

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-5	Method Blank	Solid	03/12/04		

Parameter	Units	Lab Sample IDs
		21112-5

## Chlorinated Herbicides (8151)

2,4-D	ug/kg dw	1.6U
2,4-DB	ug/kg dw	6.4U
2,4,5-T	ug/kg dw	1.0U
2,4,5-TP Silvex	ug/kg dw	0.90U
Dalapon	ug/kg dw	23U
Dicamba	ug/kg dw	1.2U
Dichlorprop	ug/kg dw	2.7U
Dinoseb	ug/kg dw	8.3U
(4-Chloro-2-Methylphenoxy)-Acetic Acid	ug/kg dw	740U
2-(4-Chloro-2-Methylphenoxy)-Propionic Acid	ug/kg dw	400U
Pentachlorophenol	ug/kg dw	0.96U
Picloram	ug/kg dw	1.2U
Surrogate-DCAA *	%	46 %
Dilution Factor		1
Prep Date		03/22/04
Analysis Date		03/23/04
Batch ID		0322K

## Metals (6010)

Arsenic	mg/kg dw	0.16U
Barium	mg/kg dw	0.16U
Cadmium	mg/kg dw	0.087U
Chromium	mg/kg dw	0.17U
Lead	mg/kg dw	0.42U
Selenium	mg/kg dw	0.43U
Silver	mg/kg dw	0.19U
Dilution Factor		1
Prep Date		03/15/04
Analysis Date		03/16/04
Batch ID		40315B

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-5	Method Blank	Solid	03/12/04		

Parameter	Units	Lab Sample IDs
		21112-5

## Mercury (7471)

Mercury	mg/kg dw	0.0028U
Dilution Factor		1
Prep Date		03/15/04
Analysis Date		03/15/04
Batch ID		40315R

## pH (9045)

pH	units	6.2
Dilution Factor		1
Analysis Date		03/13/04
Batch ID		0313A

Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-6	Lab Control Standard % Recovery	Solid	03/12/04		
21112-7	Lab Control Standard Duplicate % Recovery	Solid	03/12/04		
21112-8	Precision (%RPD) of LCS/LCSD	Solid	03/12/04		
21112-9	LCS Accuracy Control Limit (%R)	Solid	03/12/04		
21112-10	LCS Precision Control Limit (Advisory) %RPD	Solid	03/12/04		

Lab Sample IDs

Parameter	Units	21112-6	21112-7	21112-8	21112-9	21112-10
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Volatiles by GC/MS (8260)

Benzene	%	86 %	88 %	2.3 %	49-142 %	<42 %
Chlorobenzene	%	92 %	104 %	12 %	66-135 %	<34 %
1,1-Dichloroethene	%	116 %	114 %	1.7 %	40-164 %	<46 %
Toluene	%	86 %	82 %	4.8 %	38-158 %	<32 %
Trichloroethene	%	88 %	90 %	2.2 %	51-146 %	<34 %
Surrogate - Toluene-d8 *	%	84 %	82 %		66-136 %	
Surrogate -						
4-Bromofluorobenzene *	%	82 %	88 %		63-135 %	
Surrogate -						
Dibromofluoromethane *	%	86 %	86 %		58-142 %	
Dilution Factor		1	1			
Analysis Date		03/19/04	03/19/04			
Batch ID		0319E(A)	0319E(A)	0319E(A)		

Semivolatile Organics (8270)

1,4-Dichlorobenzene	%	82 %	76 %	7.4 %	10-105 %	<31 %
n-Nitrosodi-n-propylamine	%	82 %	82 %	0 %	11-122 %	<37 %
1,2,4-Trichlorobenzene	%	94 %	82 %	13 %	10-112 %	<22 %
Acenaphthene	%	88 %	82 %	6.9 %	18-123 %	<49 %
2,4-Dinitrotoluene	%	76 %	76 %	0 %	11-120 %	<37 %
Pyrene	%	112 %	106 %	5.4 %	10-133 %	<42 %
2-Chlorophenol	%	85 %	79 %	7.4 %	15-111 %	<38 %
Phenol	%	85 %	73 %	15 %	13-115 %	<39 %
4-Chloro-3-methylphenol	%	100 %	85 %	16 %	24-114 %	<32 %
Pentachlorophenol	%	85 %	85 %	0 %	10-140 %	<55 %



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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-6	Lab Control Standard % Recovery	Solid	03/12/04		
21112-7	Lab Control Standard Duplicate % Recovery	Solid	03/12/04		
21112-8	Precision (%RPD) of LCS/LCSD	Solid	03/12/04		
21112-9	LCS Accuracy Control Limit (%R)	Solid	03/12/04		
21112-10	LCS Precision Control Limit (Advisory) %RPD	Solid	03/12/04		

## Lab Sample IDs

Parameter	Units	21112-6	21112-7	21112-8	21112-9	21112-10
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## Semivolatile Organics (8270)

4-Nitrophenol	%	85 %	85 %	0 %	15-118 %	<57 %
Surrogate - 2-Fluorophenol *	%	88 %	79 %		16-113 %	
Surrogate - Phenol-d5 *	%	97 %	88 %		19-114 %	
Surrogate - Nitrobenzene - d5						
*	%	88 %	76 %		20-120 %	
Surrogate - 2-Fluorobiphenyl *	%	94 %	82 %		30-120 %	
Surrogate -						
2,4,6-Tribromophenol *	%	103 %	97 %		23-129 %	
Surrogate - Terphenyl-d14 *	%	112 %	100 %		30-131 %	
Dilution Factor		1	1			
Prep Date		03/17/04	03/17/04			
Analysis Date		03/18/04	03/18/04			
Batch ID		0317H	0317H	0317H		

## Cl-Pesticides (8081)

Aldrin	%	70 %	65 %	8.7 %	10-144 %	<38 %
gamma-BHC (Lindane)	%	70 %	65 %	8.7 %	12-138 %	<37 %
4,4'-DDT	%	70 %	65 %	8.7 %	29-134 %	<26 %
Dieldrin	%	76 %	70 %	8.0 %	28-137 %	<30 %
Endrin	%	70 %	65 %	8.7 %	33-149 %	<32 %
Heptachlor	%	65 %	59 %	9.5 %	17-138 %	<38 %
Surrogate -						
2,4,5,6-Tetrachloro-m-xylene						
(TCMX) *	%	70 %	63 %		30-150 %	
Surrogate -						
Decachlorobiphenyl (DCB) *	%	84 %	75 %		30-150 %	
Dilution Factor		1	1			
Prep Date		03/15/04	03/15/04			
Analysis Date		03/16/04	03/16/04			
Batch ID		0315I	0315I	0315I		

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### Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-6	Lab Control Standard % Recovery	Solid	03/12/04		
21112-7	Lab Control Standard Duplicate % Recovery	Solid	03/12/04		
21112-8	Precision (%RPD) of LCS/LCSD	Solid	03/12/04		
21112-9	LCS Accuracy Control Limit (%R)	Solid	03/12/04		
21112-10	LCS Precision Control Limit (Advisory) %RPD	Solid	03/12/04		

#### Lab Sample IDs

Parameter	Units	21112-6	21112-7	21112-8	21112-9	21112-10
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#### PCB's (8082)

Aroclor-1016	%	59 %	59 %	0 %	34-138 %	<44 %
Aroclor-1260	%	65 %	70 %	8.7 %	39-138 %	<30 %
Surrogate - TCX *	%	57 %	54 %		30-150 %	
Surrogate - DCB *	%	60 %	61 %		30-150 %	
Dilution Factor		1	1			
Prep Date		03/15/04	03/15/04			
Analysis Date		03/16/04	03/16/04			
Batch ID		0315I	0315I	0315I		

