



CITY OF VENICE, FLORIDA

Purchasing Department

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

Invitation to Bid

ITB Number 3063-17

Date of Issue: April 5, 2017

Submission Deadline: May 9, 2017 at 2:00 PM

Title and Purpose of ITB:

Valve Replacement Program: Phase 11

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CITY OF VENICE
Valve Replacement Program: Phase 11

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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.: 3063-17

Bid Title: Valve Replacement Program: Phase 11

PROJECT DESCRIPTION: The City of Venice Utilities Department is seeking a contractor to perform the following work on the City's potable water distribution system: remove and replace four (4) broken valves; remove and replace two (2) fire hydrant assemblies; remove and replace two (2) below grade air release valve assemblies; install two (2) insertable valves; and install one (1) line stop.

BID OPENING LOCATION: Venice City Hall,
Community Hall (room 114), 401 West Venice Ave.,
Venice, FL 34285

BID SUBMITTAL DEADLINE and BID OPENING DATE & TIME: May 9,
2017 at 2:00 PM

PRE-BID MEETING: YES DATE & TIME: April 18, 2017 at
2:00 PM

LOCATION: Venice City Hall, Community Hall (room 114)
401 W. Venice 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 **April 18, 2017** at 2:00 p.m., Venice City Hall, Community Room (room 114), 401 West Venice 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 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 April 28, 2017 by 1:00 p.m.**

Bids must be submitted in **two sets** and at least one set must bear an original signature, in a sealed envelope marked **“Invitation to Bid # 3063-17: “Valve Replacement Program: Phase 11”** 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: April 5, 2017
April 8, 2017

City of Venice Utilities Department
City of Venice, Florida

Valve Replacement Program: Phase 11

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~~ Owner does not assume 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~~ Owner 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~~ Owner 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 (Not Used)

6.07 (Not Used)

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~~ Owner 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~~ Owner 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~~ Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and

the written resolutions thereof by ~~Engineer~~ Owner 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~~ Owner, application for such acceptance will not be considered by ~~Engineer~~ Owner until after the Effective Date of the Agreement. The procedure for submittal of any such application by Contractor and consideration by ~~Engineer~~ Owner is set forth in the General Conditions which may be supplemented in the General Requirements.
- 13.02 Refer to Section 01630, Product Options and Substitutions, of the General Requirements for the period of time after the Effective Date of the Agreement during which the ~~Engineer~~ Owner 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 email 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 # 3063-17: “Valve Replacement Program: Phase 11”**. 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.governmentmax.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.

++ END OF INSTRUCTIONS TO BIDDERS ++

BID FORM

CITY OF VENICE
VALVE REPLACEMENT PROGRAM: PHASE 11

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~~ Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ~~Engineer~~ Owner 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):

CITY OF VENICE
VALVE REPLACEMENT PROGRAM: PHASE 11

Item	Description	Quantity	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
1.0	COLOR AUDIO-VIDEO PRECONSTRUCTION RECORD	1	Lump Sum	\$	\$
2.0	VALVE REPLACEMENT	---	---	---	---
2.1	REPLACE AREA 1 VALVE C00-0609 (8" GATE VALVE)	1	Lump Sum	\$	\$
2.2	REPLACE AREA 3 VALVE C00-0605 (4" GATE VALVE)	1	Lump Sum	\$	\$
2.3	REPLACE AREA 3 VALVE C00-0635 (12" BUTTERFLY VALVE)	1	Lump Sum	\$	\$
2.4	REPLACE AREA 4 VALVE N03-0610 (6" GATE VALVE)	1	Lump Sum	\$	\$
3.0	FIRE HYDRANT ASSEMBLY REPLACEMENT	---	---	---	---
3.1	REPLACE AREA 1 FIRE HYDRANT ASSEMBLY NE 015 (INCLUDING HYDRANT TEE)	1	Lump Sum	\$	\$
3.2	REPLACE AREA 3 FIRE HYDRANT ASSEMBLY SE 011 (NOT INCLUDING HYDRANT TEE)	1	Lump Sum	\$	\$
4.0	AIR RELEASE VALVE ASSEMBLY REPLACEMENT	---	---	---	---
4.1	REPLACE AREA 2 AIR RELEASE VALVE ASSEMBLY ARP01	1	Lump Sum	\$	\$
4.2	REPLACE AREA 5 AIR RELEASE VALVE ASSEMBLY ARP03	1	Lump Sum	\$	\$

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5.0	INSERTABLE VALVE INSTALLATION	---	--	---	---
5.1	INSTALL AREA 1 INSERTABLE VALVE C00-0659 (6")	1	Lump Sum	\$	\$
5.2	INSTALL AREA 2 INSERTABLE VALVE N01-0336 (12")	1	Lump Sum	\$	\$
6.0	LINE STOP INSTALLATION	---	---	---	---
6.1	INSTALL AREA 1 LINE STOP (8")	1	Lump Sum	\$	\$
Subtotal (Sum of Bid Items 1.0 through 6.1, inclusive):				\$ _____	(in numbers)
7.0	MOBILIZATION & DEMOBILIZATION Not to Exceed 7.5% of Subtotal (Sum of Bid Items 1.0 through 6.1)	1	Lump Sum	\$	\$
8.0	OWNER'S ALLOWANCE	1	Lump Sum	\$ 5,000.00	\$ 5,000.00
Total Base Bid (Sum of Bid Items 1.0 through 8.0, inclusive):				\$ _____	(in numbers)
Total Base Bid in Words (Sum of Items 1.0 through 8.0, inclusive):				_____	

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 90 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 105 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 _____, 2017, 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# 3063-17: Valve Replacement Program: Phase 11

- Bid Form
- Proposal Bond
- Local Preference Form
- Cooperative 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 Subcontractors to be Used for This Work
- Drug Free Workplace Certification
- Non-Collusive Affidavit
- Public Entity Crime Information
- Statement of “No Bid” (if applicable)
- Bidder Qualification Statement

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.

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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.

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 §112.317, 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

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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, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

(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: _____
Phone: _____
Federal ID#: _____

Date: _____
Fax: _____

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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: **May 9, 2017 at 2:00 PM**

Bid Number: **3063-17**

Description: The City of Venice Utilities Department is seeking a contractor to perform the following work on the City's potable water distribution system: remove and replace nine (9) broken valves; remove and replace one (1) fire hydrant assembly; and remove one (1) valve that is no longer needed.

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. _____

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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) # **3063-17 Valve Replacement Program: Phase 11**, including: standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for ITB 3063-17, 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 one-hundred five (**105**) 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 **nine hundred fifty-eight dollars (\$958) 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# 3063-17 Valve Replacement Program: Phase 11** 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# 3063-17 Valve Replacement Program: Phase 11** 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~~ Inspector 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.
-

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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 # 3063-17, 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

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:

Valve Replacement Program: Phase 11

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:

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):

If Limited Liability Company:

A. Date and State of Organization:

B. Members:

Name	Address
------	---------

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If Sole Proprietorship:

A. Date and State of Organization:

B. Name and Address of Owner or Owners:

If Other Type of Organization:

A. Type of Organization: _____

B. Date and State of Organization:

C. Name and Address of Each Owner or Principal:

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: _____

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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: _____

Attachments A, B and C

(Seal, if corporation)

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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 ++

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~~ Owner 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~~ Owner 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~~ Owner'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~~ Owner 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~~ Owner 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~~ Owner 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~~ Owner, 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~~ Owner 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~~ Owner. 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~~ Owner 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~~ Owner 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~~ Owner’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~~ Owner 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 Owner, Contractor, ~~Engineer~~, and others as appropriate will be held to review for acceptability to ~~Engineer~~ Owner 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~~ Owner.

1. The Progress Schedule will be acceptable to ~~Engineer~~ Owner if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on ~~Engineer~~ Owner 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~~ Owner if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to ~~Engineer~~ Owner 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~~ Owner 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~~ Owner any conflict, error, ambiguity, or discrepancy which Contractor discovers or has actual knowledge of and shall obtain a written interpretation or clarification from ~~Engineer~~ Owner 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 Supplier

then Contractor shall promptly report it to ~~Engineer~~ Owner 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~~ Owner's approval of a Shop Drawing or Sample; (subject to the provisions of Paragraph 6.17.D.3); or
 3. ~~Engineer~~ Owner'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~~ Owner or ~~Engineer's~~ Owner'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~~ Owner.
- 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 Owner ~~or 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 Owner ~~or 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. *Owner's/Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Owner ~~or 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 Owner's ~~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~~ Owner 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~~ Owner 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~~ Owner 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~~ Owner, 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~~ Owner 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~~ Owner for review under the circumstances described below.
 - 1. "*Or-Equal*" Items: If in ~~Engineer's~~ Owner'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~~ Owner as an "or-equal" item, in which case review and approval of the proposed item may, in ~~Engineer's~~ Owner'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~~ Owner 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~~ Owner'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~~ Owner 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~~ Owner from anyone other than Contractor.
- c. The requirements for review by ~~Engineer~~ Owner will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements and as ~~Engineer~~ Owner may decide is appropriate under the circumstances.
- d. Contractor shall make written application to ~~Engineer~~ Owner 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~~ Owner. Contractor shall submit sufficient information to allow ~~Engineer~~ Owner, in ~~Engineer's~~ Owner'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~~ Owner's Evaluation:* ~~Engineer~~ Owner 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~~ Owner 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~~ Owner'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~~ Owner 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~~ *Owner's Cost Reimbursement:* ~~Engineer~~ Owner will record ~~Engineer's~~ Owner'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~~ Owner approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of ~~Engineer~~ Owner for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of ~~Engineer~~ Owner 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~~ Owner 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~~ Inspector, 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~~ Owner shall not 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~~ Owner 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~~ Owner 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~~ Owner 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~~ Owner 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~~ Owner 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~~ Owner 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~~ Owner the services, materials, and equipment Contractor proposes to provide and to enable ~~Engineer~~ Owner 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~~ Owner may require to enable ~~Engineer~~ Owner 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~~ Owner'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~~ Owner 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~~ Owner for review and approval of each such variation.

D. ~~Engineer's~~ Owner's Review

1. ~~Engineer~~ Owner will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to ~~Engineer~~ Owner. ~~Engineer's~~ Owner'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~~ Owner'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~~ Owner'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~~ Owner has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. ~~Engineer's~~ Owner'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~~ Owner 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~~ Owner 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~~ Owner 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~~ Owner;
 - 2. recommendation by ~~Engineer~~ Owner or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by ~~Engineer~~ Owner 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~~ Owner;
 - 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~~ Inspector 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~~Owner.
- 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~~ Owner'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~~ Owner'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~~ Owner 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~~ Owner 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~~ INSPECTOR'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. ~~Engineer~~ Inspector will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of ~~Engineer~~ Inspector 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~~ Inspector will make visits to the Site at intervals appropriate to the various stages of construction as ~~Engineer~~ Inspector 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~~ Inspector, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ~~Engineer~~ Inspector will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ~~Engineer's~~ Inspector'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~~ Inspector will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. ~~Engineer's~~ Inspector's visits and observations are subject to all the limitations on ~~Engineer's~~ Inspector's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of ~~Engineer's~~ Inspector's visits or observations of Contractor's Work, ~~Engineer~~ Inspector will not supervise, direct, or have control over Contractor's Work, nor shall ~~Engineer~~ Inspector 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. Inspector will serve as Resident Project Representative to assist ~~Engineer~~ Owner 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, 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~~ Inspector 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~~ Inspector will have authority to reject Work which ~~Engineer~~ Inspector believes to be defective, or that ~~Engineer~~ Inspector 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~~ Inspector 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~~ Inspector's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with ~~Engineer's~~ Inspector'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~~ Inspector will determine the actual quantities and classifications of Unit Price Work performed by Contractor. ~~Engineer~~ Inspector will review with Contractor the ~~Engineer's~~ Inspector's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ~~Engineer's~~ Inspector's written decision thereon will be final and binding (except as modified by ~~Engineer~~ Inspector 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~~ Inspector 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~~ Inspector in writing within 30 days of the event giving rise to the question.
- B. ~~Engineer~~ Inspector 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~~ Inspector'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~~ Inspector'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~~ Inspector 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~~ Inspector's Authority and Responsibilities*

- A. Neither ~~Engineer's~~ Inspector's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ~~Engineer~~ Inspector 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~~ Inspector shall create, impose, or give rise to any duty in contract, tort, or

otherwise owed by ~~Engineer~~ Inspector 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~~ Inspector 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~~ Inspector will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. ~~Engineer~~ Inspector 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~~ Inspector'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~~ Inspector's employees and representatives shall comply with the specific applicable requirements of the Contractor's safety programs of which ~~Engineer~~ Inspector 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~~ Owner 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~~ Owner 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 Owner's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the ~~Engineer~~ Owner for decision. A decision by ~~Engineer~~ Owner 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~~ Owner 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~~ Owner and the other party to the Contract within 60 days after the start of such event (unless ~~Engineer~~ Owner 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~~ Owner and the claimant within 30 days after receipt of the claimant's last submittal (unless ~~Engineer~~ Owner allows additional time).
- C. *Engineer's Owner's Action:* ~~Engineer~~ Owner 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~~ Owner is unable to resolve the Claim if, in the ~~Engineer's~~ Owner's sole discretion, it would be inappropriate for the ~~Engineer~~ Owner to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that ~~Engineer~~ Owner does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. ~~Engineer's~~ Owner'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~~ Owner 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~~ Owner 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~~ Inspector 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~~ Owner 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~~ Owner 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~~ Inspector 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~~ Inspector 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~~ Inspector, 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~~ Inspector 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~~ Owner 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~~ Inspector'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~~ Inspector.
- 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~~ Owner, Contractor

shall if requested by ~~Engineer~~ Owner, 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~~ Owner timely notice of Contractor's intention to cover the same and ~~Engineer~~ Owner 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~~ Owner, it must, if requested by ~~Engineer~~ Owner, be uncovered for ~~Engineer's~~ Inspector's observation and replaced at Contractor's expense.
- B. If ~~Engineer~~ Owner considers it necessary or advisable that covered Work be observed by ~~Engineer~~ Inspector or inspected or tested by others, Contractor, at ~~Engineer's~~ Owner's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ~~Engineer~~ Owner or Inspector 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~~ Owner, 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~~ Owner to correct defective Work or to remove and replace rejected Work as required by ~~Engineer~~ Owner 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~~ Inspector 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~~ Owner. 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~~ Owner 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~~ Owner 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~~ Owner'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~~ Owner's review of Contractor's Work for the purposes of recommending payments nor ~~Engineer's~~ Owner's recommendation of any payment, including final payment, will impose responsibility on ~~Engineer~~ Owner:
 - 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~~ Owner 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~~ Owner'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~~ Owner 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~~ Owner'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~~ Inspector in writing that the entire Work is substantially

complete (except for items specifically listed by Contractor as incomplete) and request that ~~Engineer~~ Owner issue a certificate of Substantial Completion.

- B. Promptly after Contractor's notification, Owner, Contractor, and ~~Engineer~~ Inspector shall make an inspection of the Work to determine the status of completion. If ~~Engineer~~ Owner does not consider the Work substantially complete, ~~Engineer~~ Owner 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~~ Owner 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~~ Inspector shall make an inspection of that part of the Work to determine its status of completion. If ~~Engineer~~ Owner does not consider that part of the Work to be substantially complete, ~~Engineer~~ Owner 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~~ Inspector 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~~ Owner, 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 Owner's Review of Application and Acceptance*

1. If, on the basis of ~~Engineer's~~ Owner's observation of the Work during construction and final inspection, and ~~Engineer's~~ Owner's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ~~Engineer~~ Owner is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, ~~Engineer~~ Owner will, within ten days after receipt of the final Application for Payment, indicate in writing ~~Engineer's~~ Owner'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~~ Owner 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~~ Inspector so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of ~~Engineer~~ Owner, 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~~ Owner 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~~ Owner or Inspector; 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~~ Owner 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~~ does 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~~ Owner 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 ++

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 Inspector 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, Owner 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 of Venice.

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, and waterborne property. Coverage shall start when the items to be installed are transported to Owner's premises and remain in place until the interest of the Contractor ceases or the Owner accepts possession, whichever comes first. Coverage shall 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 shall apply on a Primary basis and should include a Waiver of Subrogation. Contractor shall 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, and 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 personnel and Inspector 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-6.15 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). Owner will record Owner'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 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 Inspector".

SC-6.20.A. Change the first sentence of Paragraph 6.20.A by replacing the term "Owner" in the first sentence, with the term ", Owner and Inspector".

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 Inspector, 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, Inspector, 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 Inspector 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 Inspector, 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 Inspector 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 Inspector for any delay, disruption, interference, or hindrance caused by any other contractor.

SC-9.03

Add a new paragraph immediately after Paragraph 9.03.A that is to read as follows:

SC-9.03.B Inspector 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 regarding Inspector's actions. Inspector's dealings in matters pertaining to the Work in general shall be with Contractor keeping Owner advised as necessary. Inspector's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.

1. Duties and Responsibilities of Inspector:
 - a. Schedules: Review the Progress Schedule, Schedule of Submittals, and Schedule of Values prepared by Contractor and consult with Owner 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 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 Owner.
 - 2) Assist in obtaining from Owner 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 Owner of availability of Samples for examination.
 - 3) Advise Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Owner.
 - e. Review of Work, Rejection of Defective Work, Inspections, and Tests:
 - 1) Conduct observations of the Work in progress on the Site to assist Owner in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - 2) Report to Owner when Inspector 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 Owner of Work that Inspector 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 Owner 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 Owner.
- f. Interpretation of Contract Documents: Report to Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Owner.
- g. Modifications: Consider and evaluate Contractor's suggestions for modifications to Drawings or Specifications and report with Inspector's recommendations to Owner. Transmit to Contractor decisions issued by Owner.
- 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, Owner'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 Owner.
 - 3) Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- i. Reports:
- 1) Furnish Owner 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 Owner in advance of scheduled major tests, inspections, or start of important phases of the Work.
 - 3) Report immediately to 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 Owner, 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 and 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 Owner prior to final payment for the Work.
- l. Completion:
 - 1) Before Owner 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 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 Owner concerning acceptance of the Work.
- 2. The Inspector shall not:
 - a. Authorize any deviation from the Contract Documents or substitution of materials or equipment, including “or equal” items.
 - b. Exceed limitations of Owner’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 Owner 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 Owner and the other party to the Contract within 30 days after the start of such event (unless Owner 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 Owner and the claimant within 30 days after receipt of the claimant’s last submittal (unless Owner 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-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 Inspector, it must, if requested by Inspector, be Inspector’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 Inspector. 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 Owner'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-14.07.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-16.02 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), 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 Owner 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 Inspector 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 developed by Contractor or others in connection with the Work are, and will remain, the property of Owner, 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.
- 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
 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 ++

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 PURPOSE

- A. The purpose of this project is to remove and replace four (4) broken valves; remove and replace two (2) fire hydrant assemblies; remove and replace two (2) below grade air release valve assemblies; install two (2) insertable valves; and install one (1) line stop within the City of Venice's potable water distribution system.

1.02 REQUIREMENTS

- A. The Contractor shall furnish all labor, materials, equipment, tools, services, and incidentals to complete all work required by the Contract Documents.
- B. The Contractor shall perform the work complete, in place and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements, and restoration as required as the result of damage caused during construction.
- C. All materials, equipment, skills, tools, and labor that is reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by the Contract Documents shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The Contractor shall comply with all municipal, county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 PERMITS

- A. Unless otherwise stated in the Contract Documents, the Contractor shall obtain and pay for all construction permits and licenses. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- B. A City of Venice Right of Way Use Authorization is required for this project. The application fee will be waived by the City.
- C. A City of Venice Site Preparation Permit is required for this project. The application fee will be waived by the City.
- D. A Sarasota County Right of Way Use Permit is required for this project and will be obtained by the City.

1.04 GENERAL DESCRIPTION OF THE WORK

A. In general, the Work of this Contract consists of furnishing all material, labor, equipment, tools, services, and incidentals necessary for the replacement of four (4) broken valves, the replacement of two (2) broken fire hydrant assemblies, the replacement of two (2) below grade air release assemblies, the installation of two (2) insertable valves, and the installation of one (1) line stop assembly within the City of Venice's potable water distribution system. The Work shall also include but is not limited to mobilization/demobilization, preconstruction video, exploratory excavations, testing, and restoration. For each Bid Item, the Contractor shall comply with the following:

1. Valve Replacement: For each valve to be replaced, all materials associated with the existing valve shall be removed and disposed. A new gate valve or butterfly valve and appurtenances shall be installed in accordance with the Contract Documents and Sheet No. W-1: Gate Valve detail in "Standard Details, General Notes and Testing Requirements" (City of Venice Department of Engineering & Utilities, January 2016). All testing and materials necessary for a complete and operable valve assembly complying with all applicable standards and requirements and meeting the intent of the Contract Documents shall be provided by the Contractor.
2. Fire Hydrant Assembly Replacement: For each fire hydrant to be replaced, all materials associated with the fire hydrant assembly shall be removed and disposed (excluding hydrant tee). A new fire hydrant assembly and appurtenances shall be installed in accordance with the Contract Documents and Sheet No. W-2: Fire Hydrant Assembly detail in "Standard Details, General Notes and Testing Requirements" (City of Venice Department of Engineering & Utilities, January 2016). All testing and materials necessary for a complete and operable fire hydrant assembly complying with all applicable standards and requirements and meeting the intent of the Contract Documents shall be provided by the Contractor.
3. Air Release Valve Assembly Replacement: For each air release valve assembly to be replaced, all materials associated with the air release valve assembly shall be removed and disposed. A new below ground air release valve and appurtenances shall be installed in accordance the Contract Documents and Sheet No. U-2: Automatic Combination Air Release Valve detail in "Standard Details, General Notes and Testing Requirements" (City of Venice Department of Engineering & Utilities, January 2016). All testing and materials necessary for a complete and operable air release valve assembly complying with all applicable standards and requirements and meeting the intent of the Contract Documents shall be provided by the Contractor.
4. Insertable Valve Installation: For each insertable valve to be installed, a new insertable gate valve and appurtenances shall be installed in accordance with the Contract Documents. All testing and materials necessary for a complete and operable gate valve assembly complying with all applicable standards and requirements and meeting the intent of the Contract Documents shall be provided by the Contractor.
5. Line Stop Installation: For each line stop to be installed, a new line stop and

- appurtenances shall be installed and utilized to isolate a water main as required to facilitate the replacement of valve(s) and/or hydrant(s). Following the shutdown(s), the line stopper shall be removed and a completion plug and blind flange shall be installed. All work shall be in accordance with the Contract Documents. All testing and materials necessary for a complete and operable line stop complying with all applicable standards and requirements and meeting the intent of the Contract Documents shall be provided by the Contractor.
- B. The valves and fire hydrant assemblies to be replaced and the insertable valves and line stops to be installed under this Contract are summarized at the end of this Section in Table 01010-1.
1. The locations of existing valves and hydrants and piping configurations are shown on the maps and annotated photos included in the Contract Documents. The valves and hydrants to be replaced are indicated and approximate locations for installation of the insertable valves and line stops are shown.
 2. The Owner will use white paint to mark an "X" on each valve and hydrant in the field and the valve/hydrant number will be marked on adjacent pavement.
 3. The Contractor will be responsible for determining the precise locations for the installation of each insertable valve and line stop. The locations shall be reviewed and approved by the Owner prior to installation.