#### Organophosphorus Pesticides (8141)

Diazinon	%	76 %	118 %	43 %*	41-128 %	<30 %
Ethyl Parathion	%	92 %	111 %	19 %	24-151 %	<79 %
Methyl parathion	%	80 %	100 %	22 %	36-149 %	<40 %
Ronnel	%	66 %	80 %	20 %	26-130 %	<35 %
Surrogate - Triphenylphosphate *	%	74 %	91 %		30-137 %	
Dilution Factor		1	1			
Prep Date		03/16/04	03/16/04			
Analysis Date		03/23/04	03/23/04			
Batch ID		0316I	0316I	0316I		

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-6	Lab Control Standard % Recovery	Solid	03/12/04		
21112-7	Lab Control Standard Duplicate % Recovery	Solid	03/12/04		
21112-8	Precision (%RPD) of LCS/LCSD	Solid	03/12/04		
21112-9	LCS Accuracy Control Limit (%R)	Solid	03/12/04		
21112-10	LCS Precision Control Limit (Advisory) %RPD	Solid	03/12/04		

Parameter	Units	Lab Sample IDs				
		21112-6	21112-7	21112-8	21112-9	21112-10

## Chlorinated Herbicides (8151)

2,4-D	%	35 %	38 %	9.7 %	19-153 %	<47 %
2,4,5-T	%	17 %	19 %	9.8 %	14-143 %	<59 %
2,4,5-TP Silvex	%	32 %	35 %	10 %	27-120 %	<51 %
Surrogate-DCAA *	%	100 %	110 %		30-189 %	
Dilution Factor		1	1			
Prep Date		03/22/04	03/22/04			
Analysis Date		03/23/04	03/23/04			
Batch ID		0322K	0322K	0322K		

## Metals (6010)

Arsenic	%	101 %	101 %	0.21 %	75-125 %	<20 %
Barium	%	95 %	96 %	0.31 %	75-125 %	<20 %
Cadmium	%	107 %	107 %	0.38 %	75-125 %	<20 %
Chromium	%	104 %	104 %	0.24 %	75-125 %	<20 %
Lead	%	105 %	105 %	0.04 %	75-125 %	<20 %
Selenium	%	100 %	100 %	0.21 %	75-125 %	<20 %
Silver	%	93 %	93 %	0.17 %	75-125 %	<20 %
Dilution Factor		1	1			
Prep Date		03/15/04	03/15/04			
Analysis Date		03/16/04	03/16/04			
Batch ID		40315B	40315B	40315B		

Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-6	Lab Control Standard % Recovery	Solid	03/12/04		
21112-7	Lab Control Standard Duplicate % Recovery	Solid	03/12/04		
21112-8	Precision (%RPD) of LCS/LCSD	Solid	03/12/04		
21112-9	LCS Accuracy Control Limit (%R)	Solid	03/12/04		
21112-10	LCS Precision Control Limit (Advisory) %RPD	Solid	03/12/04		

Parameter	Units	Lab Sample IDs				
		21112-6	21112-7	21112-8	21112-9	21112-10
Mercury (7471)						
Mercury	%	101 %	99 %	1.9 %	80-120 %	<20 %
Dilution Factor		1	1			
Prep Date		03/15/04	03/15/04			
Analysis Date		03/15/04	03/15/04			
Batch ID		40315R	40315R	40315R		
pH (9045)						
pH	%	98 %	98 %	0 %	63-158 %	<40 %
Dilution Factor		1	1			
Analysis Date		03/13/04	03/13/04			
Batch ID		0313A	0313A	0313A		

Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-11	Matrix Spike % Recovery	Solid	03/12/04		
21112-12	Matrix Spike Duplicate % Recovery	Solid	03/12/04		
21112-13	Precision (%RPD) MS/MSD	Solid	03/12/04		
21112-14	MS Accuracy Advisory Limit (%R)	Solid	03/12/04		
21112-15	MS Precision Advisory Limit (%RPD)	Solid	03/12/04		

Lab Sample IDs

Parameter	Units	21112-11	21112-12	21112-13	21112-14	21112-15
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Volatiles by GC/MS (8260)

Benzene	%	67 %	72 %	19 %	49-142 %	<42 %
Chlorobenzene	%	61* %J3	60* %J3	9.2 %	66-135 %	<34 %
1,1-Dichloroethene	%	100 %	112 %	23 %	40-164 %	<46 %
Toluene	%	55 %	54 %	10 %	38-158 %	<32 %
Trichloroethene	%	69 %	74 %	18 %	51-146 %	<34 %
Surrogate - Toluene-d8 *	%	80 %	86 %		66-136 %	
Surrogate - 4-Bromofluorobenzene *	%	74 %	74 %		63-135 %	
Surrogate - Dibromofluoromethane *	%	82 %	89 %		58-142 %	
Dilution Factor		1	1			
Analysis Date		03/19/04	03/19/04			
Batch ID		0319E(A)	0319E(A)	0319E(A)		

Semivolatile Organics (8270)

1,4-Dichlorobenzene	%	81 %	84 %	3.9 %	10-105 %	<31 %
n-Nitrosodi-n-propylamine	%	77 %	77 %	0 %	11-122 %	<37 %
1,2,4-Trichlorobenzene	%	84 %	87 %	3.8 %	10-112 %	<22 %
Acenaphthene	%	84 %	87 %	3.8 %	18-123 %	<49 %
2,4-Dinitrotoluene	%	68 %	77 %	13 %	11-120 %	<37 %
Pyrene	%	97 %	103 %	6.4 %	10-133 %	<42 %
2-Chlorophenol	%	79 %	81 %	2.0 %	15-111 %	<38 %
Phenol	%	74 %	77 %	4.2 %	13-115 %	<39 %
4-Chloro-3-methylphenol	%	82 %	92 %	11 %	24-114 %	<32 %
Pentachlorophenol	%	27 %	35 %	26 %	10-140 %	<55 %

Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-11	Matrix Spike % Recovery	Solid	03/12/04		
21112-12	Matrix Spike Duplicate % Recovery	Solid	03/12/04		
21112-13	Precision (%RPD) MS/MSD	Solid	03/12/04		
21112-14	MS Accuracy Advisory Limit (%R)	Solid	03/12/04		
21112-15	MS Precision Advisory Limit (%RPD)	Solid	03/12/04		

Lab Sample IDs

Parameter	Units	21112-11	21112-12	21112-13	21112-14	21112-15
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Semivolatile Organics (8270)

4-Nitrophenol	%	53 %	58 %	8.7 %	15-118 %	<57 %
Surrogate - 2-Fluorophenol *	%	81 %	84 %		16-113 %	
Surrogate - Phenol-d5 *	%	87 %	90 %		19-114 %	
Surrogate - Nitrobenzene - d5						
*	%	84 %	87 %		20-120 %	
Surrogate - 2-Fluorobiphenyl *	%	87 %	87 %		30-120 %	
Surrogate -						
2,4,6-Tribromophenol *	%	89 %	95 %		23-129 %	
Surrogate - Terphenyl-d14 *	%	97 %	110 %		30-131 %	
Dilution Factor		1	1			
Prep Date		03/17/04	03/17/04			
Analysis Date		03/18/04	03/18/04			
Batch ID		0317H	0317H	0317H		

Cl-Pesticides (8081)