1.05 SEQUENCE OF WORK

- A. The time of Substantial Completion of the Work shall not exceed 90 days from the date of issuance of a Notice to Proceed.
- B. The time for final completion of the Work shall not exceed 105 days from the date of issuance of a Notice to Proceed.
- C. The general sequence of work is presented below. The Contractor shall be responsible for complying with all requirements of the Contract Documents and all other applicable requirements regardless of whether these requirements are presented here.
1. Upon notice of award, the Contractor shall prepare an initial schedule in accordance with Section 01310. This schedule shall be submitted to the Owner for review at the preconstruction meeting. No construction shall be permitted to begin prior to the Owner's review and approval of the Contractor's schedule. The schedule shall take into consideration the schedule restrictions presented in the Contract Document. **The Contractor's schedule shall allow for a minimum of two (2) calendar weeks for the Owner to review each submittal.**
 2. A preconstruction video shall be prepared in accordance with the Contract Documents for each location where Work is to be performed. The preconstruction

- video shall be reviewed and approved by the Owner prior to beginning exploratory excavations.
3. Exploratory excavations shall be completed at each location where Work is to be performed to verify existing conditions. If existing conditions differ from those presented in the Contract Documents, the Contractor shall propose necessary changes and review these with the Inspector, and shall then submit the proposed changes to the Owner for review.
 4. Upon completing exploratory excavations and approval of any necessary changes, the Contractor shall purchase or order all required materials.
 5. The Contractor shall notify the Owner in writing a minimum of five (5) business days (i.e., Monday through Friday, excluding City of Venice holidays) in advance when a shutdown is desired. The Contractor's written notice shall indicate the date of the shutdown, the time the shutdown is to begin, the area number (corresponding to the area number in the Contract Documents) of the shutdown, and the total number of boil water notices needed. The Owner will prepare boil water notices for the Contractor and have them ready for pickup by the Contractor at the City of Venice Reverse Osmosis Water Treatment Plant at 200 North Warfield Avenue, Venice, FL 34285.
 6. The Contractor shall distribute boil water notices to customers to be affected by a shutdown. The notices shall be distributed a minimum of 48 hours and a maximum of 72 hours in advance of the start of the shutdown.
 - a. Residential Customers: At a minimum, the Contractor shall provide door hangers to each affected residence.
 - b. Business Customers: The Contractor shall hand deliver boil water notices to all businesses and maintain a written record of the individual whom received the notice; door hangers are not acceptable.
 7. On the day of a shutdown, the Contractor shall notify the Owner and the Inspector a minimum of one (1) hour prior to the start of the shutdown. The Contractor shall again notify the Owner and the Inspector a minimum of one (1) hour prior to completing Work that requires a shutdown so that service may be restored to customers. The Owner shall operate each valve required for a shutdown; the Contractor shall not operate valves except those that the Contractor installed as part of this Contract.
 8. Bacteriological testing shall be completed. Upon receiving clearance from the testing laboratory, the Contractor shall immediately provide the test results via email to the Owner, the Inspector, and the plant operator.
 9. After being notified by the Owner, the Contractor shall distribute rescind notices.

10. The Contractor shall perform site restoration.
11. Upon the completion of all valve replacements and restoration, the Contractor shall schedule a punch list walk-through with the Owner and the Inspector. The purpose of the walk-through will be to identify items of Work that must be completed prior to the Final Completion Date.
12. The Contractor shall notify the Owner that all items on the punch list have been completed. After the Owner and Inspector have confirmed that all Work has been completed in accordance with the Contract Documents, the Final Completion Date will be established

1.07 WORK HOURS

- A. Construction Work shall not be permitted between the hours of 9:00 PM and 7:00 AM on weekdays, on weekends, or on City of Venice holidays unless stated herein or prior written approval is provided by the Owner.

1.08 EXPLORATORY EXCAVATIONS

- A. The Contractor shall perform exploratory excavation for each valve to verify existing conditions prior to purchasing or ordering materials. The Owner will not be providing any materials to the Contractor and will not accept materials for any materials purchased or ordered by the Contractor that are not part of the completed Work.
- B. If existing conditions deviate from those indicated in the Plans, the Contractor shall submit a proposal request to the Owner for review/approval within 48 hours of completion of the exploratory excavation at that site. The Contractor must discuss their proposed recommendations with the Inspector prior to submitting the proposal request to the Owner.
- C. Exploratory excavations shall not be left open overnight unless specific, written approval has been granted in advance by the Owner.

1.09 SHUTDOWN RESTRICTIONS

- A. One shutdown will be permitted for each of the five areas. The shutdowns shall be comply with scheduling requirements in Table 01010-1 at the end of this Section.

1.10 TESTING REQUIREMENTS

- A. General:
 1. The Contractor shall allow the Inspector to be present and observe all testing. The Owner may require the Contractor to repeat any tests that are not witnessed by the Contractor.

2. All testing shall be the responsibility of the Contractor at no additional cost to the Owner.
- B. Leakage Testing: The Contractor shall be responsible for visually inspecting of each newly installed valve, pipe, fitting, etc., to confirm no signs of leaks are present.
- C. Density Testing: **Density testing will be required at locations where material is placed in the limits of a roadway.** A minimum of one density test per lift of material placed shall be conducted. The Contractor shall be responsible for retaining the services of an independent soil testing contractor to perform the testing and shall provide certified copies of all test reports to the Owner.
- D. Bacteriological Testing: The Contractor shall be responsible for bacteriological sampling and testing and shall comply with the following requirements:
1. The Contractor shall abide by all FDOH rules and regulations.
 2. All samples shall be taken by the FDOH or an employee of a laboratory certified by the FDOH.
 3. A minimum of two (2) sets of bacteriological samples shall be taken for each shutdown, which shall include a minimum of one (1) on each side of each new fire hydrant assembly or valve or location where a valve was removed. The sampling locations shall be determined by the individual responsible for collecting the samples.
 4. Upon receiving clearance from the lab conducting the testing, the Contractor shall ensure that the results of the bacteriological testing are immediately provided to the Owner, the Inspector, and the plant operator.

1.11 RESTORATION REQUIREMENTS

- A. General: The Contractor shall restore all disturbed areas to nominal grade and replace any sidewalk, curb, roadway, driveways, mailboxes, sod, landscape materials, lighting, signs etc., removed or damaged to “as-found” or better condition as determined by the Owner. The Contractor shall be responsible for coordination of restoration efforts with the owner of the property. The quality of restoration Work shall be acceptable to the property owner and the Owner.
- B. Temporary Repairs: All damaged or disturbed structures, roadway pavement, driveways, other paved areas, fences, utilities, irrigation systems, traffic control devices, and any other existing facility shall be at least temporarily repaired, restored, or replaced immediately following construction efforts at that location. Temporary restoration shall mean putting the affected area back into a safe, usable condition.
- C. In no case shall trenches remain open overnight unless specific, written approval has been granted in advance by the Owner.

- D. For restoration within existing right of ways, restoration of all features within the project area disturbed during construction shall be in accordance with all applicable standards and standard details of the right of way owner.
- E. The Contractor shall also comply with the following requirements:
1. Driveways and Sidewalks: Restoration shall take place following existing panel segments and shall extend the full width of the sidewalk or driveway. The Contractor shall saw cut existing driveway or sidewalk pavement following existing panel segments. Removal of the required section shall not occur sooner than the same day that exploratory excavation is to occur or the Work is to be installed beneath it. The Contractor shall maintain full access to each property at all times. The Contractor shall re-grade and compact disturbed areas immediate after the Work is installed and shall provide suitable, safe, temporary walking surfaces where the sidewalk or driveway is removed within 24 hours of the removal of the existing section. The Contractor shall coordinate driveway construction and restoration with property owners. Property owners shall be provided with a notice of proposed method and schedule of construction and restoration a minimum of 72 hours prior to the commencement of construction activities affecting the property owner's driveways or sidewalks. Sidewalk restoration shall comply with all requirements of the owner (e.g., City of Venice, Sarasota County, FDOT).
 2. Roadways: Restoration shall take place for an entire lane width of the roadway and shall be a rectangular cut and repair. Materials and methods for pavement restoration shall conform to the requirements of the right of way owner (e.g., City of Venice, Sarasota County, FDOT). Pavement markings shall match existing pavement markings and shall comply with the requirements of FDOT Section 709 – Two Reactive Components Pavement Marking.
 3. Turf: Comply with the requirements of Section 02933 – Sodding.
 4. Trees, Shrubs, and Landscaping: The Contractor shall notify the owner 48 hours in advance of the removal of any trees, shrubs, or landscaping. No clearing shall occur and earth moving shall be mobilized to the site until the notice has been issued. The Contractor shall use a company that specializes in landscaping and is licensed to perform work in Sarasota County to perform all restoration to trees, shrubs, and landscaping.
 5. Irrigation Systems: The Contractor shall use a contractor with an irrigation specialty contractor's license certified by the Florida Construction Industry Licensing Board for all work related irrigation systems.

1.12 USE OF PREMISES

- A. The Contractor shall limit use of premises for work, for storage, and for access, to allow:
1. Property owner occupancy on owner's property.

2. Normal public use of public property, rights-of-way, etc.
 3. Access to private property.
- B. The Contractor shall be responsible for coordinate use of all premises occupied by the Contractor.
- C. The Contractor shall be fully responsibility for protection and safekeeping of products under this Contract.
- D. The Contractor shall be responsible for obtaining and paying for use of additional storage or work areas needed for operations under this Contract.

Table 01010-1. Summary of Work

Valve/ Hydrant #	Address/Location	Size	Road Maintained By	Work Included	Shutdown Restrictions
Area 1					
C00-0609	West side of Warfield Ave N, just north of E Venice Ave	8"	City	Remove existing gate valve	Shutdown shall occur on a weekday between the hours of 8:30 AM and 3:30 PM
NE 015	West side of Warfield Ave N, just north of E Venice Ave	6"	City	Remove and replace existing fire hydrant assembly	
Line Stop	West side of Warfield Ave N, between E Venice Ave and Calle De Toro	8"	City	Install line stop; line stop shall be installed prior to replacement of C00-0609 and NE 015	
C00-0659	West side of Warfield Ave S, just south of Camion St	6"	City	Install insertable valve; insertable valve shall be installed prior to replacement of C00-0609 and NE 015	
Area 2					
ARP01	Parking lot north of 405 Manatee Ct	12"	N/A (City easement)	Remove and replace existing below ground air release assembly (including manhole)	Shutdown shall occur on a weekday between the hours of 8:30 AM and 3:30 PM
N01-0336	Parking lot north of 405 Manatee Ct, just east of ARP01	12"	N/A (City easement)	Install insertable valve; insertable valve shall be installed prior to replacement of ARP01	

Table 01010-1. Summary of Work

Valve/ Hydrant #	Address/Location	Size	Road Maintained By	Work Included	Shutdown Restrictions
Area 3					Shutdown shall occur on single Monday or Tuesday night; shutdown shall be begin no earlier than 9:00 PM on a Monday or Tuesday and end no later than 8:00 AM on the following morning
C00-0605	Alley north of 120 Grove St S	4"	City	Remove and replace existing gate valve	
C00-0635	Southbound lane of Grove St S, just north of Cypress Ave	12"	City	Remove and replace existing gate valve with butterfly valve	
SE 011	222 Grove St S	6"	City	Remove and replace existing fire hydrant assembly	
Area 4					Shutdown shall occur on a weekday between the hours of 8:30 AM and 3:30 PM
N03-0610	642 Bird Bay Dr E, in area between Bird Bay S and Albee Farm Rd	6"	N/A (City-owned parcel)	Remove and replace existing gate valve; remove tree and stump	
Area 5					Shutdown shall occur on a weekday between the hours of 8:30 AM and 3:30 PM
ARP03	100 E Venice Ave	16"	County	Remove and replace existing below ground air release assembly (including manhole)	

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 GENERAL

- A. 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 his/her bid.
- B. Bid prices shall 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 the completion of the Work as shown on the plans or drawings and specified herein. The basis of payment for any item at the unit price shall be in accordance with the description of that item in this Section.
- C. The bid prices 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 Bid Items, he/she shall include the cost for that work in some other applicable Bid Item, so that his/her proposal for the project does reflect his/her total price for completing the Work in its entirety.
- D. Unless specifically listed as a Bid Item, no separate payment will be made for the following items and the costs of such Work shall be included in the applicable Bid Items:
 - 1. Clearing and grubbing.
 - 2. Stripping and stockpiling topsoil.
 - 3. Excavation of all material encountered including rock.
 - 4. Necessary pavement/slab removal, including but not limited to saw cutting and removing the entire thickness of the pavement/slab.
 - 5. Shoring and sheeting.
 - 6. Dewatering and disposal of surplus water including well point dewatering as directed by the Inspector or Owner.
 - 7. Backfill, compaction, and testing.
 - 8. Grading.
 - 9. Replacement or restoration of paved or unpaved roadways and grass and shrubbery plots outside of established pay limits.
 - 10. Replacement or restoration of curbing, gutter, sidewalk, and site restoration of any areas damaged during construction activities.
 - 11. Temporary facilities and controls during construction such as water/sanitary facilities, traffic control, and environmental protection, unless specifically provided for in a pay item.
 - 12. Removing and disposing of waste material due to construction.
 - 13. Cleanup.
 - 14. Refill materials, except as hereinafter specified.

15. Testing and placing systems in operation.
16. Any material or equipment required, installed, and/or used for tests.
17. Maintaining the existing quality of service during construction.
18. Utility notification and location and exploratory excavations for locating existing utilities.
19. Protection of existing utilities during construction.
20. Repair of existing utilities damage during construction.
21. Repair of utility service connections (including but not limited to sanitary sewer house laterals; potable water service lines; reclaimed water service lines; electric, cable, and telephone service lines) damaged during construction.
22. Repair of irrigation systems damaged during construction.
23. Repair and/or cleaning of storm sewers, inlets, and catch basins damaged or filled with sediment during construction.
24. Providing the services of an independent testing laboratory for materials and compaction testing (if required).
25. 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 (if required).
26. Cost to reproduce drawings, specifications, shop drawings, and reports for the Contractor's use and for submissions to the Owner.
27. Record drawings (if required).
28. Temporary fencing.
29. Dust control.
30. Noise suppression measures.
31. Holding/staying utility poles to facilitate construction.
32. Removing, relocating, and resetting existing street signage to facilitate construction.
33. Removing, relocating, and resetting mailboxes to facilitate construction.
34. Protection existing landscaping during construction.
35. Repairing and/or replacing existing landscaping damaged or repaired during construction.
36. All other appurtenant work as required for a complete and operable system.

1.02 MEASUREMENT

- A. For unit price items, the Contractor shall be paid for the actual amount of Work accepted during the period of construction. After the Work is completed and before final payment is made, the Inspector shall make final measurements to determine the quantities of the various items of Work accepted as the basis for final payment.
- B. Measurement and payment for lump sum bid items will be made based on a percentage of completion, as recommended by the Inspector and approved by the Owner on a monthly basis for each item listed on the Bid Form of the Contract Documents.
- C. All units of measurement shall be standard United States convention as applied to the individual items of Work as specified and as interpreted by the Inspector.

1.03 PAYMENT

- A. The Contractor may submit no more than one Application for Payment each calendar month. The frequency of the submittal of Applications for Payment will be established at the pre-construction meeting.
- B. Payment shall be made for the amount of approved and accepted Work performed during the previous requisition. Prior to the submittal of an Application for Payment, the Contractor shall meet with the Inspector and determine the quantities of unit price and/or lump sum price Work accomplished and/or completed since the previous requisition. Payment for measured quantities shall be made on the basis of the measured quantity times the unit price. Payment for lump sum pay items shall be based on percent complete.
- C. The Contractor shall prepare and sign each Application for Payment. Applications for Payment shall be submitted to the Owner for review.
- D. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given in the Contractor's bid proposal, the Contract unit prices will still prevail, except as provided in the Contract Documents
- E. No payment of any Application for Payment or of any retained percentage shall relieve the Contractor of his/her obligation to repair or replace any defective Work or to be responsible for all damage due to such defects during the construction period or warranty period.
- F. All payments shall be subject to correction in the final Application or Payment.

1.04 PAYMENT FOR MATERIAL DELIVERED

- A. No payment shall be made for materials delivered and not installed, unless specifically agreed upon by the Owner prior to delivery of such materials.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 PAY ITEMS

- A. Bid Item 1.0 – Color Audio-Video Preconstruction Record

Payment for all work included in this Bid Item shall be made at the contract lump sum price for preparing and submitting two (2) complete copies of the color audio-video preconstruction record in DVD format. Payment shall represent full compensation for all labor, materials, tools, and equipment necessary for the satisfactory completion of the color audio-video preconstruction record in accordance with the Contract Documents and delivery to the Owner.

No payment for this item will be made until the color audio-video preconstruction record has been reviewed and approved by the Owner.

BID ITEM	DESCRIPTION	UNIT
1.0	COLOR AUDIO-VIDEO PRECONSTRUCTION RECORD	LS

B. Bid Item 2.0 – Valve Replacement: Payment for all work included in these Bid Items shall be made at the contract lump sum price for removing and replacing each existing valve in the City of Venice’s potable water distribution system. Payment for each Bid Item shall represent full compensation for all labor, materials, tools, and equipment required to remove and dispose an existing valve and to furnish and install a new gate or butterfly valve, complete in place and ready for service in accordance with the Contract Documents. Payment for each Bid Item shall include but not be limited to the following:

- Required items listed in Paragraph 1.01 D. of this Section.
- Exploratory excavation for verifying existing conditions prior to purchasing or ordering materials.
- All necessary coordination with the Owner and the Inspector.
- All necessary notifications and coordination for/with residents, businesses, permitting agencies, etc.
- Saw cutting existing piping and removing existing valve, piping, and appurtenances as required for replacement of valve.
- Furnishing and installing new gate valve, piping, fittings, proper restraint, concrete valve pad, valve box, brass tag, and all other materials necessary for a complete valve installation.
- Disinfection, visual inspection, flushing, and bacteriological testing.
- Furnishing, installing, and testing required bedding, backfill, subbase, and base materials.
- All other labor, materials, tools, and equipment required for a complete valve installation and for the restoration of all disturbed items to conditions equal to or better than conditions prior to the commencement of construction.

Payment will be made at 75% of the applicable contract lump sum price upon installation and successful visual inspection of the valve assembly. Payment will be made at 90% of the applicable contract lump sum price for successful bacteriological testing. Payment will be made at 100% of the applicable contract lump sum price upon completion of restoration and acceptance by the Owner.

The services of a professional land surveyor and record drawings are not required for these Bid Items.

BID ITEM	DESCRIPTION	UNIT
2.1	REPLACE AREA 1 VALVE C00-0609 (8" GATE VALVE)	LS
2.2	REPLACE AREA 3 VALVE C00-0605 (4" GATE VALVE)	LS
2.3	REPLACE AREA 3 VALVE C00-0635 (12" BUTTERFLY VALVE)	LS
2.4	REPLACE AREA 4 VALVE N03-0610 (6" GATE VALVE)	LS

C. Bid Item 3.0 – Fire Hydrant Assembly Replacement: Payment for all work included in these Bid Items shall be made at the contract lump sum price for removing and replacing each existing fire hydrant assembly in the City of Venice’s potable water distribution system. Payment for each Bid Item shall represent full compensation for all labor, materials, tools, and equipment required to remove and dispose an existing fire hydrant assembly and to furnish and install a new fire hydrant assembly, complete in place and ready for service in accordance with the Contract Documents. Payment for each Bid Item shall include but not be limited to the following:

- Required items listed in Paragraph 1.01 D. of this Section.
- Exploratory excavation for verifying existing conditions prior to purchasing or ordering materials.
- All necessary coordination with the Owner and the Inspector.
- All necessary notifications and coordination for/with residents, businesses, permitting agencies, etc.
- Removing existing fire hydrant, associated gate valve, piping, and appurtenances (extending to but not including the hydrant tee unless otherwise specified) as required for replacement of fire hydrant assembly.
- Furnishing and installing new fire hydrant, gate valve, piping, fittings, proper restraint (including restraining new valve and/or pipe to existing tee), concrete valve pad, valve box, brass tag, and all other materials necessary for a complete fire hydrant installation.
- Disinfection, visual inspection, flushing, and bacteriological testing.
- Furnishing, installing, and testing required bedding, backfill, subbase, and base materials.
- All other labor, materials, tools, and equipment required for a complete fire hydrant assembly installation and for the restoration of all disturbed items to conditions equal to or better than conditions prior to the commencement of construction.

Payment will be made at 75% of the applicable contract lump sum price upon installation and successful visual inspection of the fire hydrant assembly. Payment will be made at 90% of the applicable contract lump sum price for successful bacteriological testing. Payment will be made at 100% of the applicable contract lump sum price upon completion of restoration and acceptance by the Owner.

The services of a professional land surveyor and record drawings are not required for these Bid Items.

BID ITEM	DESCRIPTION	UNIT
3.1	REPLACE AREA 1 FIRE HYDRANT ASSEMBLY NE 015 (INCLUDING HYDRANT TEE)	LS
3.2	REPLACE AREA 3 FIRE HYDRANT ASSEMBLY SE 011 (NOT INCLUDING HYDRANT TEE)	LS

D. Bid Item 4.0 – Air Release Valve Assembly Replacement: Payment for all work included in these Bid Items shall be made at the contract lump sum price for removing and replacing each existing air release valve assembly in the City of Venice’s potable water distribution system. Payment for each Bid Item shall represent full compensation for all labor, materials, tools, and equipment required to remove and dispose an existing air release valve assembly and to furnish and install a new air release valve assembly, complete in place and ready for service in accordance with the Contract Documents. Payment for each Bid Item shall include but not be limited to the following:

- Required items listed in Paragraph 1.01 D. of this Section.
- Exploratory excavation for verifying existing conditions prior to purchasing or ordering materials.
- All necessary coordination with the Owner and the Inspector.
- All necessary notifications and coordination for/with residents, businesses, permitting agencies, etc.
- Removing existing air release valve and appurtenances, manhole, and water main as required for replacement of air release valve assembly.
- Furnishing and installing new air release valve; precast concrete manhole; manhole frame and cover; stainless steel piping, ball valve, and fittings; Sch. 40 PVC pipe and fittings; C-900/C-905 PVC piping and fittings; couplings; proper restraint; and all other materials necessary for a complete below ground air release valve assembly installation.
- Disinfection, visual inspection, flushing, and bacteriological testing.
- Furnishing, installing, and testing required bedding, backfill, subbase, and base materials.
- All other labor, materials, tools, and equipment required for a complete air release valve assembly installation and for the restoration of all disturbed items to conditions equal to or better than conditions prior to the commencement of construction.