Aldrin	%	52 %	52 %	0 %	10-144 %	<38 %
gamma-BHC (Lindane)	%	48 %	52 %	6.4 %	12-138 %	<37 %
4,4'-DDT	%	52 %	52 %	0 %	29-134 %	<26 %
Dieldrin	%	52 %	55 %	6.1 %	28-137 %	<30 %
Endrin	%	52 %	55 %	6.1 %	33-149 %	<32 %
Heptachlor	%	48 %	48 %	0 %	17-138 %	<38 %
Surrogate -						
2,4,5,6-Tetrachloro-m-xylene (TCMX) *	%	52 %	54 %		30-150 %	
Surrogate -						
Decachlorobiphenyl (DCB) *	%	64 %	68 %		30-150 %	
Dilution Factor		1	1			
Prep Date		03/15/04	03/15/04			
Analysis Date		03/16/04	03/16/04			
Batch ID		0315I	0315I	0315I		

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-11	Matrix Spike % Recovery	Solid	03/12/04		
21112-12	Matrix Spike Duplicate % Recovery	Solid	03/12/04		
21112-13	Precision (%RPD) MS/MSD	Solid	03/12/04		
21112-14	MS Accuracy Advisory Limit (%R)	Solid	03/12/04		
21112-15	MS Precision Advisory Limit (%RPD)	Solid	03/12/04		

Parameter	Units	Lab Sample IDs				
		21112-11	21112-12	21112-13	21112-14	21112-15

## PCB's (8082)

Aroclor-1016	%	42 %	54 %	25 %	34-138 %	<44 %
Aroclor-1260	%	52 %	76 %	38 %J3	39-138 %	<30 %
Surrogate - TCX *	%	42 %	50 %		30-150 %	
Surrogate - DCB *	%	46 %	56 %		30-150 %	
Dilution Factor		1	1			
Prep Date		03/15/04	03/15/04			
Analysis Date		03/16/04	03/16/04			
Batch ID		0315I	0315I	0315I		

## Organophosphorus Pesticides (8141)

Diazinon	%	120 %	119 %	0.28 %	41-128 %	<30 %
Ethyl Parathion	%	115 %	111 %	3.6 %	24-151 %	<79 %
Methyl parathion	%	105 %	102 %	3.1 %	36-149 %	<40 %
Ronnel	%	81 %	78 %	3.7 %	26-130 %	<35 %
Surrogate - Triphenylphosphate *	%	90 %	84 %		30-137 %	
Dilution Factor		1	1			
Prep Date		03/16/04	03/16/04			
Analysis Date		03/23/04	03/23/04			
Batch ID		0316I	0316I	0316I		

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-11	Matrix Spike % Recovery	Solid	03/12/04		
21112-12	Matrix Spike Duplicate % Recovery	Solid	03/12/04		
21112-13	Precision (%RPD) MS/MSD	Solid	03/12/04		
21112-14	MS Accuracy Advisory Limit (%R)	Solid	03/12/04		
21112-15	MS Precision Advisory Limit (%RPD)	Solid	03/12/04		

Parameter	Units	Lab Sample IDs				
		21112-11	21112-12	21112-13	21112-14	21112-15

## Chlorinated Herbicides (8151)

2,4-D	%	10 %J3	8.8 %J3	13 %	19-153 %	<47 %
2,4,5-T	%	97 %	88 %	10 %	14-143 %	<59 %
2,4,5-TP Silvex	%	69 %	62 %	9.5 %	27-120 %	<51 %
Surrogate-DCAA *	%	73 %	70 %		30-189 %	
Dilution Factor		1	1			
Prep Date		03/22/04	03/22/04			
Analysis Date		03/23/04	03/23/04			
Batch ID		0322K	0322K	0322K		

## Metals (6010)

Arsenic	%	110 %	111 %	0.42 %	75-125 %	<20 %
Barium	%	93 %	95 %	2.2 %	75-125 %	<20 %
Cadmium	%	96 %	96 %	0.65 %	75-125 %	<20 %
Chromium	%	94 %	94 %	0.61 %	75-125 %	<20 %
Lead	%	98 %	99 %	0.66 %	75-125 %	<20 %
Selenium	%	109 %	110 %	0.70 %	75-125 %	<20 %
Silver	%	107 %	108 %	0.86 %	75-125 %	<20 %
Dilution Factor		1	1			
Prep Date		03/15/04	03/15/04			
Analysis Date		03/16/04	03/16/04			
Batch ID		40315B	40315B	40315B		



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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-11	Matrix Spike % Recovery	Solid	03/12/04		
21112-12	Matrix Spike Duplicate % Recovery	Solid	03/12/04		
21112-13	Precision (%RPD) MS/MSD	Solid	03/12/04		
21112-14	MS Accuracy Advisory Limit (%R)	Solid	03/12/04		
21112-15	MS Precision Advisory Limit (%RPD)	Solid	03/12/04		

## Lab Sample IDs

Parameter	Units	21112-11	21112-12	21112-13	21112-14	21112-15
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## Mercury (7471)

Mercury	%	77 %*F73	85 %	8.7 %	80-120 %	<20 %
Dilution Factor		1	1			
Prep Date		03/15/04	03/15/04			
Analysis Date		03/15/04	03/15/04			
Batch ID		40315R	40315R	40315R		

## pH (9045)

pH	units	---	---	---		
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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-16	Method Number	Solid	03/12/04		
21112-17	Practical Quantitation Limit (PQL)	Solid	03/12/04		
21112-18	Method Detection Limit (MDL)	Solid	03/12/04		

Parameter	Units	Lab Sample IDs		
		21112-16	21112-17	21112-18
Volatiles by GC/MS (8260)				
Benzene	ug/l	8260B	5.0	1.7
Bromobenzene	mg/l	8260B	5.0	1.2
Bromochloromethane	ug/l	8260B	5.0	1.2
Bromodichloromethane	ug/l	8260B	5.0	0.88
Bromoform	ug/l	8260B	5.0	0.82
Bromomethane (Methyl bromide)	ug/l	8260B	10	3.6
n-Butylbenzene	ug/l	8260B	5.0	2.1
sec-Butylbenzene	ug/l	8260B	5.0	2.4
tert-Butylbenzene	ug/l	8260B	5.0	2.0
Carbon tetrachloride	ug/l	8260B	5.0	1.9
Chlorobenzene	ug/l	8260B	5.0	1.3
Chloroethane	ug/l	8260B	10	2.2
Chloroform	ug/l	8260B	5.0	1.7
Chloromethane	ug/l	8260B	10	1.3
2-Chlorotoluene	ug/l	8260B	5.0	1.0
4-Chlorotoluene	ug/l	8260B	5.0	1.2
Dibromochloromethane		8260B	5.0	0.84
1,2-Dibromo-3-chloropropane	mg/l	8260B	10	0.61
1,2-Dibromoethane (EDB)	mg/l	8260B	5.0	0.86
Dibromomethane	mg/l	8260B	5.0	0.93
1,2-Dichlorobenzene	ug/l	8260B	5.0	1.1
1,3-Dichlorobenzene	ug/l	8260B	5.0	1.3
1,4-Dichlorobenzene	ug/l	8260B	5.0	1.4
1,1-Dichloroethane	ug/l	8260B	5.0	1.6
1,2-Dichloroethane	ug/l	8260B	5.0	1.2
1,1-Dichloroethene	ug/l	8260B	5.0	2.2
cis-1,2-Dichloroethene	ug/l	8260B	5.0	1.7
trans-1,2-Dichloroethene	ug/l	8260B	5.0	1.9

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-16	Method Number	Solid	03/12/04		
21112-17	Practical Quantitation Limit (PQL)	Solid	03/12/04		
21112-18	Method Detection Limit (MDL)	Solid	03/12/04		

## Lab Sample IDs

Parameter	Units	21112-16	21112-17	21112-18
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## Volatiles by GC/MS (8260)

1,2-Dichloropropane	ug/l	8260B	5.0	1.4
1,3-Dichloropropane	mg/l	8260B	5.0	1.6
2,2-Dichloropropane	ug/l	8260B	5.0	2.0
1,1-Dichloropropylene	ug/l	8260B	5.0	2.0
cis-1,3-Dichloropropene	mg/kg dw	8260B	5.0	0.99
trans-1,3-Dichloropropene	mg/kg dw	8260B	5.0	2.1
Ethylbenzene	ug/l	8260B	5.0	2.0
Hexachlorobutadiene	ug/l	8260B	5.0	1.4
Isopropylbenzene	ug/l	8260B	5.0	3.8
p-Cymene	ug/l	8260B	5.0	1.4
Methylene chloride (Dichloromethane)	ug/l	8260B	5.0	1.4
Naphthalene	ug/l	8260B	5.0	0.57
n-Propylbenzene	mg/l	8260B	5.0	1.7
Styrene	ug/l	8260B	5.0	1.8
1,1,1,2-Tetrachloroethane	mg/l	8260B	5.0	1.3
1,1,2,2-Tetrachloroethane	ug/l	8260B	5.0	1.0
Tetrachloroethene	ug/l	8260B	5.0	3.0
Toluene	ug/l	8260B	5.0	1.8
1,2,3-Trichlorobenzene	ug/l	8260B	5.0	0.96
1,2,4-Trichlorobenzene	ug/l	8260B	5.0	1.0
1,1,1-Trichloroethane	ug/l	8260B	5.0	2.1
1,1,2-Trichloroethane	ug/l	8260B	5.0	0.96
Trichloroethene	ug/l	8260B	5.0	2.1
Trichlorofluoromethane	ug/l	8260B	5.0	2.8
1,2,3-Trichloropropane	mg/l	8260B	5.0	1.0
1,2,4-Trimethylbenzene	ug/l	8260B	5.0	1.0
1,3,5-Trimethylbenzene	ug/l	8260B	5.0	1.2

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-16	Method Number	Solid	03/12/04		
21112-17	Practical Quantitation Limit (PQL)	Solid	03/12/04		
21112-18	Method Detection Limit (MDL)	Solid	03/12/04		

## Lab Sample IDs

Parameter	Units	21112-16	21112-17	21112-18
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## Volatiles by GC/MS (8260)

Parameter	Units	21112-16	21112-17	21112-18
Vinyl chloride	ug/l	8260B	10	1.5
o-Xylene	mg/l	8260B	5.0	1.6
m&p-Xylene	mg/l	8260B	5.0	3.0
Acetone	ug/l	8260B	50	3.6
2-Butanone (MEK)	mg/l	8260B	25	3.3
4-Methyl-2-pentanone (MIBK)	ug/l	8260B	25	4.9
Carbon disulfide	ug/l	8260B	5.0	2.2
2-Hexanone	ug/l	8260B	25	4.8
Methyl t-butyl ether (MTBE)	ug/l	8260B	50	1.2
Dichlorodifluoromethane	ug/kg dw		5.0	2.4

## Semivolatile Organics (8270)

Parameter	Units	21112-16	21112-17	21112-18
1,3-Dichlorobenzene	ug/l	8270C	330	31
1,4-Dichlorobenzene	ug/l	8270C	330	27
Hexachloroethane	ug/l	8270C	330	24
bis(2-Chloroethyl)ether	ug/l	8270C	330	26
1,2-Dichlorobenzene	ug/l	8270C	330	24
2,2'-Oxybis(1-chloropropane) [b is(2-Chloroisopropyl)ether]	ug/l	8270C	330	33
n-Nitrosodi-n-propylamine	ug/l	8270C	330	32
Nitrobenzene	ug/l	8270C	330	27
Hexachlorobutadiene	ug/l	8270C	330	23
1,2,4-Trichlorobenzene	ug/l	8270C	330	22
Isophorone	ug/l	8270C	330	26
Naphthalene	ug/l	8270C	330	25
bis(2-Chloroethoxy)methane	ug/l	8270C	330	29
Hexachlorocyclopentadiene		8270C	330	51

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-16	Method Number	Solid	03/12/04		
21112-17	Practical Quantitation Limit (PQL)	Solid	03/12/04		
21112-18	Method Detection Limit (MDL)	Solid	03/12/04		

Parameter	Units	Lab Sample IDs		
		21112-16	21112-17	21112-18
Semivolatile Organics (8270)				
2-Chloronaphthalene	ug/l	8270C	330	24
Acenaphthylene	ug/l	8270C	330	21
Acenaphthene	ug/l	8270C	330	29
Dimethylphthalate	ug/l	8270C	330	25
2,6-Dinitrotoluene	ug/l	8270C	330	29
Fluorene	ug/l	8270C	330	31
4-Chlorophenylphenyl ether	ug/l	8270C	330	28
2,4-Dinitrotoluene	ug/l	8270C	330	40
Diethylphthalate	ug/l	8270C	330	32
N-Nitrosodiphenylamine		8270C	330	25
Hexachlorobenzene	ug/l	8270C	330	45
4-Bromophenylphenyl ether	ug/l	8270C	330	24
Phenanthrene	ug/l	8270C	330	17
Anthracene	ug/l	8270C	330	21
Di-n-butylphthalate	ug/l	8270C	330	28
Fluoranthene	ug/l	8270C	330	31
Pyrene	ug/l	8270C	330	63
Butylbenzylphthalate	ug/l	8270C	330	42
bis(2-Ethylhexyl)phthalate	ug/l	8270C	330	45
Chrysene	ug/l	8270C	330	21
Benzo(a)anthracene	ug/l	8270C	330	20
3,3'-Dichlorobenzidine	ug/l	8270C	660	150
Di-n-octylphthalate	ug/l	8270C	330	54
Benzo(b)fluoranthene	ug/l	8270C	330	23
Benzo(k)fluoranthene	ug/l	8270C	330	26
Benzo(a)pyrene	ug/l	8270C	330	29
Indeno(1,2,3-cd)pyrene	ug/l	8270C	330	67
Dibenzo(a,h)anthracene	ug/l	8270C	330	52

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-16	Method Number	Solid	03/12/04		
21112-17	Practical Quantitation Limit (PQL)	Solid	03/12/04		
21112-18	Method Detection Limit (MDL)	Solid	03/12/04		

## Lab Sample IDs

Parameter	Units	21112-16	21112-17	21112-18
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## Semivolatile Organics (8270)