Payment will be made at 75% of the applicable contract lump sum price upon installation and successful visual inspection of the air release valve assembly. Payment will be made at 90% of the applicable contract lump sum price for successful bacteriological testing. Payment will be made at 100% of the applicable contract lump sum price upon completion of restoration and acceptance by the Owner.

The services of a professional land surveyor and record drawings are not required for these Bid Items.

BID ITEM	DESCRIPTION	UNIT
4.1	REPLACE AREA 2 AIR RELEASE VALVE ASSEMBLY ARP01	LS
4.2	REPLACE AREA 5 AIR RELEASE VALVE ASSEMBLY ARP03	LS

E. Bid Item 5.0 – Insertable Valve Installation: Payment for all work included in these Bid Items shall be made at the contract lump sum price for installing each insertable valve in the City of Venice’s potable water distribution system. Payment for each Bid Item shall represent full compensation for all labor, materials, tools, and equipment required to furnish and install a new insertable valve, complete in place and ready for service in accordance with the Contract Documents. Payment for each Bid Item shall include but not be limited to the following:

- Required items listed in Paragraph 1.01 D. of this Section.
- Exploratory excavation for verifying existing conditions prior to purchasing or ordering materials.
- All necessary coordination with the Owner and the Inspector.
- All necessary notifications and coordination for/with residents, businesses, permitting agencies, etc.
- Furnishing and installing new insertable valve, fittings, proper restraint, concrete valve pad, valve box, brass tag, and all other materials necessary for a complete valve installation.
- Disinfection, visual inspection, flushing, and bacteriological testing.
- Furnishing, installing, and testing required bedding, backfill, subbase, and base materials.
- All other labor, materials, tools, and equipment required for a complete valve installation and for the restoration of all disturbed items to conditions equal to or better than conditions prior to the commencement of construction.

Payment will be made at 75% of the applicable contract lump sum price upon installation and successful visual inspection of the valve assembly. Payment will be made at 90% of the applicable contract lump sum price for successful bacteriological testing. Payment will be made at 100% of the applicable contract lump sum price upon completion of restoration and acceptance by the Owner.

The services of a professional land surveyor and record drawings are not required for these Bid Items.

BID ITEM	DESCRIPTION	UNIT
5.1	INSTALL AREA 1 INSERTABLE VALVE C00-0659 (6")	LS
5.2	INSTALL AREA 2 INSERTABLE VALVE N01-0336 (12")	LS

F. Bid Item 5.0 – Line Stop Installation: Payment for all work included in these Bid Items shall be made at the contract lump sum price for installing each line stop installed in the

City of Venice’s potable water distribution system. Payment for each Bid Item shall represent full compensation for all labor, materials, tools, and equipment required to furnish and install a line stop complete in place and ready for service in accordance with the Contract Documents, to utilize the line stop to isolate a water main as required to facilitate the replacement of valve(s) and/or hydrant(s), and to remove the line stopper and install a completion plug and blind flange following the work requiring the line to be isolated. Payment for each Bid Item shall include but not be limited to the following:

- Required items listed in Paragraph 1.01 D. of this Section.
- Exploratory excavation for verifying existing conditions prior to purchasing or ordering materials.
- All necessary coordination with the Owner and the Inspector.
- All necessary notifications and coordination for/with residents, businesses, permitting agencies, etc.
- Furnishing and installing new line stop, completion plug and blind flange, fittings, proper restraint, and all other materials necessary for a line stop installation.
- Disinfection, visual inspection, flushing, and bacteriological testing.
- Furnishing, installing, and testing required bedding, backfill, subbase, and base materials.
- All other labor, materials, tools, and equipment required for a complete line stop installation and for the restoration of all disturbed items to conditions equal to or better than conditions prior to the commencement of construction.

Payment will be made at 75% of the applicable contract lump sum price upon installation and successful visual inspection of the line stop assembly (including completion plug and blind flange). Payment will be made at 90% of the applicable contract lump sum price for successful bacteriological testing. Payment will be made at 100% of the applicable contract lump sum price upon completion of restoration and acceptance by the Owner.

The services of a professional land surveyor and record drawings are not required for these Bid Items.

BID ITEM	DESCRIPTION	UNIT
6.0	INSTALL AREA 1 LINE STOP (8")	LS

G. Bid Item 7.0: Mobilization and Demobilization: Payment for this item shall be made at the contract lump sum price for mobilization and demobilization. This price shall be full compensation for all costs incurred for preparatory work and final close-out. Payment for each Bid Item shall include but not be limited to the following:

- Obtaining and paying fees for bonds and insurance.
- Obtaining, complying with, and closing out permits.
- Meetings, including but not limited preconstruction meeting and punch list walk-through.

- Submittals required prior for the first month of construction.
- Preparing and maintaining an up-to-date schedule.
- The movement of personnel, equipment, and supplies to and from the project site.
- Site safety.
- The establishment of facilities necessary for work on the project.
- Final cleanup.
- Incidentals not paid for under other Bid Items.
- All other work and operations that must be performed prior to beginning work on the various Bid Items.
- All other work and operations that must be performed prior to Final Completion not paid for under other Bid Items.

The lump sum price shall be not exceed seven and one half percent (7.5%) of the total of Bid Items 1.0 – 6.1.

Payment will be made at 75% of the applicable contract lump sum price upon successful completion of all items associated with mobilization. Payment will be made at 100% of the applicable contract lump sum price upon Final Completion.

BID ITEM	DESCRIPTION	UNIT
7.0	MOBILIZATION AND DEMOBILIZATION	LS

H. Owner's Allowance: This price shall include minor increases to existing bid item quantities or minor modification items not bid which were unforeseen and necessary during construction to provide a safe, complete project in accordance with the Contract Documents. In general, this item is for unanticipated conflicts and/or design changes required during construction which are necessary to complete the project without changing the initial Scope of Work and without costly delays.

Authorization for use of any of this Bid Item shall be made by the Owner in writing prior to performing the associated work. Payment for all work included under this Bid Item will be in the amount mutually agreed to by the Owner and Contractor as indicated in writing on a properly authorized form prepared by the Owner and signed and dated by both the Contractor and Owner.

BID ITEM	DESCRIPTION	UNIT
8.0	OWNER'S ALLOWANCE	LS

END OF SECTION

SECTION 01026
APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Prepare Applications for Payment in accordance with the requirements of this Section and submit to the Owner for review and approval.
- B. The Contractor shall submit the proposed Application for Payment form to the Owner for review and approval prior to submittal of the first Application for Payment.

1.02 FORMAT

- A. Applications for payment shall include the following:
 - 1. Contractor's name and address.
 - 2. The name of the project.
 - 3. The PO number.
 - 4. The time period for the current application for payment.
 - 5. A summary of the work performed, presented in tabular format.
 - a. The tabular summary of work shall include a row for each Bid Item and each executed Change Order. It shall include columns detailing the following for each Bid Item and each executed Change Order:
 - i. The total amount of work included in the contract.
 - ii. The total amount of work completed under previous requisitions (including percentage complete for lump sum items and value).
 - ii. The total work competed under the current requisition (including percentage complete for lump sum items and value).
 - iii. The total work completed to date (including percentage complete for lump sum items and value).
 - 6. Total amount due for the application for payment.
- B. The Contractor shall submit the format to be used to the Owner for review and approval a minimum of two (2) weeks prior to the submittal of the first application for payment.

1.03 PREPARATION OF APPLICATIONS

- A. Review the Application for Payment with the Inspector.

- B. Type required information and execute certification by signature of authorized officer.
- C. Submit Application for Payment to the Owner for approval and payment.
- D. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount the same as for an original item of the Work.
- E. Prepare final Application for Payment in accordance with the requirements of Section 01701.

1.04 SUBMITTAL PROCEDURES

- A. Submit each Application for Payment to the Owner digitally in PDF format.
- B. Applications for Payment submitted more frequently than once per calendar month will be rejected.

1.05 SUBSTANTIATING DATA

- A. The Contractor shall promptly submit substantiating information justifying line item amounts when requested by the Owner.
- B. Substantiating data shall be submitted digitally in PDF format. Substantiating data shall be submitted with a completed submittal cover sheet. Submittal shall show application for payment number and date and line item by number and description.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01027
CHANGE ORDER PROCEDURES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Promptly implement change order procedures.
 - 1. Provide full written data required to evaluate the time and associated costs of changes.
 - 2. Maintain detailed records of work done on a time-and-material basis.
 - 3. Provide full documentation to the Owner.

1.02 DEFINITIONS

- A. Change Order: See General Conditions and Supplementary Conditions.
- B. Work Directive Change: A written order to the Contractor, signed by Owner, which amends the Contract Documents as described, and authorizes the Contractor to proceed with a change which affects the Contract Price or the Contract Time, for inclusion in a subsequent Change Order.
- C. Field Order: The Owner may issue, as required, a written order, instructions, or interpretations, signed by the Owner making minor changes in the Work not involving a change in Contract Price or Contract Time.

1.03 PRELIMINARY PROCEDURES

- A. The Owner may initiate changes by submitting a proposal request to Contractor. Such request is for information only, and is not an instruction to execute the changes, nor to stop the Work in progress. Request shall include:
 - 1. Detailed description of the change, products, and location of the change in the project.
 - 2. Supplementary or revised Plans and/or Specifications.
 - 3. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.
 - 4. A specific period of time during which the requested price shall be considered valid.
- B. The Contractor may initiate changes by submitting a written notice to Owner, containing:
 - 1. Description of the proposed changes.

2. Statement of the reason for making the changes.
3. Statement of the effect on the Contract price and the Contract time.
4. Statement of the effect on the Work of subcontractors or other contractors.
5. Documentation supporting any change in Contract price and/or Contract time.

1.04 WORK DIRECTIVE CHANGE

- A. In lieu of proposal request, the Owner may issue a Work Directive Change ordering the Contractor to proceed with a change for subsequent inclusion in a Change Order.
- B. The Work Directive Change shall describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and shall designate the method of determining any change in the Contract price and/or Contract time.
- C. The Owner will sign and date the Work Directive Change as authorization for the Contractor to proceed with the changes.
- D. The Contractor shall sign and date the Work Directive Change to indicate agreement with the terms therein.

1.05 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. The Contractor shall provide substantiating data for each quotation for a lump sum proposal and for each unit price which has not previously been established. Substantiating data shall include but not be limited to labor, equipment, overhead, and profit to allow the Owner to evaluate the quotation. The Owner may require that the Contractor provide receipts and time records to substantiate costs.
- B. On request provide additional data to support time and cost computations, the Contractor shall provide the following as requested:
 1. Labor required.
 2. Equipment required.
 3. Products required.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 4. Taxes, insurance and bonds.

5. Credit for work deleted from Contract, similarly detailed and documented.
 6. Overhead and profit.
 7. Justification for any change in Contract time. Justification shall include a revised project schedule identifying the impact of the change.
- C. The Contractor shall support each claim for additional costs and for Work done on a time-and-material basis with documentation as required for a lump-sum proposal, plus additional information:
1. Name of the Owner's authorized agent who ordered the Work and date of the order.
 2. Dates and times work was performed, and by whom.
 3. Time record, summary of hours worked, and hourly rates paid (Certified Payroll).
 4. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use, and hourly rates.
 - b. Products used, listing of quantities, and receipted bills.
 - c. Subcontractors billings and description of work performed.
- D. Document requests for substitutions for products shall be submitted as specified in Section 01630.

1.06 PREPARATION OF CHANGE ORDERS

- A. The Owner shall prepare each Change Order.
- B. Change Order Form: As provided in this Section.
- C. Change Order shall describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- D. Change Order shall provide an accounting of the adjustment in the Contract price and/or Contract time.

1.07 LUMP-SUM OR FIXED PRICE CHANGE ORDER

- A. Content of Change Orders shall be based on, either:
 1. The Owner's proposal request and Contractor's responsive proposal as mutually agreed between Owner and Contractor.

2. The Contractor's proposal for a change, as recommended by Owner.
- B. The Owner shall sign and date the Change Order as authorization for the Contractor to proceed with the changes.
- C. The Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

1.08 UNIT PRICE CHANGE ORDER

- A. Content of Change Orders shall be based on one of the following:
 1. The Owner's definition of the scope of the required changes.
 2. The Contractor's proposal for a change, as recommended by Owner.
 3. Measurement of completed work.
- B. The amounts of the unit prices to be either:
 1. Those stated in the Contract Documents.
 2. Those mutually agreed upon between Owner and Contractor.
- C. When quantities of each of the items affected by the Change Order can be determined prior to start of the Work:
 1. The Owner will sign and date the Change Order as authorization for Contractor to proceed with the changes.
 2. The Contractor shall sign and date the Change Order to indicate agreement with the terms therein.
- D. When quantities of the items cannot be determined prior to start of the Work:
 1. The Owner shall issue a Work Directive Change directing the Contractor to proceed with the change on the basis of unit prices, and shall cite the applicable unit prices.
 2. At completion of the change, the Owner shall determine the cost of such work based on the unit prices and quantities used. The Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Contract Time.
 3. The Owner will sign and date the Change Order as authorization.

4. The Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

1.09 TIME AND MATERIAL WORK DIRECTIVE CHANGE AND CHANGE ORDER

- A. The Owner will issue a Work Directive Change directing the Contractor to proceed with the changes.
- B. At completion of the change, the Contractor shall submit itemized accounting and supporting data as provided in Paragraph 1.05 of this Section.
- C. The Owner shall recommend the allowable cost of such Work.
- D. The Owner will sign and date the Change Order as authorization.
- E. The Contractor shall sign and date the Change Order to indicate their agreement therewith.

1.10 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise Schedule of Values and Application for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Price.
- B. Periodically revise the Construction Schedule to reflect each change in Contract time. Revise sub-schedules to show changes for other items of Work affected by the changes.
- C. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

CHANGE ORDER NO. _____

Project: _____ **Owner's Contract No.:** _____

Date of Issuance: _____ **Effective Date:** _____

Owner: _____

Contractor: _____

The Contractor is directed to make the following changes in the Contract Documents:

Description: _____

Attachments: _____

Change in Contract Price:	Change in Contract Times:
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Final Completion: _____ Days or Dates
Contract Price Prior to this Change Order: \$ _____	Contract Time Prior to this Change Order: Substantial Completion: _____ Final Completion: _____ Days or Dates
Net Increase/Decrease of this Change Order: \$ _____	Net Increase/Decrease of this Change Order: Days: _____
Contract Price with all Approved Change Orders: \$ _____	Contract Times with all approved Change Orders Substantial Completion: _____ Final Completion: _____ Days or Dates

Recommended:

Approved:

By: _____
Owner/Contractor (Circle One)
(Authorized Signature)

By: _____
Owner/Contractor (Circle One)
(Authorized Signature)

Date: _____ Date: _____

SECTION 01040
CONTRACT COORDINATION

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Coordination of the Work required by the Contract.

1.02 DESCRIPTION

- A. Coordinate scheduling, submittals, and Work of the various Sections of Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.

1.03 MEETINGS

- A. Hold coordination meetings and pre-installation conferences with personnel and subcontractors to assure coordination of Work.

1.04 COORDINATION OF SUBMITTALS

- A. Schedule and coordinate submittals as specified in Section 01340.
- B. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing equipment in service.
- C. Coordinate requests for substitutions from all subcontractors to assure compatibility of space, of operating elements, and effect on Work of other Sections.

1.05 COORDINATION OF CONTRACT CLOSEOUT

- A. Coordinate completion and cleanup of Work in preparation for the closeout of the Contract.
- B. Coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, in a manner that minimizes disruption of the activities of the Owner and property owners.
- C. Assemble and coordinate closeout submittals specified in Section 01701.

1.06 COORDINATION WITH OTHER CONTRACTORS

- A. Cooperate with other contractors working within the same site or on adjacent sites.
- B. Coordinate the Work of this Contract with other contractors so as not to interfere with or hinder the progress or completion of the work being performed by other contractors.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01045
CUTTING AND PATCHING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Cutting and patching included in the Work

1.02 DESCRIPTION

- A. Execute cutting, fitting, and patching to complete the Work, and to:
 1. Fit the several parts together, to integrate with other Work.
 2. Uncover Work to install ill-timed Work.
 3. Remove samples of installed Work for testing.
 4. Provide openings for penetrations of mechanical and electrical Work.

1.03 SUBMITTALS

- A. Submit written notice to Owner in advance of cutting or alteration which affects:
 1. Structural integrity of any element.
 2. Integrity of weather-exposed or moisture-resistant element.
 3. Efficiency, maintenance, or safety of any operational element
 4. Visual qualities of sight-exposed elements.
 5. Work of the Owner or separate contractor.
- B. Include the following in written notice:
 1. Identification of project.
 2. Location and description of affected Work.
 3. Necessity for cutting or alteration.
 4. Description of proposed Work and products to be used.
 5. Alternatives to cutting and patching.

6. Date and time Work will be executed.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Those required for original installation
- B. For any change in materials, submit request for substitution in accordance with Section 01630.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
- B. After uncovering, inspect conditions affecting performance of Work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Provide supports to assure structural integrity of surroundings. Provide devices and methods to protect other portions of Project from damage.
- B. Provide protection from elements for areas which may be exposed by Work; maintain excavations free of water.

3.03 PERFORMANCE

- A. All cutting and patching Work shall be performed by and shall be the responsibility of the Contractor. Subcontractors are not responsible for any cutting or patching under this Contract.
- B. Execute Work using methods that avoid damage to other Work and that will provide proper surfaces to receive patching and finishing.
- C. Restore Work with new products in accordance with requirements of the Contract Documents.
- D. Fit work airtight and/or watertight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- E. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

END OF SECTION

SECTION 01060
EXCAVATION – SUNSHINE 811

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall comply with all regulations and laws concerning excavation, demolition, and use of explosives in any public way, public utility company right-of-way or easement, or privately owned land under which any public utility company maintains facilities.

1.02 REQUIREMENTS

- A. Utility Underground Plant Damage Prevention Authority: Sunshine State One Call (Sunshine 811) is the Utility Underground Plant Damage Prevention Authority in Florida.
 - 1. Not all utilities are members of Sunshine State One Call.
- B. The telephone number for Sunshine State One Call is 811.
 - 1. Dialing 811 will not work to contact Sunshine State One Call if the call is made from a phone network that requires dialing 9 or another number before connecting to an outside network.
- C. The Contractor shall notify Sunshine State One Call of contemplated excavation, demolition, and use of explosives in public or private ways and in any utility company right of way or easement.
- D. The Contractor shall also notify all non-members of Sunshine State One Call of contemplated excavation, demolition, and use of explosives in public or private ways and in any utility company right of way or easement.
- E. Notification of Sunshine State One Call and non-members of Sunshine State One Call shall be made at least forty-eight (48) hours (two business days) prior to the work, but not more than five (5) days before the contemplated work. Such notice shall include the name of the street or the route number of said way and an accurate description of the location and nature of the proposed work. Utilities contacted are required to respond to the notice within forty-eight (48) hours (two business days) from the time said notice is received by designating at the specified site the location of pipes, mains, wires, or conduits.
- F. The Contractor shall not commence Work until all utilities have responded as noted above. The Work shall then be performed in such a manner and with reasonable precautions taken to avoid damage to utilities under the surface in said areas of Work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01200
PRECONSTRUCTION/PROJECT MEETINGS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor participation in preconstruction conferences.
- B. Contractor participation in progress meetings.

1.02 PRECONSTRUCTION CONFERENCE

- A. The Owner schedule preconstruction conference within 15 calendar days after Notice to Proceed.
- B. Attendance: The Owner, the Inspector, the Contractor, and representatives of federal, state, and local agencies as necessary.
- C. Sample Agenda:
 - 1. Introductions.
 - 2. Designation of responsible personnel.
 - 3. Distribution of Contract Documents
 - 4. Review of scope of work.
 - 5. Review of list of subcontractors, list of products proposed for installation (in accordance with Section 01630), schedule of values, and progress schedule.
 - 6. Scheduling and critical Work sequencing.
 - 7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal requests, change orders, and Contract closeout procedures.
 - 8. Coordination with other contracts and/or Work.
 - 9. Use of premises by the Owner, the Contractor, and individual property owners.
 - 10. Field engineering.
 - 11. Project inspection.
 - 12. Requirements of railroads, highway departments, other agencies and utility companies.

13. Rights-of-way and easements.
14. Security and housekeeping procedures.
15. Payments to the Contractor.
16. Procedures for testing.
17. Procedures for maintaining record documents.
18. Substantial Completion of the Work.
19. Final completion of the Work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01310
PROGRESS SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Procedures for preparation and submittal of construction progress schedules and periodic updating.

1.02 FORMAT

- A. Prepare schedules as a horizontal bar chart or network with separate bar or node for each major portion of Work or operation (**at a minimum, each Bid Item**), identifying first work day of each week and identifying each portion of the Work that is critical to timely project completion. All project scheduling shall be prepared using critical path method analysis.
- B. Sequence of Listings: The chronological order of the start of each item of Work.
- C. Scale and Spacing: Provide space for notations and revisions.
- D. Minimum Sheet Size: 8-1/2 inches x 11 inches.
- E. Maximum Sheet Size: 11 inches x 17 inches.

1.03 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction. Activities shall, at a minimum, included each Bid Item from the Bid Form or an explanation why a Bid Item is not included as an activity.
- B. Identify work of separate stages and other logically grouped activities.
- C. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the last day of each month.
- D. Provide separate schedule of submittal dates for shop drawings, product data and samples, and dates reviewed submittals will be required from the Owner. Show decision dates for selection of finishes when necessary.
- E. The Contractor shall not manipulate float time which results in a schedule that varies substantially from the contract time allowed in these Contract Documents.

1.04 REVISIONS TO SCHEDULES

- A. General: The Contractor shall be responsible for complying with the construction Progress Schedule reviewed and approved by the Owner. The Contractor shall promptly update and submit a revised progress schedule at any time when the Contractor's schedule changes. The Owner will not be responsible for delays caused by the Contractor's failure to comply with these requirements.
- B. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
- C. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
- D. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.

1.05 SUBMITTALS

- A. Submit initial schedule at the preconstruction conference. After review, resubmit required revised schedule within seven (7) calendar days.
- B. Submit current progress schedule for review with each application for payment, indicating progress of each activity to the date of the application for payment.
- C. Submit revised progress schedule at any time the Contractor's schedule changes.
- D. Submit schedules either in PDF format or four (4) hard copies.