Benzo(g,h,i)perylene	ug/l	8270C	330	26
N-Nitrosodimethylamine		8270C	330	49
2-Chlorophenol	ug/l	8270C	330	32
2-Nitrophenol	ug/l	8270C	330	19
Phenol	ug/l	8270C	330	42
2,4-Dimethylphenol	ug/l	8270C	330	28
2,4-Dichlorophenol	ug/l	8270C	330	31
2,4,6-Trichlorophenol	ug/l	8270C	330	20
4-Chloro-3-methylphenol	ug/l	8270C	330	49
2,4-Dinitrophenol	ug/l	8270C	1700	150
2-Methyl-4,6-dinitrophenol	ug/l	8270C	1700	200
Pentachlorophenol	ug/l	8270C	1700	180
4-Nitrophenol	ug/l	8270C	1700	160
Benzyl alcohol	mg/l	8270C	330	30
2-Methylphenol (o-Cresol)	ug/l	8270C	330	32
3-Methylphenol/4-Methylphenol (m&p-Cresol)	ug/l	8270C	330	42
Benzoic acid	mg/l	8270C	1700	61
4-Chloroaniline	ug/l	8270C	660	37
2-Methylnaphthalene	ug/l	8270C	330	32
2,4,5-Trichlorophenol	ug/l	8270C	330	29
2-Nitroaniline	mg/l	8270C	1700	42
3-Nitroaniline	mg/l	8270C	1700	32
Dibenzofuran	mg/l	8270C	330	30
4-Nitroaniline	ug/l	8270C	1700	42
Batch ID		0317H		

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-16	Method Number	Solid	03/12/04		
21112-17	Practical Quantitation Limit (PQL)	Solid	03/12/04		
21112-18	Method Detection Limit (MDL)	Solid	03/12/04		

Parameter	Units	Lab Sample IDs		
		21112-16	21112-17	21112-18
CI-Pesticides (8081)				
Aldrin	ug/l	8081A	1.7	0.15
gamma-BHC (Lindane)	ug/l	8081A	1.7	0.57
4,4'-DDT	ug/l	8081A	3.3	0.35
Dieldrin	ug/l	8081A	3.3	0.24
Endrin	ug/l	8081A	3.3	0.42
Heptachlor	ug/l	8081A	1.7	0.20
alpha-BHC	ug/kg		1.7	0.13
beta-BHC	ug/kg		1.7	0.62
delta-BHC	ug/kg		1.7	0.083
Chlordane (technical)	ug/kg		17	3.4
4,4'-DDD	ug/kg		3.3	0.35
4,4'-DDE	ug/kg		3.3	0.24
Endosulfan I	ug/kg		1.7	0.14
Endosulfan II	ug/kg		3.3	0.43
Endosulfan sulfate	ug/kg		3.3	0.44
Endrin aldehyde	ug/kg		3.3	0.24
Heptachlor epoxide	ug/kg		1.7	0.12
Methoxychlor	ug/kg		17	0.51
Toxaphene	ug/kg		170	33
Batch ID		0315I		
PCB's (8082)				
Aroclor-1016	ug/l	8082	33	5.7
Aroclor-1260	ug/l	8082	33	8.0
Aroclor-1221	ug/l		67	7.6
Aroclor-1232	ug/l		33	3.5
Aroclor-1242	ug/l		33	6.5

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-16	Method Number	Solid	03/12/04		
21112-17	Practical Quantitation Limit (PQL)	Solid	03/12/04		
21112-18	Method Detection Limit (MDL)	Solid	03/12/04		
Parameter	Units	Lab Sample IDs			
		21112-16	21112-17	21112-18	
PCB's (8082)					
Aroclor-1248	ug/l		33		5.9
Aroclor-1254	ug/l		33		8.2
Batch ID		0315I			
Organophosphorus Pesticides (8141)					
Diazinon	mg/l	8141A	33		7.0
Ethyl Parathion	ug/l	8141A	33		6.8
Methyl parathion	mg/l	8141A	17		4.2
Ronnel	mg/l	8141A	33		4.0
Azinphos methyl	ug/kg		66		7.0
Bolstar (Sulprofos)	ug/kg		33		5.5
Chlorpyrifos	ug/kg		33		4.3
Coumaphos	ug/kg		330		8.5
Demeton	ug/kg		83		4.8
Dichlorvos	ug/kg		66		1.3
Dimethoate	ug/kg		66		15
Disulfoton	ug/kg		66		2.6
EPN	ug/kg		33		11
Ethoprop	ug/kg		17		9.7
Fensulfotion	ug/kg		330		6.3
Fenthion	ug/kg		33		2.4
Malathion	ug/kg		33		7.6
Merphos	ug/kg		33		10
Mevinphos	ug/kg		66		3.8
Monocrotophos	ug/kg		330		130
Naled	ug/kg		330		6.9
Phorate	ug/kg		33		2.4



Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-16	Method Number	Solid	03/12/04		
21112-17	Practical Quantitation Limit (PQL)	Solid	03/12/04		
21112-18	Method Detection Limit (MDL)	Solid	03/12/04		

Parameter	Units	Lab Sample IDs		
		21112-16	21112-17	21112-18

Organophosphorus Pesticides (8141)

Sulfotepp (Tetraethyl dithiopyrophosphate)	ug/kg		17	7.7
Stirophos (Tetrachlorvinphos)	ug/kg		33	5.4
Tokuthion (Prothiofos)	ug/kg		33	9.1
Trichloronate	ug/kg		330	3.6
Batch ID		0316I		

Chlorinated Herbicides (8151)

2,4-D		8151A	8.3	1.6
2,4-DB	mg/l	8151A	8.3	6.4
2,4,5-T	mg/l	8151A	8.3	1.0
2,4,5-TP Silvex		8151A	8.3	0.90
Dalapon	mg/l	8151A	2000	23
Dicamba	mg/l	8151A	20	1.2
Dichlorprop	mg/l	8151A	100	2.7
Dinoseb	mg/l	8151A	100	8.3
(4-Chloro-2-Methylphenoxy)-Acetic Acid	mg/l	8151A	2000	740
2-(4-Chloro-2-Methylphenoxy)-Propanoic Acid	mg/l	8151A	2000	400
Pentachlorophenol	ug/l	8151A	17	0.96
Picloram	ug/l	8151A	3.3	1.2
Batch ID		0322K		

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112-16	Method Number	Solid	03/12/04		
21112-17	Practical Quantitation Limit (PQL)	Solid	03/12/04		
21112-18	Method Detection Limit (MDL)	Solid	03/12/04		

Parameter	Units	Lab Sample IDs		
		21112-16	21112-17	21112-18
Metals (6010)				
Arsenic	mg/l	6010B	0.50	0.16
Barium	mg/l	6010B	1.0	0.16
Cadmium	mg/l	6010B	0.50	0.087
Chromium	mg/l	6010B	1.0	0.17
Lead	mg/l	6010B	0.50	0.42
Selenium	mg/l	6010B	1.0	0.43
Silver	mg/l	6010B	1.0	0.19
Batch ID		40315B		
Mercury (7471)				
Mercury		7471	0.020	0.0028
Batch ID		40315R		
pH (9045)				
pH		E150.1		
Batch ID		0313A		

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Method: EPA SW-846

DOH Certification #: E84282

These test results meet all the requirements of NELAC. All questions regarding this test report should be directed to the STL Project Manager who signed this test report.

The estimated uncertainty associated with these reported results is available upon request.

I = The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.

U = Indicates that the compound was analyzed for but not detected.

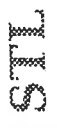
J3 = The reported value failed to meet the established quality control criteria for either precision or accuracy.

\*F73 = Matrix spike recoveries were outside advisory limits due to matrix interference present in the sample.

\* = RPD was outside laboratory established limits.

P = Identification of target analytes using GC methodology is based on retention time. Although two dissimilar GC columns confirmed the presence of the target analyte in the sample, relative percent difference is >40 %. Thus, viewer discretion should be employed during data review and interpretation of results for this target compound.