1.06 DISTRIBUTION

- A. Distribute copies of reviewed schedules to job site file, subcontractors, suppliers, and other concerned entities.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01340
SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Procedures for submittals.
- B. Schedule of submittals.

1.02 GENERAL SUBMITTAL REQUIREMENTS

- A. **The Contractor shall use and complete the submittal form included at the end of this Section for each submittal.** Submittals made without the required submittal form included at the end of this Section and/or which do not clearly identify the Section and/or Drawing number will be returned without review. It is the Contractor's responsibility to make clearly identified submittals.
- B. The Owner will designate a submittal number upon receipt and will maintain a log of submittals.
- C. If similar or identical submittal material can be submitted under more than one Section, the Contractor shall make separate, clearly identified submittals for each Section. Submittal materials for any Section shall be complete for that Section; partial submittals are unacceptable.
- D. Apply Contractor's stamp, signed certifying to review, verification of products, field dimensions and field construction criteria, and coordination of information with requirements of Work and Contract Documents.
- E. Coordinate submittals into logical groupings to facilitate interrelation of the several items:
 - 1. Finishes that involve the Owner's selection of colors, textures, or patterns.
 - 2. Associated items that require correlation for efficient function or for installation.
- F. Submit shop drawings and product data to the Owner either in electronically in PDF format or provide four (4) complete hard copies. Each submittal, whether in PDF or hard copy format, shall include all required information as a single file or bound package.
- G. Submit number of samples required by individual specification sections.
- H. Review by the Owner of any deviation in material, workmanship, or equipment proposed subsequent to approval of the shop drawings, samples, or design data shall be requested in writing by the Contractor.

1.03 SHOP DRAWINGS

- A. Present in a clear and thorough manner. Title each drawing with project name and number; identify each element of drawings by reference to sheet number, detail, and schedule of Contract Documents.
- B. Identify field dimensions; show relation to adjacent or critical features or Work or products. Identify materials and finishes.
- C. Minimum Sheet Size: 8-1/2 inches x 11 inches.
- D. Maximum Sheet Size: 24 inches x 36 inches.

1.04 PRODUCT DATA

- A. Submit only pages which are pertinent; mark each copy of standard printed data to identify pertinent products, referenced to Section and Paragraph number. Show reference standards, performance characteristics, and capacities; wiring and piping diagrams and controls; component parts; materials; finishes; dimensions; and required clearances. Provide Material Safety Data Sheets required by OSHA for all chemicals to be supplied under this Contract.
- B. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.
- C. Provide manufacturer's preparation, assembly, delivery, storage, installation, startup, adjusting, and finishing instructions.

1.05 SAMPLES

- A. Submit full range of manufacturer's standard finishes, except when more restrictive requirements are specified, indicating colors, textures, and patterns, for Owner's selection.
- B. Submit samples to illustrate functional characteristics of products, including parts and attachments.
- C. Acceptable samples which may be used in the Work are indicated in the Specification Section.
- D. Label each sample with identification required for transmittal letter.
- E. Provide field samples of finishes at project, at location acceptable to the Owner, as required by individual Specification Sections. Install each sample complete and finished. Acceptable finishes in place may be retained in completed Work.

- F. Those provisions of Paragraph 1.03 that relate to submittal identification and completeness are applicable for sample submittal.

1.06 CONTRACTOR REVIEW

- A. Review submittals prior to transmittal; determine and verify field measurements, field construction criteria, manufacturer's catalog numbers, and conformance of submittal with requirements of Contract Documents.
- B. Coordinate submittals with requirements of the Work and of Contract Documents.
- C. Sign and date each sheet of shop drawings and product data, and each sample label to certify compliance with requirements of Contract Documents. Notify the Owner in writing at time of submittal of any deviations from requirements of Contract Documents.
 - 1. The Contractor shall identify the minor deviations with particularity. If the Owner determines these deviations to be other than minor, the submittal will be rejected and the Contractor must submit a request for substitute materials or equipment.
 - 2. The Owner's review and acceptance of shop drawings or samples shall not relieve the Contractor from responsibility for any variation from the requirements of the Contractor Documents unless the Contractor expressly brings each variation to the Owner's attention and the Owner has given written acceptance of each such variation by specific writing.
- D. Do not fabricate or ship products or begin Work that requires submittals until the Owner has reviewed and returned applicable submittals.
- E. The Contractor shall check and verify all field measurements and shall be responsible for prompt submission of all shop and working drawings so there shall be no delay in the Work.
- F. The Contractor shall be responsible for the delays and/or additional expenses that result from the Contractor's failure to submit a complete submittal and/or to identify portions of the submittal that does not conform to the specifications.

1.07 CITY REVIEW

- A. General: **The Contractor's schedule shall allow a minimum of 14 calendar days for the Owner to review and return each submittal.**

- B. The Owner will review each submittal and return it with the action required marked on it. The mark will be a self-explanatory action stamp, marked and executed to indicate whether submittal is accepted or returned for resubmittal.

- C. When marked for resubmittal, the Contractor shall not proceed with Work covered by submittal (purchasing, fabrication, delivery, or other activity). The Contractor shall revise the submittal or prepare a new submittal and resubmit in accordance with Owner's notations stating reasons for returning submittal. Repeat if necessary to obtain a different action marking.

1.08 RESUBMITTALS

- A. Make resubmittals under procedures specified for initial submittals; identify changes made since previous submittal.

1.09 DISTRIBUTION

- A. The Contractor shall duplicate and distribute reproductions of shop drawings, copies of product data, and samples, which bear the Owner's stamp to job site file, Record Documents file, subcontractors, suppliers, other affected contractors, and other entities requiring information.

1.10 SCHEDULE OF SUBMITTALS

- A. Shop drawings, product data, and sample submittals shall be made in a timely and logical fashion taking into account work scheduling and job progress.

- B. It is the Contractor's responsibility to prepare, coordinate, and review all submittals prior to delivery to Owner. The Owner will review each submittal and the first resubmittal at no cost to the Contractor. The Contractor shall reimburse the Owner for all reasonable costs associated with the Owner's, and his consultants, review of each subsequent resubmittal.

1.11 REVIEW QUALIFICATION

- A. Regardless of corrections made or acceptance of such drawings by the Owner, the Contractor shall nevertheless be responsible for the accuracy of such drawings and for their conformity to the Contract Documents. The Contractor shall notify the Owner in writing of any deviations at the time he furnishes such drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SUBMITTAL FORM

Submittal No. and Title: _____
(to be assigned by Owner)

1. The attached submittal covers materials or equipment specified under:

Spec. Section No. _____, titled _____
and/or
Drawing/Detail No. _____, titled _____

No Specification Sections or Drawings relate to this submittal (circle or cross through)

2. This submittal covers material or equipment that is: (circle one):

a. in full compliance with that specified

b. in compliance with that specified except for the attached minor deviations:

3. Contractor Certification:

Signature: _____

Title: _____

Company: _____

Date: _____

SECTION 01380
COLOR AUDIO-VIDEO PRECONSTRUCTION RECORD

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Prior to commencing construction, the Contractor shall have a continuous color audio-video electronic media site recording taken of the entire project site to serve as a record of preconstruction conditions.

1.02 CONSTRUCTION SCHEDULE

- A. Electronic media site recordings shall not be made more than 30 calendar days prior to construction.
- B. No construction shall begin prior to review and approval of the site recordings covering the construction area by the Owner.

1.03 SUBMITTALS

- A. The Contractor shall submit two (2) DVDs, each containing the color audio-video preconstruction record, complete. These DVDs will be retained by the Owner.

PART 2 PRODUCTS

2.01 GENERAL

- A. Each audio-video recording shall be saved on DVD media viewable on standard DVD players and computers. The DVD video recording shall produce bright, sharp, clear pictures with accurate colors and shall be free from distortion or any other form of picture imperfection. All DVD video recordings shall display on the screen the time of day, the month, day, and year of the recording. This time and date information must be continuously and simultaneously generated with the actual recording. The audio portion of the recording shall produce the commentary of the camera operator with proper clarity and be free from distortion.

2.02 EQUIPMENT

- A. Camera and Recorder: The video camera and recorder used in the electronic media site recordings shall be of industrial grade, consistent with current standards, and approved by the Owner. The camera shall be a high-resolution, color digital recorder with optical stabilization and 20X minimum optical magnification. The camera shall also have a minimum NTSC 525 lines resolution/60 fields/30 frames per second.

- B. Electronic Media: The DVD shall be original, previously unrecorded, blank media. If duplicate copies are required by the Owner, all copies shall be direct copies of the original DVD and marked as such.
- C. Wheeled Vehicles: Clearly mark any vehicles used for recording purposes with company's name and telephone number. Vehicles shall incorporate signs, flaggers, and lights as needed for safety purposes.

PART 3 EXECUTION

3.01 COVERAGE

- A. The recordings shall contain coverage of all surface features within the construction zone of influence. These features shall include, but not be limited to, all roadways, curbs, driveways, sidewalks, other pavements, retention ponds, railroad tracks, signs, culverts, headwalls, structures, retaining walls, landscaping, trees, turf, and fences. Of particular concern shall be the existence or non-existence of any faults, fractures, or defects. Panning, zoom-in, and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.

3.02 AUDIO RECORDING

- A. Accompanying the video recording of each electronic media presentation shall be a corresponding and simultaneously recorded audio recording. This audio recording, exclusively containing the commentary of the camera operator, shall assist in viewer orientation and in any needed identification, differentiation, clarification, or objective description of the features being shown in the video portion of the recording. The audio recording shall also be free from any conversation between the camera operator and any other participants.

3.03 ELECTRONIC MEDIA INDEXING

- A. All electronic media site recordings shall be permanently labeled and shall be properly identified by electronic media site recording number and project title.
- B. Electronic Media Site Recordings Log: Each electronic media site recording shall have a log of that recording's contents. The log shall describe the various segments of coverage contained on that recording (e.g., the site areas or easements, coverage beginning and end, directions of coverage, engineering stationing numbers when possible, and the date of recording).

3.04 TIME OF EXECUTION

- A. Visibility: All recording shall be performed during a time of good visibility; no recording shall be done during periods of significant precipitation, mist, or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subject and to produce sharp, bright recordings of those subjects.

3.05 CONTINUITY OF COVERAGE

- A. In order to insure the continuity of coverage, the coverage shall consist of a single continuous unedited recording which begins at one end of a particular construction area. However, where coverage is required in areas not accessible by conventional wheeled vehicles and smooth transport of the recording system is not possible, such coverage shall consist of an organized interrelated sequence of recordings at various positions along that proposed construction area (e.g., wooded easement area). Such coverage shall be obtained by walking or by a special conveyance approved by the Owner.

3.06 COVERAGE RATES

- A. The average rate of travel during a particular segment of coverage shall be directly proportional to the number, size, and value of the surface features within that construction area's zone of influence.
- B. Rate of speed in the general direction of travel of the vehicle used during videoing shall not exceed 75 feet per minute. Panning, zoom-in, and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.

3.07 CAMERA OPERATION

- A. Camera Height and Stability: When conventional wheeled vehicles are used as conveyances for the recording system, the vertical distance between the camera lens, and the ground shall not exceed 10 feet. The camera shall be firmly mounted such that transport of the camera during the recording process will not cause an unsteady picture.
- B. Camera Control: Camera pan, tilt, zoom-in, and zoom-out rate shall be sufficiently controlled such that recorded objects shall be clearly viewed during audio-video playback. In addition, all other camera and recording system controls, such as lens focus and aperture, video level, pedestal, chroma, white balance, and electrical focus shall be properly controlled or adjusted to maximize picture quality.
- C. Viewer Orientation Techniques: The audio and video portions of the recording shall maintain viewer orientation. To this end, overall establishing views of all visible house and business addresses shall be utilized. In areas where the proposed construction location will not be readily apparent to the electronic media viewer, highly visible yellow flags shall be placed by the Contractor in such a fashion as to clearly indicate the proposed center line of construction.

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. General quality control.
- B. Manufacturers' field services.

1.02 QUALITY CONTROL, GENERAL

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.

1.03 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances, more rigid standards, or more precise workmanship are specified.
- B. Perform Work using persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.04 MANUFACTURERS' INSTRUCTIONS

- A. Comply with manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, as appropriate.
- B. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from the Owner before proceeding.

1.05 MANUFACTURERS' CERTIFICATES

- A. As required by individual specification sections, submit manufacturers' certificates, in duplicate, that products meet or exceed specified requirements.

1.06 MANUFACTURERS' FIELD SERVICES

- A. As directed by the Owner and individual Specification Sections, manufacturers shall provide qualified personnel to observe field conditions; conditions of surfaces and installation; quality of workmanship; startup of equipment; and testing, adjusting, and balancing of equipment as applicable.

- B. Manufacturers' representatives shall submit written reports to the Owner listing observations, tests, and corrective measures.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DISPOSAL

- A. Remove waste materials, debris, and rubbish from site periodically and dispose of off-site in accordance with applicable local, state, and federal regulations.

END OF SECTION

SECTION 01560
TEMPORARY CONTROLS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Providing and maintaining methods, equipment, and temporary construction, as necessary to provide controls over environmental conditions at the construction site and related areas under Contractor's control.
- B. Removal of physical evidence of temporary facilities at completion of the Work.

1.02 DUST CONTROL

- A. Provide positive methods and apply dust control materials such as calcium chloride or water to minimize raising dust from construction operations, and provide positive means to prevent dust from dispersing into the atmosphere.

1.03 WATER CONTROL

- A. Provide methods to control surface water to prevent damage to the project, the site, or adjoining properties. Control fill, grading, and ditching to direct surface drainage away from excavations, pits, tunnels, and other construction areas and to direct drainage to proper disposal.
- B. Provide, operate, and maintain pumps and equipment of adequate capacity to control surface and water.
- C. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas in accordance with local, state, and federal regulations.

1.04 RODENT CONTROL

- A. Provide rodent control as necessary to prevent infestation of construction or storage area. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.
- B. Use rodenticide in full accordance with the manufacturer's printed instructions and recommendations, and local, state and federal regulations.

1.05 DEBRIS CONTROL

- A. Maintain all areas under the Contractor's control free of debris.

- B. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas, and along access roads and haul routes.
 - 1. Provide containers for deposit of debris.
 - 2. Prohibit overloading of trucks to prevent spillages on access and haul routes. Provide periodic inspection of traffic areas and enforce requirements.
 - 3. Schedule periodic collection and disposal of debris to prevent accumulation.

1.06 POLLUTION CONTROL

- A. Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by the discharge of noxious substances from construction operations.
- B. Provide equipment and personnel to perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids. Excavate and dispose of any contaminated earth in accordance with local, state, and federal regulations and replace with suitable compacted fill and topsoil.
- C. Take all appropriate measures to prevent harmful substances from entering surface waters and groundwater. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams or in sanitary or storm sewers.
- D. Provide systems to prevent dispersal of harmful pollutants into the atmosphere.

1.07 EROSION CONTROL

- A. Plan and execute construction and earth work by methods to control surface drainage from cuts and fills and from borrow and waste disposal areas to prevent erosion and sedimentation.
 - 1. Minimize areas of exposed bare soil.
 - 2. Provide temporary control measures such as berms, dikes, and drains.
- B. Construct fills and waste areas by selective placement to eliminate surface silts or clays which will erode.
- C. Periodically inspect earthwork to detect any evidence of the start of erosion. Apply corrective measures as required to control erosion.
- D. Construct sediment basins, diversion ditches, hay bale dikes, or such other erosion control devices to control runoff from any area subject to erosion during construction. All such precautionary measures including but not limited to construction of sediment basins, diversion ditches, benches, berms, hay bale dikes, or laying fiber matting on slopes until vegetation is established shall be at no extra cost to the Owner.

- E. Comply with all local, state, and federal permits and requirements.

1.08 TRAFFIC SAFETY

- A. Schedule construction and place excavated material so that vehicular and pedestrian traffic may be maintained at all times. The Contractor shall be responsible for obtaining required state and local highway opening/curb cut permits prior to commencing construction of work in a highway.
- B. Traffic shall be protected by barricades, warning, and advance warning signs. The placement and materials shall be in general compliance with the U.S. Department of Transportation's Manual on Uniform Traffic Control Devices, latest edition, and be subject to the approval of the Owner. If the Contractor operations cause traffic hazards, the Contractor shall repair the road surface, provide temporary ways, erect barricades or fences, and/or take other safety measures in accordance with local, state, and federal regulations.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01570
TRAFFIC CONTROL

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Providing, erecting, and maintaining all necessary barricades, lighting, signals, signs, traffic control devices, and employing uniformed officers and flagging personnel as required for the protection of the Work and safety of the public. The Work shall be done in strict accordance with the requirements of the governing authority and be in place prior to the commencement of construction.
- B. The Contractor's methods for routing of traffic during construction shall be presented for approval to the Owner and local and/or state highway department representative at the preconstruction conference.

PART 2 PRODUCTS

2.01 GENERAL

- A. All barricades, warning signs, lights, temporary signals, and other protective devices must conform to the Manual of Uniform Traffic Control Devices for Streets and Highways published by the U.S. Government Printing Office.

PART 3 EXECUTION

3.01 PERMITS

- A. All work in, upon, under, or across public streets and roads shall be accordance with the permit granted by the governing authority. Unless otherwise specified in the Contract Documents, it shall be the Contractor's responsibility to obtain and comply with the required permits.

3.02 UNIFORMED TRAFFIC OFFICER

- A. The Contractor shall make all arrangements with the local police department to obtain police assistance and shall pay all expenses incurred, including the wages of the police officers. The Contractor shall be required to employ flagging personnel to assist and/or supplement the uniformed traffic officer(s).
- B. The intent is to insure public safety by police direction of traffic. Police are not to serve as watchmen to protect the Contractor's equipment and materials.
- C. Nothing contained herein shall be construed as relieving the Contractor of any of the Contractor's responsibilities for protection of persons and property under the terms of the Contract.

3.03 REMOVAL

- A. Upon completion of the Work, the Contractor shall remove and dispose of all temporary materials and construction required under this Section.
- B. All areas and utilities shall be restored to original or specified conditions at the completion of the Work.

END OF SECTION

SECTION 01610
TRANSPORTATION AND HANDLING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Providing expeditious transportation and delivery of undamaged products to project site and on a schedule to avoid delay of the Work or work of other contractors.
- B. Providing equipment and personnel at the site to unload and handle products in a manner to avoid damage to products.

1.02 DELIVERY

- A. Arrange deliveries of products in accordance with construction schedules and in ample time to facilitate inspection prior to installation.
- B. Coordinate deliveries to avoid conflict with work, use of premises by individual property owners, and conditions at site.
- C. Deliver products in undamaged condition in original containers or packaging with identifying labels intact and legible.
- D. Partial deliveries of component parts of equipment shall be clearly marked to identify the equipment, to permit easy accumulation of parts, and to facilitate assembly.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 PRODUCT HANDLING

- A. Immediately upon delivery, the Contractor shall inspect each shipment to assure:
 - 1. Product complies with requirements of Contract Documents and reviewed submittals.
 - 2. Quantities are correct.
 - 3. Containers and packages are intact and labels are legible.
 - 4. Products are properly protected and undamaged.
- B. The Contractor shall expedite replacement of damaged products.

- C. The Contractor shall provide equipment and personnel necessary to handle products, including those provided by Owner, by methods to prevent soiling or damage to products or packaging.
- D. The Contractor shall provide additional protection during handling as necessary to prevent scraping, marring, or otherwise damaging products or surrounding surfaces.
- E. The Contractor shall handle products by methods to prevent bending or over stressing.
- F. Lift heavy components only at designated lifting points.

END OF SECTION

SECTION 01620
STORAGE AND PROTECTION

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Providing secure storage and protection for products to be incorporated into the Work, and maintaining and protecting products after installation and until completion of the Work.

1.02 STORAGE

- A. The Owner will not be providing any areas or facilities for storage. The Contractor shall be responsible for all arrangements required for storage.
- B. Store and protect products immediately on delivery. Store in accordance with manufacturer's instructions, with seals and labels intact and legible.
- C. Store products subject to damage by elements in substantial weather tight enclosures.
 - 1. Maintain temperatures within ranges required by manufacturer's instructions.
 - 2. Provide humidity control for sensitive products, as required by manufacturer's instructions.
 - 3. Store unpacked products on shelves, in bins or in neat piles, accessible for inspection.
- D. Exterior Storage:
 - 1. Provide substantial platforms, blocking, or skids to support fabricated products above ground and to prevent soiling or staining. Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
 - 2. Store loose granular materials on solid surfaces such as paved areas, or provide plywood or sheet materials to prevent mixing with foreign matter.
 - a. Provide surface drainage to prevent flow or ponding of rainwater.
 - b. Prevent mixing of refuse or chemically injurious materials or liquids.
- E. Arrange storage in manner to provide easy access for inspection.

1.03 MAINTENANCE OF STORAGE

- A. Maintain periodic system of inspection of stored products on scheduled basis to assure that:
 - 1. State of storage facilities is adequate to provide required conditions.
 - 2. Required environmental conditions are maintained on continuing basis.
 - 3. Surfaces of products exposed to elements are not adversely affected. Any weathering of products, coatings, and finishes shall be unacceptable.
- B. Any product damaged because of improper storage or protection shall be unacceptable for installation and shall be removed from the site and replaced with an acceptable product at no additional cost to the Owner.

1.04 PROTECTION AFTER INSTALLATION

- A. The Contractor shall be responsible for protection of all installed products until the Final Completion Date. Any products damaged prior to Final Completion shall be removed and replaced or repaired, as directed by the Owner, at no additional cost to the Owner and with no additional time for completion.
- B. Provide protection of installed products to prevent damage from subsequent operations. Remove protection when no longer needed, prior to Final Completion.
- C. Control traffic to prevent damage to equipment and surfaces.
- D. Lawns and Landscaping: Prohibit traffic of any kind across planted lawn and landscaped areas.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01630
PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Quality Guarantee.
- B. Limitations of Substitutions.
- C. Requests for substitution of products.