ANALYSIS REQUEST AND CHAIN OF CUSTODY RECORD



42 1112

STL Tampa  
6712 Benjamin Rd, Suite 100  
Tampa, FL 33634  
Phone: (813) 885 7427  
Fax: (813) 885 7049

Alternate Laboratory Name/Location:

Phone:  
Fax:

PROJECT REFERENCE: City of Venice  
 PROJECT NO: 552-46029  
 PROJECT LOCATION: Venice, FL  
 P.O. NUMBER: N/A  
 CONTRACT NO.: N/A  
 PROJECT MANAGER: Michael Valder  
 CLIENT PHONE: 813.886.1075  
 CLIENT FAX: 813.249.0301  
 CLIENT (SITE) PM: Mike Bair  
 CLIENT EMAIL: michael.bair@psiusa.com  
 CLIENT NAME: PSI  
 CLIENT ADDRESS: 5801 Benjamin Center Drive, Suite 112, Tampa 33634  
 COMPANY CONTRACTING THIS WORK: PSI  
 SAMPLER'S SIGNATURE: *Mike Bair*

DATE	TIME	SAMPLE IDENTIFICATION		COMPOSITE (C) OR GRAB (G) INDICATE	AQUEOUS (WATER)	SOLID OR SEMISOLID	NONAQUEOUS LIQUID (OIL, SOLVENT...)	MATRIX TYPE	REQUIRED ANALYSES				STANDARD REPORT DELIVERY	DATE DUE	EXPEDITED REPORT DELIVERY (SURCHARGE)	DATE DUE
		DATE	TIME						EPA 8151	PH	EPA 8270, 8081, 8082, 8141	EPA 8260				

DATE		TIME		SAMPLE IDENTIFICATION		COMPOSITE (C) OR GRAB (G) INDICATE	AQUEOUS (WATER)	SOLID OR SEMISOLID	NONAQUEOUS LIQUID (OIL, SOLVENT...)	MATRIX TYPE	REQUIRED ANALYSES				STANDARD REPORT DELIVERY	DATE DUE	EXPEDITED REPORT DELIVERY (SURCHARGE)	DATE DUE
DATE	TIME	DATE	TIME	DATE	TIME						EPA 8151	PH	EPA 8270, 8081, 8082, 8141	EPA 8260				
3/11/04	11:30 AM	SS-1	MJB	B-2	A	C	X					1	1	1				
	12:30 PM	SS-2	MJB	B-3		C	X					1	1	1				
	2:50 PM	SS-3	MJB	B-6		C	X					1	1	1				
	3:10 PM	SS-4	MJB	B-8		C	X					1	1	1				

RELINQUISHED BY: (SIGNATURE)	DATE	TIME	RELINQUISHED BY: (SIGNATURE)	DATE	TIME
<i>Mike Bair</i>	3/10/04	0800	<i>Mike Bair</i>	3-12-04	0910
<i>Mike Bair</i>			<i>Mike Bair</i>	3-12-04	0910

RECEIVED FOR LABORATORY BY: *Mike Bair* DATE: 3-12-04 TIME: 10:30  
 RECEIVED BY: (SIGNATURE) *Mike Bair* DATE: 3-12-04 TIME: 10:30  
 CUSTODY CONTACT: YES  NO   
 SEAL NO.: N/A  
 STL LOG NO.: N/A  
 LABORATORY REMARKS: LABORATORY USE ONLY

## Analytical Report

**For:** Mr. Michael Bair  
Professional Service Industries, Inc.  
5801 Benjamin Center Drive Suite 112  
Tampa, FL 33634

**CC:**

Order Number: B421112A  
SDG Number:  
Client Project ID: 552-4G029  
Project: City of Venice  
Report Date: 03/26/2004  
Sampled By: Client  
Sample Received Date: 03/26/2004  
Requisition Number:  
Purchase Order:



Michael F. Valder, Project Manager  
mvalder@stl-inc.com

The test results in this report meet all NELAP requirements for parameters for which accreditation is required or available. Any exceptions to NELAP requirements are noted in this report. Pursuant to NELAP, this report may not be reproduced, except in full, without the written approval of the laboratory.

### Sample Summary

Order: B421112A  
Date Received: 03/26/2004

Client: Professional Service Industries, Inc.  
Project: City of Venice

Client Sample ID	Lab Sample ID	Matrix	Date Sampled
B-2A	B421112A*1	Solid	03/11/2004 11:30
B-3	B421112A*2	Solid	03/11/2004 12:20
B-6	B421112A*3	Solid	03/11/2004 14:50
B-8	B421112A*4	Solid	03/11/2004 15:10

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112A-1	B-2A	Solid	03/26/04	03/11/04 11:30	
21112A-2	B-3	Solid	03/26/04	03/11/04 12:20	
21112A-3	B-6	Solid	03/26/04	03/11/04 14:50	
21112A-4	B-8	Solid	03/26/04	03/11/04 15:10	

Parameter	Units	Lab Sample IDs			
		21112A-1	21112A-2	21112A-3	21112A-4
Aluminum (6010)					
Aluminum	mg/kg dw	2600	7400	2300	3500
Dilution Factor		1	1	1	1
Prep Date		03/15/04	03/15/04	03/15/04	03/15/04
Analysis Date		03/16/04	03/16/04	03/16/04	03/16/04
Batch ID		40315A	40315A	40315A	40315A

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112A-5	Method Blank	Solid	03/26/04		

Parameter	Units	Lab Sample IDs
		21112A-5

Aluminum (6010)

Aluminum	mg/kg dw	5.8U
Dilution Factor		1
Prep Date		03/15/04
Analysis Date		03/16/04
Batch ID		40315A



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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112A-6	Lab Control Standard % Recovery	Solid	03/26/04		
21112A-7	Lab Control Standard Duplicate % Recovery	Solid	03/26/04		
21112A-8	Precision (%RPD) of LCS/LCSD	Solid	03/26/04		
21112A-9	LCS Accuracy Control Limit (%R)	Solid	03/26/04		
21112A-10	LCS Precision Control Limit (Advisory) %RPD	Solid	03/26/04		

Parameter	Units	Lab Sample IDs				
		21112A-6	21112A-7	21112A-8	21112A-9	21112A-10
Aluminum (6010)						
Aluminum	%	91 %	91 %	0.76 %	75-125 %	<20 %
Dilution Factor		1	1			
Prep Date		03/15/04	03/15/04			
Analysis Date		03/16/04	03/16/04			
Batch ID		40315A	40315A	40315A		

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112A-11	Matrix Spike % Recovery	Solid	03/26/04		
21112A-12	Matrix Spike Duplicate % Recovery	Solid	03/26/04		
21112A-13	Precision (%RPD) MS/MSD	Solid	03/26/04		
21112A-14	MS Accuracy Advisory Limit (%R)	Solid	03/26/04		
21112A-15	MS Precision Advisory Limit (%RPD)	Solid	03/26/04		

Parameter	Units	Lab Sample IDs				
		21112A-11	21112A-12	21112A-13	21112A-14	21112A-15
Aluminum (6010)						
Aluminum	%	0 %*F61	0 %*F61	14 %	80-120 %	<20 %
Dilution Factor		1	1			
Prep Date		03/15/04	03/15/04			
Analysis Date		03/16/04	03/16/04			
Batch ID		40315A	40315A	40315A		

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## Analytical Data Report

Lab Sample ID	Description	Matrix	Date Received	Date Sampled	SDG#
21112A-16	Method Number	Solid	03/26/04		
21112A-17	Practical Quantitation Limit (PQL)	Solid	03/26/04		
21112A-18	Method Detection Limit (MDL)	Solid	03/26/04		

Parameter	Units	Lab Sample IDs		
		21112A-16	21112A-17	21112A-18
Aluminum (6010)				
Aluminum Batch ID		6010B 40315K	20	5.8

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Method: EPA SW-846

DOH Certification #: E84282

These test results meet all the requirements of NELAC. All questions regarding this test report should be directed to the STL Project Manager who signed this test report.

The estimated uncertainty associated with these reported results is available upon request.

U = Indicates that the compound was analyzed for but not detected.

\*F61 = The recoveries of the matrix spikes are outside advisory limits due to the abundance of the target analyte in the sample.

## SECTION 01025 - ADDENDUM NO. 1 - REVISION

### MEASUREMENT AND PAYMENT

#### PART I – GENERAL

##### 1.01 GENERAL INFORMATION

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

It is the intent of these Contract Documents that any cost for which compensation is not directly provided by a bid item shall be prorated and included in the bid item(s) for which they are required. Failure of the CONTRACTOR to follow this procedure shall be basis for rejection of this bid.

The prices stated in the Proposal include all costs and expenses for taxes, labor, equipment, commissions, transportation charges and expenses, patent fees and royalties, together with any and all other costs and expenses for performing and completing the Work as shown on the plans and specified herein. The basis of payment for any item at the unit price shown in the Proposal shall be in accordance with the description of that item in this Section.

All Work shall be in accordance with the Technical Specifications.

Unless specifically listed as a Bid Item, no separate payment will be made for the following items and the cost of such Work shall be included in the applicable contract pay items of Work.

1. Clearing and grubbing;
2. Excavation, including necessary pavement/slab removal;
3. Shoring and sheeting;
4. Dewatering and disposal of surplus water including well point dewatering as directed by ENGINEER;
5. Backfill;
6. Grading;
7. Replacement or restoration of paved or unpaved roadways, grass and shrubbery plots outside of established pay limits;
8. Replacement or restoration of curbing, gutter, sidewalk, and site restoration of any areas damaged during construction activities;
9. Temporary facilities and controls during construction such as water/sanitary facilities, traffic control and environmental protection, unless specifically provided for in a pay item;
10. Removing and disposing of waste material due to construction;
11. Cleanup;
12. Refill materials, except as hereinafter specified;
13. Testing and placing system in operation;
14. Any material or equipment required installed and/or used for the tests;
15. Maintaining the existing quality of service during construction;
16. Repair and/or cleaning of storm sewers, inlets & catch basins damaged or filled with sediment during construction;
17. Color audio-video construction record;
18. Providing the services of an Independent Testing Laboratory for materials and compaction testing.

19. Providing the services of a professional LAND SURVEYOR, licensed in the State of Florida, to establish horizontal and vertical control, layout the Work, and assist with the preparation of record drawings;
20. Cost to reproduce drawings, specifications, shop drawings, and reports for the CONTRACTOR's use and for submissions to the OWNER;
21. Temporary fencing;
22. Dust Control;
23. Noise suppression measures;
24. Removing, relocating, resetting existing street signage to facilitate construction;
25. Removing, relocating, resetting mailboxes to facilitate construction;
26. Utility notification and location and exploratory pits; and
27. All other appurtenant Work as required for a complete and operable system.
28. Damage to owner's property will be repaired within three days.

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

Following final payment by the OWNER, the CONTRACTOR shall maintain seed and mulch, shrubbery, trees, fences, sod, and other surfaces disturbed for a period of six (6) months thereafter. The cost of maintaining the restored areas is considered incidental to the cost of restoring the areas disturbed by the CONTRACTOR. These costs shall be prorated and included in the cost for the bid item which it is required.

#### 1.02 MEASUREMENT

The quantities for payment under this Agreement shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the OWNER, in accordance with the applicable method of measurement therefore contained herein. A representative of the OWNER shall witness all field measurement. Payment shall be made and shall be based on percent complete of the Lump Sum price according to the schedule of values.

#### 1.03 PAYMENT

The CONTRACTOR will be paid monthly, by the OWNER, for Work performed the previous month. Each application for payment shall be submitted with a copy of record drawings, to date, as well as an updated schedule for the project. Payment shall be for the approved and accepted amount of Work that the CONTRACTOR has accomplished in the previous month.

Payment shall be made and shall be based on percent complete for Lump Sum pay items and on a measured quantity, unit price basis for unit price pay items.

### **PART 2 – PRODUCTS (Not Used)**

### **PART 3 - EXECUTION**

#### 3.01 Bid Items: Lime Sludge Pond Closure

##### A. LIME SLUDGE REMOVAL (Bid Item #1)

The CONTRACTOR shall provide all labor, equipment and materials for dewatering of the site as necessary, clearing and grubbing, and excavating, transport and disposal of lime sludge. All Work shall be in accordance with the Technical Specifications. Payment for this

bid item shall be based on the actual tons of lime sludge removed from the site.

**B. GRADING OF BERM MATERIAL (Bid Item #2)**

The CONTRACTOR shall provide all labor, equipment, and materials for dewatering, clearing and grubbing, excavating and grading the berm material. All Work shall be in accordance with the Technical Specifications. Payment for this bid item shall be based on the actual cubic yards of berm excavated and graded.

**C. IMPORT AND PLACEMENT OF FILL MATERIAL (Bid Item #3)**

The CONTRACTOR shall provide all labor, equipment and materials for purchase and delivery, placement and compaction of fill material, final site restoration and seeding/sodding. All Work shall be in accordance with the Technical Specifications and Plans. Payment for this bid item shall be based on the actual cubic yards of fill delivered and placed on the site.

**D. ASPHALT RESTORATION (Bid Item #4)**

The CONTRACTOR shall provide all labor, equipment, and materials to restore asphalt roadway that was damaged during the course of construction. The asphalt restoration shall include saw cutting, removing and replacing the entire asphalt layer to the milling limits shown on the drawings or:

1. Placing, grading, and compacting sub-base, base, and approved asphaltic pavement over excavated area as specified in the Contract Documents;
2. Milling the full lane width of all damaged lanes and designated intersection areas indicated in the Approved Construction Plans so as to provide a uniform longitudinal profile and cross-section;
3. Sweeping of the milled surface;
4. Disposal of all surplus existing materials resulting from milling operations;
5. Restoring, placing, grading, and compacting approved asphaltic pavement at the thickness specified in the Contract Documents.

Payment shall be made on a square yard basis, in place complete and acceptable to the ENGINEER.

**E. MOBILIZATION AND DEMOBILIZATION (Bid Item #5)**

The bid price for mobilization and demobilization shall be a lump sum amount and shall include securing a staging area in proximity to the Work if public lands are insufficient; moving onto the site all materials and equipment; furnishing and erecting temporary buildings, access roads and other items as necessary to complete the Work; providing a color audio-videotape of existing conditions of the construction site or route; providing field trailers, sanitary facilities and potable water facilities as required for the proper performance and completion of the Work.

Payment for Mobilization and Demobilization each month shall be an equal percentage of the Mobilization and Demobilization bid item, spread equally over the Contract time.