1.02 QUALITY GUARANTEE

- A. Unless otherwise specifically provided in the specifications, all equipment, materials, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended.
- B. Except where specifically noted “no substitutions” or similar, reference to any equipment, material, article, or patented process by trade name, brand name, make, or catalog number shall be regarded as establishing a level of quality, performance, warranty, etc., required and shall not be construed as limiting competition.
- C. Where products are specified by name and accompanied by the terms “OR PRE-APPROVED,” “OR PRE-APPROVED SUBSTITUTION,” “OR PRE-APPROVED EQUAL” the Contractor may propose an alternative, but must do so in writing to the Owner by specifying the proposed substitution no later than the stated deadline for questions concerning this Invitation to Bid (ITB), which is specified in Bid Information section of the ITB. No substitutions shall be considered after this time.
 - 1. Any such substitution shall be subject to written approval by the Owner prior to bid opening. Substitutions shall be approved only if determined by the Owner to be equivalent to the prescribed Specifications. A bid containing a substitution is subject to disqualification if the substitution has not been approved in writing by the Owner.
- D. Where products are specified by a name of one or more manufacturers, the Contractor may propose an alternative, but must do so in writing to the Owner by specifying the proposed substitution no later than the stated deadline for questions concerning this Invitation to Bid (ITB), which is specified in Bid Information section of the ITB. No substitutions shall be considered after this time.
 - 1. Any such substitution shall be subject to written approval by the Owner prior to bid opening. Substitutions shall be approved only if determined by the Owner to be equivalent to the prescribed Specifications. A bid containing a substitution is subject to disqualification if the substitution has not been approved in writing by the Owner.

- E. Where products are specified by reference standards or description only, the Contractor shall submit data substantiating that the product meets those standards in accordance with Section 01340.

1.04 LIMITATIONS ON SUBSTITUTIONS

- A. Many Sections of these Specifications are based on specific manufacturer recommendations. Use of these recommendations does not and is not intended to exclude equal equipment of other manufacturers. The Specifications serve only as a guide to establish minimum quality and performance.

1.05 REQUESTS FOR SUBSTITUTIONS

- A. Requests for substitutions not made in strict conformance with this Section shall be unacceptable and shall be rejected by the Owner without review.
- B. Submit separate request for each substitution using the form included at the end of this Section. Document each request with complete data substantiating compliance of proposed substitution with requirements of Contract Documents.
- C. Identify product by Specification Sections and Paragraph numbers. Provide manufacturer's name and address, trade name of product, and model or catalog number. List fabricators and suppliers as appropriate.
- D. Submit product data as specified in Section 01340.
- E. List similar projects using product for which the substitution has been used, dates of installation, and names of engineer and owner.
- F. Submit itemized comparison of proposed substitution with specified product, listing variations, and reference to Specification section and paragraph numbers.
- G. Submit quality and performance comparison between proposed substitution and the specified product.
- H. List availability of maintenance services and replacement materials.
- I. A substitute product may be considered equal to the product identified in the Specifications if in all aspects (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the Work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the product in said Specifications.

1.06 REDESIGN

- A. Redesign of any portion of the Work affected by the substitution and coordination of installation of the substitution shall be the responsibility of the Contractor. There shall be no increase in Contract Price for redesign due to substitution of products.

1.07 CONTRACTOR REPRESENTATION

- A. Submission of a request for substitution constitutes a representation that Contractor has personally investigated proposed product and has determined that it is equal to or superior in all respects to specified product. The Owner, however, will make such determination based on the Contractor's request under paragraph 1.05.
- B. The Contractor shall provide, as a minimum, the same warranty for substitution as required for the product specified.
- C. The Contractor shall coordinate installation of accepted substitute, making such changes as may be required for Work to be complete in all respects.
- D. The Contractor shall certify that the cost data presented is complete and includes all related costs under this Contract except the Owner's redesign costs.
- E. The Contractor shall waive all claims for additional costs/work efforts related to substitution which subsequently become apparent.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 INSTALLATION

- A. Installation of substitutions shall not be done unless written acceptance of the Owner has been given.

END OF SECTION

SUBSTITUTION REQUEST FORM

Date: _____

- 1. Name of product to be substituted: _____
- 2. Name of product requested as substitute: _____
- 3. Specification Section Reference: _____
Drawing Number Reference: _____

4. Attach Product Data to this form.

5. List similar projects using this product:

	<u>Project</u>	<u>Date of Installation</u>	<u>Engineer</u>	<u>Owner</u>
i.	_____	_____	_____	_____
ii.	_____	_____	_____	_____
iii.	_____	_____	_____	_____

6. Attach itemized comparison by Specification Paragraph.

7. Contractor Representations:

- i. Contractor has complied with Section 01630 in its entirety.
- ii. Contractor has personally investigated proposed substitution and has determined that it is equal or superior in all respects to the project specified.
- iii. Contractor shall provide same warranty as required for the specified product, as a minimum.
- iv. Contractor shall coordinate installation of accepted substitution making such changes as may be required for the Work to be complete in all respects.
- v. Contractor waives all claims for additional costs related to substitution which subsequently become apparent.
- vi. Contractor agrees to pay all reasonable fees of the Owner and other consultants in making an evaluation of this substitution request whether such request is ultimately accepted or not.

8. Certification:

Signed: _____

Title: _____

Company: _____

(Contractor)

SECTION 01701
CONTRACT CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall comply with requirements stated in General Conditions and in Specifications for administrative procedures in closing out the Work.

1.02 SUBSTANTIAL COMPLETION

- A. When Contractor considers the Work is substantially complete, he/she shall submit to the Owner:

1. A written notice that the Work, or designated portion thereof, is substantially complete.
2. A list of items to be completed or corrected.
3. A copy of all applicable, executed:
 - a. Manufacturer Certifications of Proper Testing, Ready for Operation and Completion.
 - b. Calibration and Testing Certificates.
 - c. Transmittals of Operations and Maintenance Manuals.
 - d. Transmittals of Spare Parts.
 - e. Owner's Equipment Training Attendance Sign-in sheets.
 - f. Warranties and guarantees of the manufacturer(s).

- B. Within a reasonable time after receipt of such notice, the Owner and the Inspector will make an inspection to determine the status of completion.

- C. Should the Owner and/or Inspector determine that the Work is not Substantially Complete:

1. The Owner or Inspector will promptly notify the Contractor, in writing, giving the reasons therefore.
2. The Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the Owner.
3. The Owner and/or Inspector will re-inspect the Work.

- D. When the Owner and/or Inspector find that the Work is Substantially Complete, they will:

1. Prepare a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final completion.
2. The Contractor will be provided with a Certificate of Substantial Completion with the tentative list of items to be completed or corrected.

1.03 FINAL INSPECTION

- A. When Contractor considers the Work to be complete, he/she shall submit written certification that:
 1. Contract Documents have been reviewed.
 2. Work has been inspected for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. Equipment and systems have been tested in the presence of the Owner's Representative and are operational.
 5. Work is completed and ready for final inspection.
- B. The Owner and/or Inspector will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the Work be found to be incomplete or defective:
 1. The Contractor will be notified in writing, listing the incomplete or defective work.
 2. The Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Owner that the Work is complete.
 3. The Owner and/or Inspector will re-inspect the Work.
 4. The Owner will compensate the Inspector for additional services.
 5. The Owner will deduct the amount of such compensation from the final payment to the Contractor.
- D. When the Owner and Inspector find that the Work is acceptable under the Contract Documents, he/she shall request the Contractor to make closeout submittals.

1.04 REINSPECTION FEES

- A. Should the Inspector perform re-inspections:
 1. The Owner will compensate the Inspector for such additional services.

2. The Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS TO THE CITY

A. The Contractor shall submit the following to the Owner as applicable:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents and As-built Drawings.
3. Operating and Maintenance Data, Instructions to Owner's Personnel.
4. Warranties and Bonds.
5. Keys and Keying Schedule.
6. Spare Parts and Maintenance Materials.
7. Evidence of Payment and Release of Liens.
8. Certificate of Insurance for Products and Completed Operations.
9. Contractor's Final Affidavit.
10. Lien Waivers from Subcontractors and Suppliers.
11. Consent of Surety from the bonding company.
12. Contractor's Guarantee.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum:
1. The original Contract Sum.
 2. Additions and deductions resulting from:
 - a. Previous Change Orders.
 - b. Unit Prices.
 - c. Deductions for uncorrected Work.

- d. Penalties and Bonuses.
 - e. Deductions for liquidated damages.
 - f. Deductions for re-inspection payments.
 - g. Other adjustments.
- 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- C. The Owner will prepare a final Change Order, reflecting approved adjustments to the Contract Price, which were not previously made by Change Orders.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USE)

END OF SECTION

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Maintaining and submitting record documents and samples.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Maintain at the site for Owner and Inspector one record copy of:

1. Plans.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Accepted shop drawings, product data, and samples.
6. Field test records.
7. Inspection certificates.
8. Manufacturer's certificates.
9. Manufacturer's operating and maintenance manuals.
10. EPA Stormwater Management Pollution Prevention Plans.

- B. Store record documents and samples in a secure location apart from documents used for construction. Provide files, racks, and secure storage for record documents and samples.

- C. Label and file record documents and samples in accordance with Section number listings in Table of Contents of this Specification. Label each document "PROJECT RECORD" in neat, large, printed letters.

- D. Maintain record documents in a clean, dry, and legible condition. Do not use record documents for construction purposes.

- E. Keep record documents and samples available for inspection by Inspector.

1.03 RECORDING

- A. Use felt tip marking pens, maintaining separate colors for each major system, for recording information.
- B. Record information concurrently with construction progress. Do not conceal any Work until required information is recorded.
- C. Shop Drawings: Legibly mark each item to record actual construction, including:
 - 1. Measured depths of elements of foundation in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
 - 4. Field changes of dimensions and details.
 - 5. Changes made by modifications.
 - 6. Details not on original Plans.
 - 7. References to related shop drawings and modifications.
- D. Specifications: Legibly mark each item to record actual construction, including:
 - 1. Manufacturer, trade name, and catalog number of each product actually installed, particularly optional items and substitute items.
 - 2. Changes made by addenda or modifications.
- E. Other Documents: Maintain manufacturer's certifications, inspection certifications, and field test records, required by individual Specification sections.

1.04 STORMWATER POLLUTION PREVENTION PLANS

- A. In accordance with EPA Guidelines, maintain records on stormwater management controls and inspections. Prepare an inspection and maintenance plan that corresponds to the sequencing of major activities.

Reference Document: U.S. EPA Stormwater Management for Construction Activities; Developing Pollution Prevention Plans and Best Management Practices, EPA 832-R-92-005, September, 1992.

- B. Provide for inspection of silt fencing and erosion control measures once every seven (7) calendar days or with 24 hours after each rainfall event.
- C. Keep a record of these inspections in the field office. Note any changes to best management practices shown on the drawings.
 - 1. Record the amount of rainfall on a daily basis.
 - 2. Dates when major grading activities occur.
 - 3. Dates when construction activities temporarily cease.
 - 4. Dates when construction activities permanently cease.
 - 5. Report any release of reportable quantities of oil or hazardous materials.
- D. Update and change the Stormwater Pollution Prevention Plan as necessary to address any change in design or construction operation.
- E. Submit a sample of the report format to be used.

1.05 SUBMITTALS

- A. At Contract closeout, deliver record documents and samples as specified in Section 01701, to the Owner.
- B. Transmit with cover letter in duplicate, listing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name, address, and telephone number.
 - 4. Number and title of each Record Document.
 - 5. Signature of Contractor.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 02050
ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnish all labor, material and services needed to insure adequate erosion and sediment control measures.

1.02 REFERENCE STANDARDS

- A. Current rules and regulations relating to erosion control of Southwest Florida Water Management District.
- B. Current rules and regulations relating to erosion control of the Environmental Protection Agency.

1.03 COMPLY

- A. All work shall comply with the measures shown on the plans and all conditions of the construction permit from Southwest Florida Water Management District, Florida Department of Environmental Protection and the Environmental Protection Agency.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All materials shall be in accordance with the Contract Documents.
 - 1. Hay Bales: Securely tied baled hay at least 14 inches x 18 inches x 30 inches long.
 - 2. Silt Barrier: Filter fabric shall be in accordance with Florida Department of Transportation Standard Specifications for Road & Bridge Construction, Section 985.
 - 3. Silt Curtain: Shall be sufficient size and constructed of material to control siltation of waters. Recommended silt curtain is Mark II or Mark III, manufactured by American Boom & Barrier Corp. of Port Canaveral, FL, or pre-approved equal.
 - 4. Temporary Seeding: Mixture of seed for temporary use shall be supplied to the Owner for approval in accordance with Section 01340.

PART 3 EXECUTION

3.01 EARTH MOVING ACTIVITIES

- A. The Contractor shall exercise care to preserve the natural landscape and shall conduct his/her construction operations so as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of the work area. Except where clearing is required for permanent Work, for approved construction roads, or for excavation operations, all trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage which may be caused by the Contractor's construction operations and equipment.
- B. The first stage of earth moving activity shall be confined to the excavation of the stormwater facility.
- C. Topsoil should be taken from the construction areas and should be stockpiled for reuse in finished grading. Stockpiles should be placed so as not to add any additional sediment to the construction. The stockpiles should be mulched and/or seeded when exposed beyond thirty (30) days.
- D. Graded areas are to be seeded and/or sodded within 30 days following earth moving procedures. If the time of year is not conducive for permanent seeding, a temporary mulch and/or seeding should be used.
- E. Temporary diversion berms and/or barriers shall be removed only after the construction of those areas directed to the berms and/or barriers have been completed.

3.02 FILLS

- A. Land to be cut or filled should be cleared of trees, stumps, roots, brush, boulders, sod, and debris.
- B. Fill areas should be scarified, keyed, and drained.
- C. Fill material should be free of sod, roots, or other decomposable material.
- D. The placing and spreading of fill material should be started at the lowest point.
- E. Generally, a 6:1 slope should be used unless specific engineering data shows a steeper slope is stable. Slopes of 4:1 or flatter are desirable for erosion control and maintenance.
- F. Fills should be seeded and/or mulched immediately upon completion of earth placement.
- G. Water management systems should be provided to prevent water concentration and eroding the face of slope. Keep surface water off the face of the slope.

3.03 CUTS

- A. Diversions should be constructed at top of slopes prior to cutting operations to convey water from face of slope.
- B. Steepness of cuts will depend on soil type and design; however, cut slopes of 4:1 or flatter are desirable for erosion control and stability.
- C. Cut slopes should be benched to provide access for seeding and mulching equipment.
- D. Cut slopes should be seeded and/or mulches immediately after removal of earth.

3.04 PERMANENT STORMWATER BASINS

- A. Permanent stormwater basins shall not be permitted.

3.05 MAINTENANCE

- A. Repair all damages caused by soil erosion or construction equipment before the end of each working day.
- B. After grading is completed and areas are seeded and/or sodded, visual inspections should be made on a routine basis. Any damage shall be repaired at once and re-sodded and/or re-seeded.

3.06 HAYBALES & SILT BARRIERS

- A. Haybales or silt barriers shall be utilized for the control of erosion. They shall be placed in areas shown on the plans, along protective areas, and at points that may be a source or erosion. It shall be the Contractor's responsibility to place control facilities as needed. The Owner may require additional protection if it is felt that there is a potential for damage due to erosion.
 - 1. Haybales: Each bale shall be staked. Bales shall be inspected and if required, replacements shall be made on a daily basis. It shall be the Contractor's responsibility to maintain the haybales.
 - 2. Silt Barrier: Barriers may be used instead of hay bales. Fabric to be a minimum of 8 inches below existing grade; fabric shall extend 15 to 18 inches above grade; stakes shall be driven a minimum of 12 inches below grade. The Contractor shall be responsible for the maintenance of the silt barriers.
 - 3. Damage and Repair: Repair all damages caused by soil erosion or construction equipment at or before the end of each work day.

END OF SECTION

SECTION 02070
SELECTIVE DEMOLITION

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Demolishing designated structures, utilities, fixtures, and equipment.
- B. Minor demolition for remodeling.
- C. Removing and disposing of materials off site in accordance with local, state, and federal regulations.
- D. Removal and delivery to Owner of materials to be salvaged.

1.02 COORDINATION

- A. Coordinate work of trades and schedule demolition, alterations, and renovation work using procedures and methods to expedite completion of the Work.

1.03 EXISTING CONDITIONS

- A. Conduct work to minimize interference with adjacent building areas and other facility unit processes. Maintain protected egress and access at all times.

PART 2 PRODUCTS

2.01 REMOVED MATERIALS

- A. The Contractor shall remove all equipment, fixtures, machinery, materials, etc., necessary to accomplish the Work except those items noted or shown that the Owner will remove. All equipment, fixtures, machinery, materials, etc., removed under this Section shall become the property of the Contractor unless otherwise noted.
- B. Materials which are indicated to be reused shall be turned over to the trade whose Work includes the particular material with designated materials turned over to the Owner.
- C. Remove all other materials from the site. Dispose of materials in accordance with federal, state, and local regulations.

2.02 PRODUCTS FOR PATCHING, EXTENDING, AND MATCHING

- A. Provide same products or types of construction as that in existing structure, as needed to patch, extend, or match existing work. Generally, the Contract Documents will not define products or standards of workmanship present in existing construction; the

Contractor shall determine products by inspection and any necessary testing and workmanship by use of the existing as a sample of comparison.

- B. Presence of a product, finish, or type of construction requires that patching, extending, or matching shall be performed as necessary to make the Work complete and shall be not less than that specified for new Work in the applicable Sections.

PART 3 EXECUTION

3.01 PREPARATION

- A. Take precautions to guard against movement or settlement of existing Work; provide bracing or shoring necessary in connection herewith; be responsible for safety and support of such Work; be liable for any such movement or settlement and any damage or injury caused thereby or resulting therefrom.
- B. Protect buildings and their contents from damage due to weather at all times, providing all necessary temporary enclosures to accomplish this protection.
- C. Coordinate with appropriate utility companies, when applicable, prior to initiating Work.
- D. Provide, erect, and maintain temporary barriers and security devices.
- E. Protect existing items which are not to be altered.

3.02 EXECUTION

- A. Assign the work of moving, removal, cutting and patching to Contractor's qualified personnel. Perform the work in a manner to cause least damage to each type of work and provide means of returning surfaces to same appearance of new work.
- B. Perform cutting and removal work to remove minimum necessary and in a manner to avoid damage to adjacent work.
- C. Replace or repair any damage done to any other property on or off premises by reason of required work.
- D. Provide proper shoring and bracing to prevent settlement or damage to adjacent structures.
- E. If at any time the safety of adjacent structures or equipment appears to be endangered, cease operations; notify the Owner and take precautions to support such structures or equipment; do not resume operations until permission has been granted. Any and all supports necessary to safeguard or prevent movement or settlement shall be installed prior to resuming operations. The Contractor shall assume full responsibility and expense for the adequacy of such supports.

- F. Ensure that all mechanical piping and ducts and electrical conduit and wires that would be interrupted during the work are turned off and locked out, valved out, or disconnected before starting work.
- G. Keep dust, dirt and debris to a minimum.
- H. Relocate materials and equipment where possible so as to avoid damage.
- I. Disconnect utilities. Cap as required. Identify disconnected utilities and indicate locations of disconnected utilities on project record documents.
- J. Remove materials to be re-installed or retained in a manner to prevent damage. Store and protect in accordance with requirements of Section 01620.
- K. Notify the Owner immediately of any contaminated, vermin infested, dangerous, or hazardous materials encountered and remove and properly dispose of materials in accordance with local, state, and federal health, safety, and environmental regulations.
- L. Remove contents of buried tanks located within demolition area. Remove underground tanks, components, and piping from site.
- M. Backfill open pits and holes caused as a result of demolition.
- N. Rough grade and compact areas affected by demolition to finish site grades and contours.

3.03 DEBRIS

- A. All debris shall be removed as it accumulates and shall not be stored or permitted to accumulate on site. Remove all debris at the end of each working day.
- B. Burning of debris will not be permitted.

3.04 PATCHING

- A. Patch and extend existing Work using skilled tradesmen who are capable of matching existing quality of workmanship. Quality of patched or extended work shall be not less than that specified for new Work in the applicable Specification Sections.
- B. Patch and replace with matching material any portion of an existing finished surface which is found to be damaged, lifted, discolored, or shows other imperfections.
 - 1. Provide adequate support of substrate prior to patching the finish.
 - 2. Refinish patched portions of painted or coated surfaces that will produce compatible uniform color and texture over entire surface.

3. When existing surface finish cannot be matched, refinish entire surface to nearest intersection.
- C. When new Work abuts or finishes flush with existing Work, make a smooth and workmanlike transition. Patched Work shall match existing adjacent work in texture and appearance so that the patch or transition is invisible at a distance of five feet (5').
- D. When finished surfaces are cut in such a way that a smooth transition with new Work is not possible, terminate existing surface in a neat manner along a straight line at a natural line of division, and provide trim appropriate to finished surface.

END OF SECTION

SECTION 02100
SITE PREPARATION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall be responsible for clearing, grubbing, and stripping of the construction site within the limits of construction or as required.

1.02 RELATED REQUIREMENTS

- A. Section 02933 – Sodding.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 CLEARING

- A. The surface of the ground, for the area to be cleared and grubbed, shall be completely cleared of all timber, brush, stumps, roots, grass, weeds, rubbish, and all other objectionable obstructions resting on, or protruding through, the surface of the ground.
 - 1. Unless specifically indicated in the Contractor Documents or prior approval has been given in writing by the Owner, trees and ornamental vegetation shall not be removed and shall be protected from damage.
- B. Clearing operations shall be conducted so as to prevent damage to existing structures and installations, and to those under construction, and so as to provide for the safety of employees and others. Clearing for structures shall consist of topsoil and vegetation removal.

3.02 GRUBBING

- A. Grubbing shall consist of the complete removal of all stumps, roots larger than 1-1/2 inches in diameter, matted roots, brush, timber, logs, and any other organic or metallic debris not suitable for foundation purposes, resting on, under, or protruding through the surface of the ground to a depth of 18 inches below the subgrade. All depressions excavated below the original ground surface for, or by the removal of, such objects, shall be refilled with suitable materials and compacted to a density conforming to the surrounding ground surface.

3.03 STRIPPING

- A. In areas so designated, topsoil shall be stockpiled. Topsoil so stockpiled shall be protected until it is placed as specified. Any topsoil remaining after all Work is in place shall be disposed of by the Contractor as directed by the Owner.

3.04 DISPOSAL OF CLEARED AND GRUBBED MATERIAL

- A. Dispose of all material and debris from the clearing and grubbing operation by hauling such material and debris away to an approved dump. Disposal by burning or burial will not be permitted. The cost of disposal (including hauling) of cleared and grubbed material and debris shall be considered a subsidiary obligation of the Contractor, the cost of which shall be included in the Contract prices.

END OF SECTION

SECTION 02140
DEWATERING

PART 1 GENERAL

1.01 SYSTEM PERFORMANCE REQUIREMENTS

- A. Dewatering shall include all necessary control and disposal of groundwater on a continual basis during construction.
- B. Dewatering shall include the lowering of the groundwater table to relieve any hydrostatic head that could cause a decrease in the stability of the excavated subgrade. It shall also include the intercepting of seepage which could otherwise emerge from the slope or sides of excavations which could cause a decrease in the stability of the excavated subgrade or the slopes or sides of the excavations.

1.02 ADDITIONAL PROVISIONS

- A. **The use of “quiet” pumping methodologies will be required for all overnight pumping in order to minimize noise and disruption to neighboring residents.**
- B. Provide, operate, and maintain any dewatering system required to lower and control groundwater levels and groundwater hydrostatic pressure during the construction of the Work as required by this Section and the Contract Documents. The Contractor shall assume full responsibility and expense for the adequacy of the dewatering system with no additional time for performance.
- C. Remove and dispose of water resulting from activities described in Paragraph 1.02.A of this Section. Provide siltation settling basins for all discharges from dewatering systems. Submit plan of settling basins and discharge facilities for review by the Owner prior to dewatering system installation.
- D. All construction dewatering shall be contained onsite, at specified locations, and allowed to infiltrate the soil unless FDEP permitting is obtained for offsite discharge. All dewatering effluent shall be routed to a temporary sediment sump prior to discharge to wetlands, other surface waters, or offsite. The general process of the dewatering system if depicted herein shall be adhered to during construction, although the actual layout of the system may be constructed as dictated by field conditions.
- E. If it is necessary to discharge dewatering effluent off site, then coverage under the Florida Department of Environment Protection (FDEP) “Generic Permit for the Discharge of Produced Ground Water from any Non-Contaminated Site Activity” must be obtained by the Contractor. Should contamination in excess of the thresholds for Generic Permitting be found in the required sampling, an “Individual Permit for Wastewater Discharge” is required. The Contractor shall bear all responsibility and cost for obtaining the applicable permit for discharge of de-watering effluent and for complying with the permit conditions.

- F. Remove dewatering systems and equipment when no longer required.

PART 2 PRODUCTS

2.01 DEWATERING EQUIPMENT

- A. Engines for dewatering equipment shall be equipped with sound attenuating devices and shall not exceed the maximum permissible sound levels defined in the City of Venice Noise Ordinance (Chapter 34 Article II).

PART 3 EXECUTION

3.01 EXECUTION

- A. The dewatering system shall be capable of developing an excavated subgrade relieved of any hydrostatic pressure that could cause a decrease in the stability of the excavated subgrade and which will provide the necessary groundwater control for the proper performance required for completion of the Work.
- B. The dewatering system shall not cause damage to newly constructed or existing properties, buildings, utilities, and other work due to the loss of support from incompletely drained soils or from removal of soil particles resulting from the dewatering system operation.
- C. Dewatering facilities shall be located where they will not cause interference with work performed by others.
- D. If the dewatering system utilized by the Contractor causes or threatens to cause damage to new or existing facilities, the dewatering system shall be modified at no additional cost to the Owner. The Contractor shall be responsible for and shall repair all damage caused by the dewatering system operation at no additional cost to the Owner and at no additional time for performance.
- E. Dispose of subsurface water collected in a manner that conforms to all applicable local and state ordinances, statutes, and laws.
- F. Maintain continual and complete effectiveness of the dewatering system operation to provide a firm, stable, excavated subgrade at all times as required for proper performance of the Work.
- G. Provide dewatering necessary to maintain the groundwater table below the level of backfill as it is being placed.
- H. Pump engines shall be equipped with sound attenuating devices and shall not exceed the maximum permissible sound levels define in the City of Venice Noise Ordinance (Chapter 34 Article II).

3.02 JOB CONDITIONS

- A. Erosion Control: Provide adequate protection from erosion from any of the dewatering operations utilized during the course of the construction. Any damage, disruption, or interference to newly constructed Work or existing properties, buildings, structures, utilities, and/or other Work resulting directly or indirectly from dewatering operations conducted under this Contract shall be remedied by the Contractor at no cost to the Owner.

- B. Treatment of Dewatering Operations Discharges: Provide such additional treatment devices as may be required to meet the provisions of the Contract. This may include the construction of sumps and/or settling basins, stone rip-rap, silt fences, or other requirements. The treatment devices shall be later removed and/or filled in with acceptable backfill material and restored to original conditions once they are no longer needed, at no additional cost to the Owner.

END OF SECTION

SECTION 02160
EXCAVATION SUPPORT

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Designing, furnishing, installing, and maintaining excavation support systems for the following:
 - 1. Excavation for structures.
 - 2. Trench excavation.
- B. Removing excavation support systems.
- C. Complying with local, state, and federal safety regulations.

1.02 REFERENCE STANDARDS

- A. ASTM A328 – Steel Sheet Piling.
- B. NFPA – National Forest Products Association.

1.03 SYSTEM DESCRIPTION

- A. Excavation support systems shall include soldier piles, trench boxes, wood sheeting, and steel sheeting, including bracing members such as wales, struts, shores, lagging, and tieback anchors and all other system members.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Steel: ASTM A328.
- B. Trench Boxes: Fabricated steel.

PART 3 EXECUTION

3.01 EXECUTION

- A. The Contractor shall be fully responsible for the means and methods of excavation and for the design and construction of the excavation support systems.
- B. The support system shall be designed for the maximum loads that will occur during construction.

- C. Excavation support systems shall be constructed to support all vertical and lateral loads and other surcharge loads imposed on the system during construction including earth and groundwater pressures, utility, and construction loads in order to provide safe construction of the permanent structures and prevent movement and/or damage to adjacent soil, buildings, structures, and utilities.
- D. Do not brace to concrete unless authorized by the Owner and concrete has reached its design strength as determined by compressive test of representative concrete cylinders which have been cured on site for a period of at least 14 days.
- E. Do not embed any part of excavation support system in the Work. Do not construct sleeves or openings in the structures to permit bracing through the structures unless authorized by the Owner.
- F. Do not perform excavations in unstable earth. Unstable earth shall be stabilized with excavation support systems before excavation proceeds.
- G. Monitor all excavations as a means of detecting movement of adjacent soil, buildings, structures, and utilities. Where movement or damage is observed, the Contractor shall immediately cease excavation operations and correct such deficiency in the excavation support system that allowed for movement or damage and repair all damage at no additional cost to the Owner and at no additional time for performance.
- H. The Contractor shall be responsible for and shall repair all damage resulting from his excavations at no additional cost to the Owner and at no additional time for performance.

3.02 SHEETING LEFT-IN-PLACE

- A. Cut off all sheeting left in place at least three feet (3') below the ground surface, whether such sheeting is ordered left in place by the Owner or is left in place for the convenience of the Contractor.

END OF SECTION

SECTION 02230
GENERAL EXCAVATING, FILLING, AND BACKFILLING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Excavating and stockpiling topsoil for later use.
- B. Saw cutting pavement and excavating pavement.
- C. Placing excavating and fill materials for utilities.
- D. Backfilling excavations with common fill materials.
- E. Placing common fill materials for bringing site to subgrade.
- F. Complying with compaction requirements.
- G. Removing and disposal of excess topsoil and subsoil, excavated unsuitable material, and excavated pavement, rock, boulders, solid rubble masonry, and concrete off site.
- H. Grading and rough contouring the site to the cut limits required for construction.

1.02 REFERENCE STANDARDS

- A. General: All reference standards be the latest edition.
- A. ASTM C33 – Concrete Aggregates.
- B. ASTM C136 – Sieve Analysis of Fine and Coarse Aggregates.
- C. ASTM D75 – Sampling Aggregates.
- D. ASTM D1556 – Test for Density of Soil in Place by the Sand Cone Method.
- E. ASTM D1557 – Tests for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 10-lb Rammer and 18-inch Drop (Modified Proctor).
- F. ASTM D2922 – Tests for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- G. Florida Department of Transportation Standard Specifications for Road & Bridge Construction, latest edition.

1.03 TESTING

- A. Tests and analysis of materials will be performed in accordance with latest ASTM Standards.
- B. The Contractor shall carry out density tests to determine compaction of backfill at each road crossing in accordance with the requirements of the right-of-way owner.
- C. All materials and density testing shall be conducted by an independent testing company. The Contractor shall be responsible for providing the services of an independent testing company at no additional cost to the Owner.

PART 2 PRODUCTS

2.01 MATERIALS, GENERAL

- A. Topsoil: Friable, fertile, natural, free-draining loam typical of the locality; free of subsoil, roots, grass, sticks, weeds, clay, sod lumps, debris, and stones larger than 3/4-inch in maximum dimension.
- B. Unsuitable Material: Cut or broken pavement, debris, concrete or other rubble, organic materials, muck, peat, rock over 3 inches in maximum dimension, or any material which in the opinion of the Owner will not provide sufficient support or maintain the completed construction in a stable condition.

2.02 COMMON FILL MATERIALS

- A. Additional Fill: Imported material which is friable, natural soil composed of sand or silty sand; free from debris, concrete or other rubble, organic matter, muck, peat, excavated rock, and boulders of three inches (3") in maximum dimension.

2.03 FILTER FABRIC

- A. Filter fabric shall comply with the requirements for FDOT Type D-2 geotextile.

2.04 TRENCH BACKFILL MATERIAL

- A. Suitable Backfill Material: Material suitable for backfill in a properly dewatered trench shall not be expansive nor have high organic content; shall be free of debris, lumps, and clods; and shall meet the following requirements:
 - 1. Maximum liquid limit shall not exceed 12 as determined by ASTM D423.
 - 2. Maximum plasticity index shall not exceed 35 as determined by ASTM D424.
 - 3. Not more than 10% of weight shall be finer than 74 micron (No. 200) U.S. Standard Sieve.

Broken concrete shall not be used. Fill material containing limerock shall have sufficient sand to fill the voids in the limerock. No stones or rocks larger than three inches (3") in diameter will be permitted in any backfill. Material placed within one foot (1') of piping and appurtenances or in the upper six inches (6") of fills and backfills shall not contain any stones or rocks larger than one inch (1") in diameter.

Existing backfill material may be used, only if it meets the above-mentioned requirements.

- B. Concrete for Trench Backfill (Flowable Fill): Ready-Mix Flowable Fill or Controlled Low Strength Material (CLSM) may be substituted as an alternative to compacted soil, with the prior written approval of the Owner or if shown on the Plans. Applications for the material include beddings, encasements, and closures for tanks and pipes, and general backfill applications for trenches and abutments. The material shall be designed to be excavateable and shall have an ultimate compressive strength that less than 200 psi at 28 days.
- C. Imported Topsoil: Imported topsoil shall be suitable sandy loam from an approved source, which possesses friability and a high degree of fertility. It shall be free of clods, roots, gravel, and other inert material. It shall be free of quack grass, horsetail, and other noxious vegetation and seed. The organic content shall be not less than 1%.
- D. Foundation Material or Bedding Rock: Foundation material or bedding rock shall be used for bedding of pipe and/or manholes as indicated on the Plans and/or Standard Details. Crushed stone shall consist of hard, durable, sub-angular particles of proper size and gradation, and shall be free from organic material, wood, trash, sand, loam, clay, excess fines, and other deleterious materials. The stone shall conform to the requirements of ASTM C33 Size No. 57 (3/4 inch rock) and be graded within the following limits:

Table 02230-1. Gradation for Foundation Material
or Bedding Rock

U.S. Sieve Size	Percent Finer by Weight
2-inch	100
1-inch	95 to 100
1/2-inch	25 to 100
No. 4	0 to 10
No. 8	0 to 5

PART 3 EXECUTION

3.01 PREPARATION

- A. Request available information on existing utilities and structures from the Owner.
- B. Identify required lines, levels, contours, and datum.

- C. Identify known underground utilities. Stake and flag locations.
- D. Identify and flag surface and aerial utilities.
- E. Notify utility companies to locate and temporarily support, remove, and/or relocate utilities.

3.02 PROTECTION

- A. Protect trees, shrubs, lawns, and other features remaining as a portion of final landscaping.
- B. Protect existing structures to remain.
- C. Protect pavement, both for access and parking that is to remain.
- D. Protect surrounding roadways.
- E. Protect bench marks, existing structures, fences, stone walls, sidewalks, paving, and curbs from equipment and vehicular traffic.
- F. Protect above and below grade utilities which are to remain.
- G. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave-in or loose soil from falling into excavation.

3.03 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be further excavated, landscaped, or graded, and stockpile. Remove excess topsoil not being reused from site. Topsoil suitable for reuse shall be in conformance with Paragraph 2.01.A of this Section. Stockpiled topsoil shall be protected from erosion.

3.04 PAVEMENT EXCAVATION

- A. All pavement shall be cut with saws or other acceptable power tools as determined by the Owner prior to removal.
- B. Excavate pavement within the limits required by the Contract Documents.
- C. Keep excavated pavement separate from topsoil and subsoil stockpiles.
- D. Remove and dispose of pavement excavated from site.

3.05 SUBSOIL EXCAVATION

- A. Excavate subsoil from areas to be landscaped or graded to the limits shown on the Plans.

- B. Excavate subsoil required for structures, utilities, and other work to the limits necessary or as shown on the Plans.
- C. Stockpile excavated material to be reused and remove and dispose of unsuitable subsoil and excess subsoil not being reused, off site. Subsoil suitable for reuse shall be in conformance with Paragraph 2.02 A of this Section. Stockpiled subsoil shall be protected from erosion.
- D. Remove all muck, peat, and other unsuitable material within trench limits or where structures are to be located. If unsuitable material exists at limits of excavation shown on Plans or Standard Details, obtain excavation authorization from Owner prior to removal of material. Unauthorized excavation of unsuitable material will not be considered for payment. Excavated unsuitable material shall be replaced with backfill material as specified.
- E. Notify the Owner of unexpected subsurface conditions or discovery of unknown utilities or concealed conditions, and discontinue affected Work in area until notified by the Owner to resume Work. Unexpected subsurface conditions do not include those conditions identified in the Contract Documents.
- F. Slope sides of excavation to satisfy OSHA and state and local trench safety requirements or excavation support systems shall be installed.
- G. Excavations shall not interfere with normal 45 degree bearing influence of any foundation.
- H. Grade top perimeter of excavations to prevent surface water run-off into excavation.
- I. When excavation through roots is necessary, cleanly cut roots.
- J. Correct unauthorized excavation at no cost to the Owner. Backfill with material acceptable to the Owner.
- K. Maintain bottom of all excavations stable, dry and free of water on a continual basis in accordance with Section 02140.

3.06 BACKFILLING PREPARATION FOR UTILITIES

- A. Brace walls and slabs of structures to support surcharge forces and construction loads to be imposed by backfilling operations.
- B. Remove all water and debris from excavations and trenches before placing pipe bedding or foundation material.

- C. Compact subgrade surfaces disturbed by construction operations to density requirements for backfill material. Do not place bedding, foundation material, or backfill on porous, unstable, or unsuitable subgrade.

3.07 BEDDING AND BACKFILLING FOR UTILITIES

- A. Bedding and backing of utilities shall be in conformance with the Contract Documents.
- B. Backfill excavations and trenches to depths, contours, and elevations required.
- C. Each layer of backfill shall be compacted to the specified density the same day it is placed.
- D. Maintain optimum moisture content of backfill materials to attain required compaction density.
- E. Fill that is too wet for proper compaction shall be disked, harrowed, or otherwise dried to proper moisture content for compacting to the required density. If the fill material cannot be dried within 48 hours of placement, it shall be removed and replaced with drier fill.
- F. Fill that is too dry for proper compaction shall be watered uniformly over the surface of the loose layer. Sufficient water shall be added to allow compaction to the required density.
- G. Employ placement and compaction methods that will not disturb or damage Work or existing structures or utilities. Disturbed or damaged Work, structures, or utilities shall be repaired at no additional cost to the Owner and at no additional time for performance.
- H. Do not backfill against unsupported foundation walls or before required concrete strength has been achieved. Backfill simultaneously on each side of unsupported foundation walls.
- I. Backfilling shall be performed as required to avoid interference with the Work.
- J. Grade backfill to provide a smooth surface which will readily shed water and provide positive drainage. Areas to receive compacted fill shall be graded to prevent ponding of surface water runoff.

3.08 BACKFILLING TOLERANCES

- A. Top Surface of Backfilling or Subgrade: Plus or minus one inch (1”).

3.09 COMPACTION

- A. For roadways and other work in right of ways, comply with the requirements of the owner or as directed by the Owner.

3.10 FILL

- A. Fill material shall be evaluated and approved by the Owner and/or Inspector prior to its placement onsite.
- B. Fill shall be placed in lifts not exceeding 12 inches in loose depth and shall be thoroughly compacted by mechanical tampers. Use hand tampers in lieu of mechanical tampers within 12 inches of the top of utilities. For locations where hand tampers are required, lifts shall not exceed six inches (6") in loose depth.
- C. Materials utilized for fill shall be placed within 2% of optimum moisture. Unless otherwise indicated by the Contract Documents, each lift shall be thoroughly compacted to the following densities:
 - 1. Utilities Backfill and General Fill: Minimum of 95% of modified proctor maximum dry density per ASTM D1557/AASHTO T-180.
 - 2. Subgrade, Subbase, and Base Course for Pavement or Sidewalk: Minimum of 98% of modified proctor maximum dry density per ASTM D1557/AASHTO T-180.
 - i. Limerock Bearing Ratio (LBR) Tests: For subbase, a LBR of 40 for flexible pavements and 20 for rigid pavements. For base course, a LBR of 100 or above.
- C. Prior to placement of fill, the entire ground surface shall be scarified to a depth of six inches (6") in such a manner that the fill material will bond with the existing earth material. Suitable compaction equipment shall be used. Sprinkling shall be performed as necessary to develop a uniform dense compaction. Under no conditions shall fill material be placed on earth surfaces which are muddy.
- D. In lawn area, fill is to be within four inches (4") of finished grade. Subgrade for paved areas shall be filled as required and compacted, ready to receive base material.
- E. Finish grade with four inches (4") of topsoil. Use stripped topsoil and, if necessary, imported topsoil to meet finished grade. Final grades shall be approved by the Owner.
- F. During the rough grading operations, filling shall be accomplished in accordance with the following:
 - 1. Within the building and under exterior concrete and bituminous paving such as sidewalks, parking areas and drives, fill shall be deposited in loose horizontal layers not to exceed eight inches (8") thick and be compacted and tested in accordance with the following paragraphs:
 - a. Each layer of fill shall be uniformly rolled with suitable equipment, as approved by the Owner. Provide shoring and bracing for all walls, retaining walls, piping, piers, etc., which may be damaged or displaced by rolling. Fill adjacent to areas

inaccessible to large equipment and rollers shall be compacted with machine tampers.

- b. Moisture content of the fill shall be that at which maximum consolidation can be obtained as determined by the laboratory test for optimum moisture content. Where areas are not of proper moisture content as determined by field tests, add water to provide the desired moisture percentage determined by the laboratory test.
 - c. Densities of fill in place shall be not less than specified herein. Each layer shall be compacted to the satisfaction of the Owner and verified with field tests conducted by the Contractor before next layer is laid. Test reports shall clearly indicate the exact location of all testing (vertical and horizontal).
 - d. Areas excavated after compaction and approval of fill shall be backfilled and tested in the same manner as specified herein.
2. Controlled Compaction Tests:
- a. Laboratory determination of optimum moisture content for available fill to obtain maximum compaction.
 - b. Field tests of compacted fill for moisture content and dry unit weight of compacted soil.
 - c. Field density compaction test for density of soil in place.
 - d. Determination of LBR.
3. The following is the frequency of testing required for all fill and backfill material.
- a. Roadways, Sidewalks, and Other Areas to be Paved:
 - i. Subgrade: A minimum of one density test every 4,500 S.Y. A minimum of one density test shall be conducted for each pavement area less than 4,500 S.Y.
 - ii. Subbase: A minimum of one density test every 1,000 S.Y. A minimum of one density test shall be conducted for each pavement area less than 1,000 S.Y. A minimum of one LBR test every 4,500 S.Y. or change in material.
 - iii. Base Course: A minimum of one density test every 1,000 S.Y. A minimum of one density test shall be conducted for each pavement area less than 1,000 S.Y. A minimum of one LBR test every 4,500 S.Y. or change in material.

H. Foundation Stabilization for Pipe: Foundation stabilization material shall be required as specified in the Contract Documents or as directed by the Owner. When, in the opinion of

the Owner, the existing material in the bottom of the trench is unsuitable for supporting the pipe, the Contractor shall excavate below the flow line of the pipe as directed by the Owner. Backfill the trench to specified pipe grade with the foundation stabilization material. If the trench is properly dewatered, suitable backfill material may be used for stabilization. Crushed rock shall be used when a dry trench cannot be obtained. Place the foundation stabilization material over the full width of the trench and compact in layers not exceeding six inches (6") deep to the required grade.

- I. Backfill in Trenches: Backfilling of trenches shall not be allowed until the Work has been reviewed by the Inspector and the Inspector indicates that backfilling may proceed. Any Work covered up or concealed without the knowledge or consent of the Inspector may be required to be uncovered or exposed at no cost to the Owner.

Pipeline trenches shall be backfilled with a select backfill material to a level 12 inches above the top of the pipe. Such material shall be placed in six-inch (6") lifts, and compacted to the densities specified herein. Only hand operated mechanical compacting equipment shall be used within 12 inches of the installed pipe. After the backfill has been placed as specified above and after all excess water has completely drained from the trench, backfilling of the remainder of the trench may proceed. The remainder of the backfill shall be placed in horizontal lifts, the depth of which shall be not exceed the ability of the compaction equipment employed or as specified herein and in no event shall exceed a depth of 12 inches. No lift shall be placed until satisfactory compaction has been achieved on the preceding lift. Each layer shall be moistened, tamped, rolled, or compacted to the densities specified herein.

Flooding or puddling with water to consolidate backfill is not acceptable.

Magnetic location tape with a width of three inches (3") shall to be laid directly above the pipe and 18 inches below finished grade. Tape is to be of color and marking to correspond to the piping laid. Tape ends are to be spliced together so as to produce a continuous length of location tape. Electronic marker 3M model #1258 is to be installed at all PVC main line fittings.

All well point holes that will be under parking, driveway or roadway surfaces shall be backfilled with concrete immediately after pulling the well points. All other well point holes shall be backfilled with FDOT No. 89 stone immediately after pulling the well points, unless specified to do otherwise.

- J. Concrete Encasement: Concrete encasement will be used only as indicated by the Contract Documents or as directed by the Owner.

3.11 GRADING

A. Grading Areas to be Sodded:

1. Perform all rough grading required to attain the elevations indicated on the Plans or as required to comply with the requirements of the Contract Documents.

2. Grade to elevations shown on the Plans or as required for landscaping. Remove all material, including rock and boulders to a point at least four inches (4") below the finished grade of landscaped areas to be sodded.
3. Remove all ruts and other uneven surfaces by surface grading.