Payment for mobilization will be on an incremental basis in accordance with the following:

Percent of Original Contract Amount <u>Earned</u>	Allowable Percent of the Lump Sum <u>Price for the Item</u>
5	15
10	25
25	50
50	75
75	85
100	100

F. MAINTENANCE OF TRAFFIC CONTROL (Bid Item #6)

The bid price for Traffic Control shall be a lump sum amount. This bid item shall include preparation of a Maintenance of Traffic plan consistent with the CONTRACTOR'S Work schedule/plan and coordination with through the Project Representative with the OWNER, County or State traffic control authority. It shall include the construction and maintenance of any necessary detour facilities, traffic control barriers; providing of necessary facilities for access to residences and businesses, etc. along the project; furnishing, installing and maintaining of traffic control and safety devices during construction, including placement and removal of temporary pavement markings, and signs; temporary wheelchair ramps, temporary lighting for night Work, and any other special requirements for safe and expeditious movement of both vehicular and pedestrian traffic.

Payment for Maintenance of Traffic and Traffic Control will be on an incremental basis in accordance with the following:

Percent of Original Contract Amount <u>Earned</u>	Allowable Percent of the Lump Sum <u>Price for the Item</u>
20	20
40	40
60	60
80	80
100	100

Payment shall be made on a square yard basis, in place complete and acceptable to the ENGINEER.

G. GENERAL CONDITIONS (Bid Item #7)

The bid price for General Conditions shall be a lump sum amount and shall include obtaining all permits, insurance, and bonds.

The bid price for General Conditions shall not exceed 5% of the Base Bid Subtotal.

H. OWNER'S ALLOWANCE (Bid Item #8)

The bid price for Owner's Allowance shall be a lump sum amount for the project. Payment shall be made to the CONTRACTOR, at the sole discretion of the OWNER for additional Work requested by the OWNER that is not covered by the scope of Work identified in this Contract. The Owner's Allowance will be used only with the prior written approval of the OWNER. A scope description and fee breakdown shall be provided to the OWNER for any proposed use of the Owner's Allowance.

END OF SECTION



**BID ITEMS: LIME SLUDGE POND CLOSURE - ADDENDUM NO. 1 REVISION  
ITB 3049-16**

Item No.	Estimated Quantity	Unit	Description	Unit Bid Price (In Numbers)	Total Amount (In Numbers)
1	30,000	TON	Lime sludge removal		
2	4,300	CYD	Grading of Berm Material		
3	50,000	CYD	Import and Placement of Fill Material		
4	2,700	SY	Asphalt Restoration		
5	1	LS	Mobilization and Demobilization		
6	1	LS	Maintenance of Traffic and Traffic Control		
<b>BASE BID SUBTOTAL</b>					
7	1	LS	General Conditions (Max 5% of Base Bid Subtotal)		
8	1	LS	Owner's Allowance	\$ 100,000	\$ 100,000
<b>BASE BID TOTAL</b>					

TOTAL BID PRICE written in words:

Name and address of bidding firm:

\_\_\_\_\_  
Signature and title of authorized individual signing bid

# CITY OF VENICE PROCUREMENT- FINANCE DEPARTMENT

401 W. VENICE AVE. - ROOM # 204  
VENICE, FL. 34285  
(941) 486-2626  
FAX (941) 486-2790

## ADDENDUM NO. 2

**Date: December 1, 2016**

**To: All Prospective Bidders**

**Re: ITB# 3049 Lime Sludge Ponds Closure**

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This addendum sets forth changes and/or information as referenced and is hereby made part of and should be attached to the subject Contract Documents. Receipt of this Addendum shall be acknowledged below and in the submitted proposal. It shall be the responsibility of each proposer, prior to submitting a proposal, to contact the City of Venice- Procurement-Finance Department to determine if addenda were issued and to make such addenda a part of their proposal.

---

The following questions were received in writing.

**Q1.** Please provide percentage of density required for backfilling/placing the "Import Fill". (95% T-99, 98% T-99, etc.)

**R1.** See Specification Section 02200 3.04 for compaction requirements. Soil bulk density requirements are provided in the Specifications because it is vital that the soil is not compacted past its threshold for root growth and development. The degree of compaction suitable for root growth depend on soil type with thresholds varying from 81.9 to 91.0 percent of standard Proctor densities.

**Q2.** Visual Inspection for "Proof Rolling" bottom of excavation. Due to information on the borings (organic soils in the bottom) could potentially create a problem until you have placed a couple feet of fill to bridge the unsuitable organic soils. Please advise.

**R2.** See Specification Section 02200 3.02A regarding unsuitable material.

**Q3.** During the pre-bid meeting, the city and engineer confirmed the material was non-hazardous. Therefore, no special amendments for insurance will be required.

**R3.** This material has been deemed non-hazardous based on the guidance memo issued by FDEP titled “Guidance for Land Application of Drinking Water Treatment Plant Sludge” issued on June 12, 2006.

**Q4.** Please review Q5 & R5. The answer to the submitted question did not provide a black & white response. Would the city/engineer consider establishing tonnage out and tonnage in with the use of certified portable scales furnished by the contractor? Also the line item for the berm grading could then be listed as lump sum for the final grading in lieu of by the cubic yard. Please advise.

**R4.** The import and placement of fill will be measured by volume (cubic yard) and not weight, so portable scales are not applicable. Measurement and payment for the berm grading shall be per the Specifications.

**Q5.** The city is responsible for the protection of the turtle nests. This needs to take place prior to the contract time commencing on the project. Please confirm.

**R5.** The Contractor is to install the silt fence barrier to prevent gopher tortoises from migrating into the construction zone. This task is included in the project’s contract time.

**Q6.** The existing fence is noted to be removed. According to the location of the existing fence, many areas of the fence are located where the turtle nests are to be protected. It will require equipment to remove the fence w/concrete foundations. Please advise.

**R6.** The contractor must avoid collapsing or otherwise impacting any gopher tortoise burrows during the fence removal. This prohibits the use of heavy equipment that has the potential to impact burrows in areas directly adjacent to them. In addition, the contractor must ensure that no tortoises that may be outside of burrows are harmed during the removal.

**Q7.** Is the silt fence the clearing limits? Also please confirm the type of Silt Fence to be utilized. Is there any requirement to install a double row of silt fence on any of the noted proposed lines?

**R7.** Yes, silt fence is the clearing limit. See detail in Sheet C-3 and Specification Section 02280 2.02A. There is no requirement to install a double row of silt fence.

**Q8.** Please consider extending the bid date a minimum of one week. This will allow the potential bidders time to review the questions/answers that were submitted by the deadline.

**R8.** The bid due date and time has been extended to December 12, 2016 at 2:00 PM.

**Q9.** If the quantities exceed the bid form numbers by 5 or 10 percent, will the city extend the total contract time to complete the project accordingly? Please advise.

**R9.** The City would be willing to negotiate with the successful bidder if this occurs.

**Q10.** Will a city or engineer's rep be on-site full time to visually inspect the excavation to determine the completed bottom depth? Please advise.

**R10.** There will be part-time inspection and the Contractor is expected to coordinate this activity with the inspector.

Peter A. Boers  
Procurement Department

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Receipt Acknowledged:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**A copy of the addendum (excluding attachments) is to be included with the proposal response.**

# **CITY OF VENICE PROCUREMENT- FINANCE DEPARTMENT**

**401 W. VENICE AVE. - ROOM # 204**

**VENICE, FL. 34285**

**(941) 486-2626**

**FAX (941) 486-2790**

## **CLARIFICATION**

**Date: December 7, 2016**

**To: All Prospective Bidders**

**Re: ITB# 3049 Lime Sludge Ponds Closure**

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**Clarification:**

The anticipated start date for the above referenced project is May 1, 2017.

Peter A. Boers  
Procurement Department

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