B. Grading Areas to be Paved or Surfaced:

1. Perform all rough grading, including shaping, sloping, and any Work necessary to prepare the subgrades of all roadways, walks, and parking areas. Subgrade shall be brought to the bottom elevation of the base course under paved or surfaced areas.
2. Accomplish all grading within the slope and grade lines as indicated on the Plans or as necessary to accomplish the Work, unless otherwise authorized in writing by the Owner. The roadway shall be graded to full cross section width at subgrade before placing any type of subbase or pavement except that partial width construction may be permissible where necessary for the maintenance of traffic.
3. Make gradual changes in grade. Slopes shall transition gradually into level areas. Slope away from structures.
4. Grade all areas completely and remove and dispose of all excess excavated, bedding, and backfill materials from the site. Backfill to original grade or as indicated herein or on the Plans. Deviations and settlement shall be corrected at no cost to the Owner and at no additional time for performance.

3.12 FIELD QUALITY CONTROL

- A. All subgrades must be inspected and accepted by the Inspector prior to proceeding with Work. Sufficient time must be allowed for the Inspector to observe and to have any necessary tests performed on the subgrade.

END OF SECTION

SECTION 02601
MANHOLES

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnishing all materials and labor necessary to install manholes in accordance with City of Venice standards.

1.02 REFERENCE STANDARDS

- A. ASTM C109 – Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens).
- B. ASTM C478 – Standard Specification for Circular Precast Reinforced Concrete Manhole Sections.
- C. ASTM C497 – Standard Test Methods for Concrete Pipe, Manhole Sections, or Tile.
- D. ASTM C827 – Standard Test Method for Change in Height at Early Ages of Cylindrical Specimens of Cementitious Mixtures
- E. Federal Specification SS-S-00210 (210-A) - Sealing Compound, Preformed Plastic, for Expansion Joints and Pipe Joints.

1.03 SUBMITTALS

- A. All submittals shall be made to the Owner in accordance with Section 01340.
- B The Contractor shall submit shop drawings and product data for materials to be supplied showing compliance with the requirements of this Section.
- B. The Contractor shall submit the manufacturer’s installation instructions for all products installed under this Section.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Upon delivery and before unloading, the Contractor shall inspect the manhole sections for any damage occurring in transit and note such damage on the delivery ticket.
- B. The Contractor shall follow the recommendations of the manufacturer for the means by which the manhole sections are unloaded, handled, and stored. Protect edges to prevent chipping or spalling. Lift and support manhole section from lifting points using lifting or handling devices recommended by the manufacturer.

PART 2 PRODUCTS

2.01 PRECAST CONCRETE MANHOLES FOR AIR RELEASE VALVES

- A. General: Manholes for air release valves shall be “doghouse” style manholes designed for use on existing mains. The manhole upper shall be designed for use with pre-cast concrete footings in accordance with the City of Venice Standard Detail for below ground air release valves.
- B. Precast Reinforced Manholes: Manholes shall be manufactured in accordance with ASTM C478. Minimum dimensions shall be per City of Venice Standard Details unless otherwise specified. Slab shall be rated for traffic loading. The concrete for sections, top slab, and footings shall be Type II cement with a minimum 28 day compressive strength of 4,000 psi. Tests shall be in accordance with ASTM C497.
- C. Joint Seals: Precast manhole section joint shall be sealed with a pre-formed butyl resin rubber gasket meeting the Federal Specification SS-S-00210 (210-A).
 - 1. Approved Products: RAM-NEK manufactured by Henry Company, Bidco C-56 manufactured by Trelleborg Pipe Seals, or approved equal.
- D. Manhole Surface Protection: Manholes shall have factory applied coatings on the interior and exterior. Surface preparation and coating application shall comply with the manufacturer's recommendations. Surface coating shall consist of either two (2) 40-mil coats of BITU-Mastic coal-tar epoxy; three (3) coats of an acrylic polymer-base concrete coating and sealant (non-asphalt or coal tar based) (ConSeal CS-55 or approved equal) with a dry film thickness of 3.5 mils; or two coats of a cycloaliphatic amine epoxy (TNEMEC Series 104 or approved equal) with a total dry film thickness of 14.0 mils (minimum dry film thickness shall be 7.0 mils for each coat) . Coating shall be applied to the tongue and groove area of the manhole segments. The coating manufacturer and applicator shall inspect and certify all coatings prior to leaving the pre-caster facility.
- E. Exterior Joint Wrap: The exterior of all joints shall be sealed with elastomastic-based concrete joint wrap.

2.02 MANHOLE FRAMES AND COVERS

- A. Frames and covers shall be water-tight. Traffic loading shall be required by the service conditions.
- B. Manhole cover shall sit neatly in the rings, with contact edges machined for even bearing and top flush with ring edge. The cover shall have two non-penetrating pick holes. Cover shall not be perforated. The cover shall read as shown on the City of Venice Standard Detail.

2.03 CONCRETE GROUT

- A. Concrete grout shall be premixed, prepackaged non-shrink cement-based grout such as Five Star Grout manufactured by U.S. Grout Corporation.
- B. Non-shrink when tested in accordance with ASTM C827.
- C. Minimum compressive strength of 5,000 psi at 28 days when tested in accordance with ASTM C109.

2.04 FILTER FABRIC

- A. Filter fabric shall be a FDOT Type D-2 woven drainage geotextile complying with the requirements of "FDOT Standard Specifications for Road and Bridge Construction," Section 985, latest edition.

PART 3 EXECUTION

3.01 INSTALLATION OF MANHOLE FOOTINGS AND SECTIONS

- A. General Requirements:
 - 1. The excavation shall be kept free of water while the manhole is being installed.
 - 2. The area shall not be backfilled until inspected by the Inspector.
 - 3. Comply with OSHA confined entry requirements.
- B. The excavation shall be properly dewatered to allow placing of bedding material and setting the manhole footings on drained subgrade.
- C. Precast footings shall be placed on a layer of compacted bedding material consisting of a minimum of six inches (6") of crushed stone. Subgrade shall be compacted prior to the placement of crushed stone bedding. Filter fabric shall be placed above and below the compacted bedding material.
- D. Manhole sections and top slab shall be placed using manufacturer's recommended procedure for sealing the horizontal joints.
- E. The surface protection coating shall be touched up after installation and exterior joint wrap shall be installed in accordance with the manufacturer's written instructions.
- F. The frame and cover shall be placed on the top of the manhole or some other means shall be provided to prevent accidental/ unauthorized entry until the Contractor is ready to make final adjustment to grade.

- G. Backfilling: Material for backfilling shall consist of the excavation, borrow sand, or other approved materials, and shall be free of trash, lumber or other debris. Backfill shall be placed in horizontal layers not in excess of nine inches (9”) in thickness and have a moisture content such that a density may be obtained to prevent excessive settlement or shrinkage. Each layer shall be compacted by hand or approved machine tampers with extreme care being exerted not to damage pipe or structures. Backfill shall be placed and compacted evenly against the exposed surface to prevent undue stress on any surface.

3.02 MIXING MORTAR

- A. Mortar shall be mixed in accordance with ASTM C270 and the recommendations of the manufacturer.

3.03 SETTING FRAMES AND COVERS

- A. Frames shall be set with the tops conforming accurately to the grade of the pavement or, in unpaved areas, two inches (2”) above finished ground surface. Frames shall be set concentric with the top of the adjustment rings so that the space between the top of the manhole masonry and the bottom flange of the frame shall be completely filled and made watertight. A thick ring of mortar shall be placed all around and on the top of the bottom flange. The mortar shall be smoothly finished and sloped to shed water away from the frame.
- B. Manhole covers shall be left in place in the frames on completion of other work at the manholes.

END OF SECTION

SECTION 02616
POLYVINYL CHLORIDE (PVC) PIPE

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnishing and installing PVC pipe for water, sewer, and reclaimed water distribution systems.
- B. Inspection.
- C. Disinfection.

1.02 REFERENCE STANDARDS

- A. Current Florida Department of Environmental Protection (FDEP) Rules and Regulations relating to water, sewer, and/or reclaimed water distribution systems and force mains.

1.03 SUBMITTALS

- A. The Contractor shall submit the following in accordance with Section 01340:
 - 1. Product data showing compliance with the requirements of this Section.
 - 2. Manufacturer's recommendations for pipe jointing and laying.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Comply with the requirements of Section 01620 and those herein.
- B. Pipe shall be unloaded and inspected in accordance with the manufacturer's written instructions.
- C. Pipe and fittings stored on the site shall be stored in the protective unit packages provided by the manufacturer. If packages need to be opened, the pipe shall be stored on a flat surface and not in direct contact with the ground. Do not stack higher than four feet (4'). Keep inside of pipe and fittings free from dirt and debris. Care shall be exercised to avoid compression damage or deformation to the pipe.
- D. All pipe and fittings that are stored shall be covered to provide protection from sunlight.
- E. Handle all material carefully at all times. Any pipe or fitting having a crack or which has received a severe blow shall be marked rejected and immediately be removed from the Work.

PART 2 PRODUCTS

2.01 PVC PIPE

A. Pressure Class-Rated Polyvinyl Chloride (PVC) Pipe:

1. Pressure class-rated PVC pipe and accessories 4 inches to 12 inches in diameter shall meet the requirements of American Water Works Association (AWWA) C-900. Pipe have an outside diameter equal to that of standard ductile iron pipe and a minimum wall thickness of Dimension Ratio (DR) 18, Class 150. Each length of pipe shall be hydrotested to four (4) times its class pressure by the manufacturer in accordance with AWWA C-900.
2. Pressure class-rated PVC pipe and accessories 14 inches to 36 inches shall meet the requirements of AWWA C-905. Pipe shall have an outside diameter equal to that of standard ductile iron pipe. Pipe shall be listed by Underwriters Laboratories. Pipe and accessories shall bear the NSF mark indicating pipe size, manufacturer's name, and AWWA and/or ASTM Specification number, working pressure, and production code.
 - a. Water and Reclaimed Water: Pipe shall have a minimum wall thickness of DR 18. Each length of pipe shall be hydrotested to two (2) times its pressure rating (235 psi) for a minimum dwell of five (5) seconds by the manufacturer in accordance with AWWA C-905.
 - b. Sewer Force Mains: Pipe shall have a minimum wall thickness of DR 21. Each length of pipe shall be hydrotested to two (2) times its pressure rating (200 psi) for a minimum dwell of five (5) seconds by the manufacturer in accordance with AWWA C-905.
3. PVC pipe three inches (3") and less in diameter may be constructed using pipe conforming to ASTM D2241 with push-on joints. Pipe shall have a minimum wall thickness of DR 21 and be 200 psi pipe unless otherwise specified by the Owner. This PVC pipe shall not be used for working pressures greater than 125 psi.
4. Pipe shall be colored as follows:
 - a. Potable Water Mains: Blue.
 - b. Raw Water Main: White.
 - c. Reuse Water Main: Purple.
 - d. Force Main: Green.

B. Pipe Joints:

1. Pipes with nominal diameters of less than four inches (4") may have either

- compression joints as described herein or solvent-welded joints. Solvent cements shall be as specified in AWWA C-900. Jointing shall be in strict accordance with the pipe manufacturer's direction.
2. Pipes four inches (4") in diameter or larger shall be of the push-on type, unless otherwise directed by the Engineer, so that the pipe and fittings may be connected on the job without the use of solvent cement or any special equipment. The push-on joint shall be a single resilient gasket joint designed to be assembled by the positioning of a continuous, molded resilient ring gasket in an annular recess in the pipe or fitting socket and the forcing of the plain end of the entering pipe into the socket, thereby compressing the gasket radially to the pipe to form a positive seal. The gasket and annular recess shall be designed and shaped so that the gasket is locked in place against displacement as the joint is assembled. The resilient ring joint shall be designed for thermal expansion or contraction with a total temperature change of at least 75 degrees F in each joint per length of pipe. The bell shall consist of an integral wall section with a solid cross section elastomeric ring which shall meet requirements of ASTM F-477. The thickened bell section shall be designed to be at least as strong as the pipe wall.
 3. Gaskets: Shall be suitable for use with potable water, reclaimed water, or sanitary sewer as applicable. Gaskets shall be molded to a circular form and to the proper cross section and shall consist of a vulcanized high grade elastomeric compound conforming to AWWA C-900, When assembled, the gasket shall be compressed radially on the pipe spigot so as to effect a positive seal under all combinations of joint tolerances and is the only element depended upon to make the joint flexible and watertight.
 4. Lubricant furnished for lubricating joints shall be nontoxic, shall not support the growth of bacteria, shall have no deteriorating effects on the gasket or pipe material, and shall not impart color, taste, or odor to the water.
 5. All surfaces of the joint upon or against which the gasket may bear shall be smooth, free of cracks, fractures, or imperfections that could adversely affect the performance of the joint.
 6. Restrained joints shall be provided at all horizontal and vertical bends and fittings and at all other locations indicated by the Contract Documents.
- C. Fittings for PVC Pipe: Comply with the requirements of Section 02661 and the City of Venice Standard Details.

2.02 QUALITY ASSURANCE

- A. The inside and the outside surface of each length of pipe shall be free from nicks, scratches, and other surface defects and blemishes. The pipe shall be homogeneous throughout, free of any bubbles, voids, or inclusions. Any pipe that does not comply with

these requirements shall immediately be removed from the site and replaced at no additional cost to the Owner.

PART 3 EXECUTION

3.01 INSTALLATION – GENERAL

- A. The Contractor shall install PVC pipe in strict accordance with the manufacturer's written recommendations for pipe jointing and laying.
- B. The Contractor shall comply with the requirements of the Contractor Documents and the City of Venice Standard Details for pipe trenching and backfill.

3.02 CUTTING

- A. Follow manufacturer's recommended procedure, and use only the recommended tools for cutting and beveling.

3.03 PLACING PIPE IN TRENCH

- A. Pipe that is assembled prior to placing in the trench shall be carefully fed by hand (or with the use of approved equipment) on the pipe bed.
- B. Provide pockets in the pipe bed material to accommodate bell ends and eliminate a concentration of load at these points.

3.04 PREVENTING TRENCH WATER FROM ENTERING PIPE

- A. When pipe laying is not in progress, close the open ends of pipe with a watertight plug and allow no water or other objectionable materials to enter the pipe.

3.05 WATER/SEWER CLEARANCE REQUIREMENTS

- A. Vertical clearance at crossings and horizontal separation between parallel lines shall be provided in accordance with the Contract Documents and requirements of F.A.C Rule 62-555.314.

3.06 VALVES AND FITTINGS

- A. Buried valves shall be installed in the manner specified in Section 02663. Valves shall be firmly set on a foundation or footing of solid concrete or stone, not less than one cubic foot in volume, which shall have been placed on firmly compacted ground.
- B. The height of the valve and its supporting foundation shall conform to the height of the connecting pipe so there will be no strain on the joints.

3.07 PREPARATION PRIOR TO MAKING CONNECTIONS INTO EXISTING PIPING SYSTEMS

- A. Prior to making connections into existing piping systems:
 - 1. Field verify location, size, piping material, and piping system of the existing pipe.
 - 2. Obtain all required fittings, which may include but is not limited to saddles, sleeve type couplings, flanges, tees, and others indicated in the Contract Documents or as required to complete the Work in accordance the intent of the Contract Documents.
 - 3. Have installed all temporary pumps and/or pipes in accordance with the Contract Documents.
- B. Unless otherwise approved by the Owner, new piping systems shall be completely assembled and successfully tested prior to making connections into existing pipe systems.

3.08 INSPECTION

- A. The Contractor shall be responsible for visually inspecting of each newly installed valve, pipe, fitting, etc., to confirm no signs of leaks are present. The Inspector shall be permitted to perform visual inspections prior to backfilling. Dewatering equipment shall be provided and operated as necessary to prevent groundwater from interfering with the Inspector's visual inspection.

3.09 DISINFECTION

- A. Disinfection Procedures for Cutting into or Repairing Existing Water Main: Work shall follow the following disinfection and contamination prevention procedures:
 - 1. Prevent contaminants from entering the existing pipe during the repair. Maintain a dewatered trench to prevent groundwater from entering the existing pipe.
 - 2. Keep all materials (e.g., pipe, couplings, fittings, valves) being used in a clean and sanitary condition during storage, handling, and installation.
 - 3. Clean exterior of existing pipe by mechanical means prior to cutting. The area to be cleaned shall include all areas that may come into contact with couplings or fittings.
 - 4. Disinfect the following by spraying or swabbing with a one percent to five percent (1%–5%) chlorine solution:
 - a. Exterior of existing pipe in all areas that may come into contact with couplings or fittings.
 - b. Exposed portions of existing pipe interior surfaces.

- c. Interior of pipe, couplings, fittings, valves, etc., to be installed.

END OF SECTION

SECTION 02640
VALVES AND ACCESSORIES

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnishing and installing gate valves, butterfly valves, insertion valves, line stops, air release valves, and appurtenances.

1.02 REFERENCE STANDARDS

- F. ASTM A36 – Standard Specification for Carbon Structural Steel.
- G. ASTM A48 – Standard Specification for Gray Iron Castings.
- H. ASTM A126 – Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
- I. ASTM A283 – Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates.
- J. ASTM A563 – Standard Specification for Carbon and Allow Steel Nuts.
- K. AWWA C504 – Rubber-Seated Butterfly Valves.
- L. AWWA C509 – Resilient-Seated Gate Valves for Water Supply Service.
- M. AWWA C515 – Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service.
- N. NSF 61 – Drinking Water System Components – Health Effects.

1.03 SUBMITTALS

- A. The Contractor shall submit shop drawings and product data showing compliance with the requirements of this Section in accordance with Section 01340.
- B. Insertion Valves and Line Stops: The Contractor shall submit the manufacturer's installation instructions.

1.04 QUALITY ASSURANCE

- A. Workers involved in the installation shall be experienced in the installation of the products being used.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Actuators:

1. All valve operators shall be designed as not to require over 80 pounds pull to meet the required torque to operate the valves.
2. All manually operated shut-off or isolation valves installed below grade shall be furnished with AWWA two-inch (2") square actuating nuts and valve boxes. Valve boxes
3. All valves shall open by turning to the left or counter-clockwise when viewed from the stem. The operating nut shall have an arrow cast in the metal indicating the direction of opening.

B. All valves shall have the manufacturer's distinctive marking, pressure rating, and year of manufacture cast on the body.

C. All valves shall be tested in accordance with applicable AWWA pressure testing procedures.

D. All valves for potable water service shall be NSF61 certified.

2.02 GATE VALVES

A. Gate valves 3-inch and larger shall be cast or ductile iron bodied, bronze mounted, resilient rubber seated with wedge type disk. Valves shall be manufactured in accordance with AWWA C509 or C515.

B. Gate valves shall be suitable for buried service, be non-rising stem design, be designed for 200 psi working pressure, be of O-ring type, and have a permanently lubricated thrust collar sealed with an o-ring above and below. Hardware shall be stainless steel. Valves shall have mechanical joint ends.

C. Gate valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve.

E. Gate valves shall be suitable for an operating pressure of 200 psi and shall be tested in accordance with AWWA C509 or C515.

F. Gate valves shall be coated, interior and exterior, with fusion bonded epoxy per AWWA C550.

G. Acceptable Manufacturers: American Valve, Mueller, or pre-approved equal.

2.03 BUTTERFLY VALVES

- A. Butterfly valves shall conform to the AWWA C504, except as hereinafter specified. Valves shall be Class 150B.
- B. Butterfly valves shall have mechanical joint ends. Butterfly valves of the "wafer" or "spool" type will not be accepted.
- C. Valve bodies shall be constructed of cast iron conforming to ASTM A126 Class B or ductile iron conforming to ASTM A536 Grade 65-45-12 with integrally cast hubs for shaft bearing housings of the through boss-type. Stuffing box shall be provided at the operator end of the vane shaft.
- D. Valve disc shall be constructed of cast iron conforming to ASTM A48 Class 40, ductile iron conforming to ASTM A536 Grade 65-45-12, or Type 316 stainless steel.
- E. The valve shaft shall be turned, ground, and polished constructed of Type 304 (ASTM A276) stainless steel and designed for both torsional and shearing stresses when the valve is operated under its greatest dynamic or seating torque. Shaft shall be of either a one-piece unit extending full size through the valve disc and valve bearing or it may be of a stub shaft design. Shaft bearings shall be teflon or nylon, self-lubricated type. Shaft seals shall be self-adjusting split V packing. Shaft seals shall be of a design allowing replacement without removing the valve shaft.
- F. Valve seats shall be an EPDM elastomer.
 - 1. Valve seats 24 inches and larger shall be field adjustable and replaceable without dismantling operator disc or shaft and without removing the valve from the line. All retaining segments and adjusting devices shall be of corrosion resistant material with stainless Nylock screws and be capable of the 1/8-inch adjustment.
 - 2. Valves 20 inches and smaller shall have bonded or mechanically restrained seats as outlined in AWWA C504. Where the EPDM seat is mounted on the valve body, the mating edge of the valve disc shall be 18-8 or better stainless steel or Nickel-Chrome, 80%-20%. Where the EPDM seat is mounted on the valve disc, the valve body shall be fitted with an 18-8 or better stainless steel seat offset from the shaft, mechanically restrained and covering 360 degrees of the peripheral opening or seating surface.
- G. Operators shall be worm gear type and shall be totally enclosed in a gear case in accordance with AWWA C504. Operators shall be capable of seating and unseating the disc against the full design pressure of velocity, as specified for each class, into a dry system downstream and shall transmit a minimum torque to the valve. Operators shall be rigidly attached to the valve body.
- H. All exposed nuts, bolts, springs, washers, and other hardware shall be Type 316 stainless steel.

- I. Valves shall be coated, interior and exterior, with fusion bonded epoxy per AWWA C550.
- J. Approved Manufacturers: Henry Pratt Company, DeZurik Inc., and Mueller Co.

2.04 INSERTION VALVES

A. General:

- 1. Insertion valves shall comply with AWWA C509 or AWWA C515, except as hereinafter specified. Valves shall be rated for 250 psi working pressure.
- 2. Insertion valves shall be designed to permit installation under full line pressure with no interruption of service.

B. Valve Body: Insertion valve bodies shall be two parts (upper and lower sleeves) constructed ductile iron (ASTM A536 Grade 64-45-12) or carbon steel (ASTM A536 Grade 65-45-12) in accordance with the requirements of AWWA C509 or AWWA C515. Rubber gaskets constructed of EPDM shall be provided to provide a pressure-tight assembly up to the rated pressure

- 1. For insertion valves where the coupon includes the full circumference of the pipe, the valve body shall be restrained to the pipe with mechanical joint restraints.

C. Bonnet: Bonnet shall be ductile iron (ASTM A536 Grade 64-45-12).

D. Hardware: All exposed hardware shall be Type 304 or Type 316 stainless steel.

E. Resilient Wedge:

- 1. The resilient wedge shall comply with AWWA C509 or AWWA C515 and shall be constructed of ductile iron and shall be fully encapsulated with EPDM rubber (i.e., no exposed iron).
- 2. The wedge shall seal equally well with flow in either direction; pressure equalization on the downstream or upstream side of the closed wedge shall not be necessary to open the valve.

F. Stem: The stem shall be a one-piece, non-rising stem (NRS) type with integral thrust collar that meets AWWA C509 or AWWA C515. The stem shall feature O-ring stem seals suitable for buried service. The gate valve stem and wedge nut shall be copper alloy or stainless steel. The wedge nut shall be independent of the wedge.

G. Coating: Valves shall be coated, interior and exterior, with fusion bonded epoxy per AWWA C550.

- H. Acceptable Products: Insert Valve manufactured by TEAM Industrial Services, EZ Valve manufactured by Advanced Valve Technologies, or pre-approved equal.

2.05 LINE STOPS

A. General:

1. Line stops shall be designed to permit installation under full line pressure and shall fully stop flow to allow the main to be isolated for repairs.
2. Line stops shall be designed for use on buried pipes.
3. Line stops shall be rated to a minimum working pressure of 150 psi.
4. All components that come in contact with water shall comply with the requirements of NSF/ANSI 61.

- B. Line Stop Body: Line stop bodies shall be two parts (upper and lower sleeves) constructed ductile iron (ASTM A536 Grade 64-45-12) or carbon steel (ASTM A536 Grade 65-45-12) in accordance with the requirements of AWWA C509 or AWWA C515. Rubber gaskets constructed of EPDM shall be provided to provide a pressure-tight assembly up to the rated pressure.

1. For line stops where the coupon includes the full circumference of the pipe, the ends of the line stop body shall be restrained to the pipe with mechanical joint restraints.

- C. Line Stopper: As recommended by line stop manufacturer. Inflatable plugs shall not be permitted.

- D. Hardware: All exposed hardware shall be Type 304 or Type 316 stainless steel.

- E. Completion Plug: As recommended by the line stop manufacturer.

- F. Blind Flange: Shall be constructed of the same material as the line stop body.

- G. Coating: Line stop body and blind flange shall be coated, interior and exterior, with fusion bonded epoxy per AWWA C550.

- H. Acceptable Manufacturers: TEAM Industrial Services, Advanced Valve Technologies, or pre-approved equal.

2.06 AUTOMATIC AIR RELEASE VALVES

- A. Valves shall be designed, manufactured, and tested in accordance with AWWA C512.

- B. Valve Design and Construction:

1. The valve shall be designed to permit discharging the surge of air from an empty line when filling and relieve the vacuum when draining the system. The valve shall also release an accumulation of air when the system is under pressure. This shall be accomplished in a single valve body.
 2. The valve shall operate through a compound lever system which will seal both the pressure orifice and the air and vacuum orifice simultaneously. This system shall permit an orifice to release an accumulation of air from the valve body.
 3. The function of the lever system shall also permit a positive disengagement of the main valve from the large orifice, as the float drops and pressure decreases. The disengagement shall be immediate and not limited to the initial draw of a vacuum.
 4. The valve shall be two-inch (2") NPT inlet and a one-half inch (1/2") NPT outlet.
 5. The air release valve shall be rated to 150 psi working pressure.
 6. Materials of Construction:
 - a. Body: Cast iron (ASTM A126 Class B).
 - b. Orifice, Float, and Linkage: Stainless steel.
 - c. Seat: Buna-N (nitrile rubber).
 - d. Coatings: Valve body interior and exterior shall be coated with fusion bonded epoxy in accordance with AWWA C550.
- C. One-half inch (1/2") Sch. 40 PVC pipe shall be provided to direct discharge from the outlet towards the ground as shown on the in the City of Venice Standard Detail.
- D. Approved Products: APCO Series 400, H-TEC Model # 986, or Val-Matic Series 48A.

2.07 VALVE BOXES

- A. Comply with the requirements for 02661 for valve boxes, brass tags, and concrete pads.

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Valves shall be set plum with the stem vertical. The operating nut shall be between six and eighteen inches (6"-18") below finished grade. Extension shafts, if required, supplied by the valve manufacturer and a stainless steel centering plate shall be provided and installed in accordance with the manufacturer's written instructions.

- B. Butterfly valves shall be installed with the valve shaft horizontal.
- C. Valves shall be set on a firm foundation and supported by tamping selected excavated material under and at the sides of the valve. Comply with the requirements of City of Venice Standard Details
- C. Install couplings and fittings in accordance with manufacturer's instructions and the requirements of the Contract Documents.
- D. All valves placed within ten feet of a mechanical joint fitting shall be restrained to the fittings with four (4) 3/4-inch diameter steel rods, unless otherwise directed in writing by the Owner. The steel rods shall be heavily coated with two (2) coats of bituminous paint.
- E. The installation of all valves and fittings shall assure electrical continuity using mechanical joint retainer glands or grounding straps.
- F. Before backfilling, all exposed portions of any bolts shall be heavily coated with two (2) coats of bituminous paint.
- G. Comply with the requirements of Section 02661 for the installation of valve box, concrete pad, and brass tag.

3.02 INSERTION VALVES AND LINE STOPS

- A. Insertion valves and line stops shall be installed by an installer trained by the manufacturer.
- B. Installation shall be in strict accordance with the manufacturer's written instructions.
- C. Restraints and thrust blocks shall be provided as recommended by the manufacturer and as required for ensure no movement of the insertion valve, line stop, or pipe occurs for line pressures up to 150 psi.

END OF SECTION

SECTION 02645
HYDRANTS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnishing and installing fire hydrants and appurtenances.

1.02 REFERENCE STANDARDS

- A. AWWA C502 – Dry-Barrel Fire Hydrants, latest edition.

1.03 SUBMITTALS

- A. Submit shop drawings and product data in accordance with Section 01340.

PART 2 PRODUCTS

2.01 FIRE HYDRANTS

- A. Fire hydrants shall conform to the requirements of AWWA C502.
- B. Fire hydrants shall have safety breakaway construction above the ground line. Fire hydrants shall have six inch (6”) diameter mechanical joint inlet/joint shoe connections, two (2) 2-1/2 inch diameter hose nozzles, and one (1) 4-1/2 inch diameter pumper nozzle. Nozzles shall be fitted with caps. Connection threads shall conform to National Standard Specifications as adopted by National Board of Fire Underwriters. Operating nut shall be a 1-1/2 inch pentagon, measured from flat to point, and shall open left (counter-clockwise). Main valve opening shall be 5-1/4 inch diameter and shall be of compression type, opening against water pressure so that the valve remains closed should the barrel be broken off.
- C. Fire hydrants shall not have drain ports or, if drain ports exist, they shall be plugged with removable, threaded drain plugs.
- D. All bolts shall be stainless steel.
- E. Bury Depth: The Contractor shall perform exploratory excavation for each fire hydrant to determine the necessary bury depth of the new fire hydrant prior to purchasing or ordering fire hydrants
- F. Approved Products: American-Darling B-84-B-5, Mueller Super Centurian A423, or pre-approved equal.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Fire hydrants shall be set at the location shown on the Plans or as directed by the Owner. Installation shall comply with the Standard Details.
- B. Fire hydrants shall be bedded on a firm foundation of at least eight inches (8") of crushed shell. The Contractor shall place crushed shell in loose lifts not exceeding four inches (4") and fully compact each lift using machine tamper.
- C. Fire hydrants shall be set in true vertical alignment and with their nozzles parallel with or at right angles to the curb, with the pumper nozzle facing the curb. Hydrants shall be set at the established grade, with the bury line even with the finished ground surface and the breakaway flange above ground in accordance with the manufacturer's written instruction. Nozzles shall be at least 16 inches above the ground. The use of bends to adjust the elevation of the hydrant shall not be permitted.
- D. All nuts and bolts located below finish grade shall be given a heavy bituminous coating after installation, prior to backfilling.
- E. All hydrant valves shall be restrained to the hydrant tee with tiebacks or restrained fittings.
- F. The Contractor shall install a blue delineator/marker at a location in the roadway as directed by the Owner.

END OF SECTION

SECTION 02661
PIPING SPECIALTIES

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnishing and installing valve boxes, brass tags, couplings, ductile iron fittings, service saddles and appurtenances.

1.02 SUBMITTALS

- A. The Contractor shall submit shop drawings and product data showing compliance with the requirements of this Section in accordance with Section 01340.

PART 2 PRODUCTS

2.01 VALVE BOXES

- A. Valve boxes shall be cast iron, heavy pattern, screw-type valve box with cast iron drop cover marked "WATER," "SEWER," "RAW," "REUSE," etc., to denote the type of service.
- B. Valve boxes shall have barrels not less than five inches (5") inside diameter and lengths adapted to valve depth. They shall be of sufficient height to allow them to be raised an additional two inches (2") above the final elevation.
- C. Valves located in ditches or with over four feet (4') of cover to the main shall use a trench adapter valve box (American Flow Control).
- D. Valve box lids for potable water service shall be painted blue with Rust-Oleum Industrial Choice M1600 System Precision Line Inverted Marking Paint Aerosol, Solvent Based. Color shall be Caution Blue (SKU 203022).
- E. Acceptable Manufacturers: Clow Corporation, Tyler Union, or pre-approved equal.

2.02 BRASS TAGS

- A. The Contractor shall provide a brass tag with valve identification information for each valve.
- B. Brass tags shall be 3-inch diameter, 1/8-inch (min.) thick, brass discs with an anchor permanently attached to the underside of the disc.
- C. The following identifying information shall be engraved in 1/4-inch (min.) tall letters. All lettering shall be upper case.

1. Line 1: Valve number, shall correspond with valve number indicated on the Plans or as provided by the Owner.
2. Line 2: Size and type of valve (e.g., 6" GV).
3. Line 3: Type of service (e.g., WATER).
4. Line 4: Direction and number of turns to open (e.g., L-19).
5. Line 5: Year of installation (e.g., 2016).

The Contractor shall be aware that the information required to be engraved on the brass tag differs from Sheet No. U-4 of the Standard Details.

2.03 CONCRETE VALVE PADS

- A. The Contractor shall provide fiber-reinforced, cast-in-place concrete pads complying with Sheet No. U-4 of the Standard Details. Pre-cast concrete pads shall not be acceptable.

2.04 COUPLINGS

- A. General: **For joining the plain end of a PVC or ductile iron pipe to any existing pipe that is not asbestos cement pipe, a solid sleeve with joint restraints shall be used.** HYMAX couplings shall be used for joining the plain end of a PVC or ductile iron pipe to an existing asbestos cement pipe.

B. HYMAX Couplings:

1. Acceptable Manufacturer: Shall be manufactured by Krausz; substitutions will not be accepted.
2. Coupling shall be selected based on the sizes and materials of pipe to be joined.
3. Materials of construction shall be:
 - a. Center Rings: ASTM A53 Grade A steel for sizes 1-1/2 inches to 12 inches.
ASTM A283 Grade C steel for sizes 14 inches to 60 inches.
 - b. Coatings: Fusion bonded epoxy, interior and exterior.
 - c. End Ring: ASTM A283 Grade C steel.
 - d. Gaskets: EPDM compounded for water, complying with NSF 61 and NSF 371.
 - e. Nuts and Bolts: Type 304 stainless steel.
 - f. Bridge: Type 304 stainless steel.

C. Solid Sleeves: Shall be mechanical joint, solid sleeve fittings, equipped with joint restraints. Coupling shall be selected based on the sizes and materials of pipe to be joined.

1. Materials of Construction:

- a. Coupling: Ductile iron.
- b. Gaskets: Suitable for potable water, complying with NSF 61 and NSF 371.
- c. Nuts and Bolts: Stainless steel.
- d. Coatings: Fusion bonded epoxy lined and coated (i.e., coating shall be on interior and exterior) per ANSI/AWWA C116/A21.15 and UL/NSF-61.

2.05 DUCTILE IRON FITTINGS

- A. All pipe fittings shall be ductile iron mechanical joint compact fittings complying with ANSI/AWWA C153/A21.53.
- B. Ductile iron fittings shall be fusion bonded epoxy lined and coated (i.e., coating shall be on interior and exterior) per ANSI/AWWA C116/A21.15 and UL/NSF-61 for all applications (i.e., potable, raw, reuse, and sewer).

2.06 MECHANICAL PIPE JOINT RESTRAINTS

- A. General: Mechanical pipe joint restraints shall include ductile iron gland and wedges (ASTM A536, Gr. 65-45-12), gaskets (ANSI/AWWA C111/A21.11), and restraining bolts and lugs. The joint restraint system shall be designed for use with the pipe material that it is to be installed on.
 1. Approved Products: MEGALUG by EBAA Iron, Inc.; RomaGrip by Romac Industries Inc.; Stargrip Series 4000 by Star Pipe Products; or approved equal.

2.07 PVC PIPE RESTRAINTS

- A. Restraint rings shall be made of ductile iron components. A split ring shall be used behind the bell and a serrated restraint ring shall be used to grip the pipe. A sufficient number of bolts shall be used to connect the bell right and the pipe ring. The combination shall have a minimum working pressure rating of 150 psi. All ductile iron components shall comply with ASTM A536.
 1. Approved Products: Series 1600 by EBAA Iron, Inc.; 600 Series by Romac Industries Inc.; PV-LOK by Sigma Corporation; Series 1100 by Star Pipe Products; or approved equal.

2.08 SERVICE SADDLES FOR AIR RELEASE VALVE ASSEMBLIES

- A. Four-bolt tapping saddles with stainless steel bodies, stainless steel straps, and all stainless steel hardware. Shall have a rubber gasket cemented to the body. Tap size shall be two inch (2"). Service saddles for air release valves shall be dual-strap type.
 - 1. Approved Products: Ford Meter Box FS323 Double Band Stainless Steel Saddles, PowerSeal Model 3417AS or Model 3422AS, or approved equal.

2.09 FITTINGS FOR AIR RELEASE VALVE ASSEMBLIES

- A. Pipe: Threaded Sch. 80 Type 316 stainless steel complying with ASTM A312.
- B. Fittings: Threaded Type 316 stainless steel fittings complying with ASME 16.11.
- C. Ball Valves: Threaded, full-port ball valve complying with ASME B16.34. Shall be lockable.
 - 1. Materials of Construction:
 - a. Body: ASTM A351 Gr. CF8M or better.
 - b. Ball: Type 316 stainless steel.
 - c. Stem: Type 316 stainless steel.
 - d. Handle: Type 304 stainless steel or better. Shall include plastic or vinyl grip.

PART 3 EXECUTION

3.01 INSTALLATION – GENERAL

- A. Install products in accordance with the manufacturer's written instructions, applicable Standard Details, and these Specifications.
- B. All buried couplings and restraining rods shall be completely coated with two (2) coats of bituminous paint.
- C. Solid sleeves shall be restrained to pipe on both ends with mechanical pipe joint restraints. Steel rods for joint restraints and all exposed parts of any bolts shall be heavily coated with two (2) coats of bituminous paint.

3.02 VALVE BOXES, CONCRETE PADS, AND BRASS TAGS

- A. Valve boxes shall be set plum with the top and base of the valve box centered over the valve operating nut. The bottom of the lower section shall be enclosed by the valve bonnet and operating nut and shall rest on compacted backfill; the valve box shall not rest on the

valve body or operating stem. The top section of the box shall be set to allow adjustment above and below finished grade.

- B. After correctly positioning the valve box, fill shall be carefully tamped around the valve box on all sides of the box. A fiber-reinforced, cast-in-place concrete pad complying with the requirements of Sheet No. U-4 of the Standard Details shall be constructed with the valve box cover flush with the finished surface. The brass tag shall be anchored in the concrete pad as shown on Sheet No. U-4 of the Standard Details and shall be flush with the finished surface.

END OF SECTION

SECTION 02705
RESTORATION AND GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Restoring existing surfaces and improvements including but not limited to pavement, curb and gutter, sidewalk, structures, signs, lighting, mailboxes, fencing, turf, and landscaping damaged during construction.

1.02 SPECIFICATIONS AND STANDARDS REFERENCE

- A. Any reference to a supplementary specification or standard such as ASTM, AWWA, AASHTO, etc., shall reference to the latest edition of that specification or standard.
- B. All references to "FDOTSPEC" shall mean the latest edition of the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction."
- C. Specifications Section:
 - 1. Section 02230 – General Excavating, Filling, and Backfilling.

1.03 SUBMITTALS

- A. The Contractor shall submit technical data on all materials to be installed under this Section.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Flexible Pavement: Comply with requirements of Sections 901, 902, 911, 913, 914, 916, and 917 of the FDOTSPEC; the requirements of the county and city agencies having jurisdiction; and the Contract Documents.
- B. Concrete Pavement, Driveway, Sidewalk, Curb, and Gutter: Comply with requirements of Sections 901, 902, 921, 923, 924, and 925 of the FDOTSPEC; the requirements of the county and city agencies having jurisdiction; and the Contract Documents.
- C. Sod: Refer to Section 02933.
- D. Water: The Contractor shall be responsible for furnishing water as required during sodding operations, through the maintenance period, until the work is accepted. The Contractor shall make necessary arrangements to ensure an adequate supply of water. The Contractor shall also furnish all necessary hoses, equipment, attachments, and accessories for the adequate irrigation of lawns and planted areas.

- F. Trees and Shrubs: All trees and shrubs removed or damaged by the Contractor shall be replaced in kind.

PART 3 EXECUTION

3.01 GENERAL

- A. Existing property damaged or disturbed during construction shall be restored by the Contractor at no additional cost to the Owner to a condition at least equal to the original condition of the property, unless otherwise specified in the Contract Documents.
- B. Existing roadway or drainage improvements damaged within a roadway or drainage right-of-way or easement shall be restored by the Contractor at no additional cost to the Owner in accordance with the requirements of the state, county, and city agencies having jurisdiction thereof.

3.02 UNDERGROUND FACILITIES

- A. Existing underground utilities and drainage systems damaged during construction shall be immediately repaired by the Contractor at no additional cost to the Owner to the specifications of the owner of the damaged system. Where the utility owner elects to make said repairs under their direction, the Contractor shall pay for such repair costs directly.
- B. Where damage to existing underground utilities is anticipated due to unavoidable conflicts, the Contractor shall construct their Work so as to cause the least amount of interruption of service as possible.
- C. Where construction changes the land surface elevation and existing valve boxes are present, the valve box shall be extended or reduced by means of new extension pieces of proper length for the finished grade and a new concrete valve pad complying with the requirements of the Contract Documents shall be provide.

3.03 TRENCHING AND BACKFILLING

- A. Any trenching and backfilling required to satisfy the requirements of this Section shall be in accordance with Section 02230.

3.04 PAVEMENT CUTS

- A. On dead end streets, collector streets, and high traffic streets, trenching and pipe laying shall be performed in such a manner that at least one-way traffic is maintained at all times.
- B. For Work requiring excavation of existing pavements, driveways, sidewalks, curbs, etc., the Contractor shall make saw cuts prior to excavation. Saw cuts shall be made in straight lines at existing joints. The Contractor shall also comply with the following requirement:

1. Sidewalk restoration shall take place following existing panel segments. Sidewalk replacements shall include full sidewalk panels, extending to existing joints on each end and including the full width of the sidewalk. The partial replacement of an existing sidewalk panel shall not be permitted.
 2. Driveway restoration shall take place following segments following existing panel segments. The partial replacement of an existing driveway panel shall not be permitted.
 3. Roadway restoration shall take place for an entire lane width of the roadway and shall be a rectangular cut and repair.
 4. Curb restoration shall extend to the nearest existing joint on each side of the excavation.
- C. The Contractor shall exercise care to minimize amount of pavement, sidewalk, driveways, and curbing to be removed.

3.05 CONCRETE PAVEMENT, CURB AND GUTTER, ETC.

- A. Concrete pavement, driveway, sidewalk, and curb and gutter damaged during construction shall be restored to the same dimensions as that removed or as specified in the Contract Documents. All such restoration shall be in accordance with the applicable sections of FDOTSPEEC, requirements of the county and city agencies having jurisdiction, and the Contract Documents.
- B. Prior to placing concrete, the subgrade shall be prepared in accordance with Section 02230.

3.06 FLEXIBLE PAVEMENT

- A. Stabilized subgrade damaged during construction shall be restored in accordance with Section 160 of FDOTSPEEC. The restored stabilized subgrade shall have a minimum bearing value of LBR 40, and be compacted to at least 98% of the maximum density determined by the ASTM D1557 (modified proctor).
- B. Soil cement or shell base damaged during construction shall be restored in accordance with Section 200 of FDOTSPEEC. The minimum density of the restored base shall be 98% of the maximum density determined by the ASTM D1557 (modified proctor). After completion of the base course, a bituminous prime coat shall be applied in accordance with Section 300 of FDOTSPEEC when applicable prior to placement of asphalt surface course.
- C. Asphalt surfaces damaged during construction shall be replaced with a similar surface in accordance with Section 330 of FDOTSPEEC. The material used shall be the same type and the thickness of that damaged, except that the minimum thickness shall be 1-1/2 inch. In the case of multiple layers, each layer or course of the damaged asphalt surface shall be reconstructed to duplicate the original.

3.07 LANDSCAPING AND MISCELLANEOUS

- A. Trees and bushes damaged during construction shall be removed and replaced with equal size and type by the Contractor at no additional cost to the Owner.
- B. Grassed areas damaged during construction shall be repaired with the same type sod unless otherwise specified in the Contract Documents.
- C. Sodding operations shall begin within a maximum of one (1) week after utility installation, except in cases of front and back slopes which shall be done immediately following installation completion. Any yards or part of right-of-way in front of private property that has a grass mat, shall be re-sod with like sod. The Contractor shall maintain disturbed areas until acceptable vegetation is re-established to the satisfaction of the Owner.
- D. Areas without established grass mats in front of vacant lands shall be restored by placing stall. The grass mat shall be restored to the required design or finished grade to permit proper drainage. The Contractor shall maintain disturbed areas until acceptable vegetation is re-established to the satisfaction of the Owner.
- E. Unimproved areas such as an open field or lot having its surface disturbed during construction shall be graded to duplicate the existing conditions and seeded and mulched or sodded unless otherwise specified in the Contract Documents. The Contractor shall maintain disturbed areas until acceptable vegetation is re-established to the satisfaction of the Owner.
- F. Any damage to an existing irrigation system caused by the construction operations shall be repaired by the Contractor at no additional cost to the Owner prior to the installation of sod, seed, or other landscaping unless otherwise specified in the Contract Documents.
- G. Mailboxes, landscaping, edging, railroad ties, any any other miscellaneous items damaged during construction shall be repaired to the satisfaction of the property owner and the Owner at no additional cost to the Owner.

3.08 DENSITY TESTS

- A. Density testing shall be performed in accordance with Section 02230. The Contractor shall pay for all tests related to soil restoration work.
- B. Concrete shall be tested for slump, air content, and compressive strength at least once for every 50 cubic yards for continuous pours. For smaller volume work, the same tests shall be taken for each separate pour. A minimum of four (4) sample cylinders shall be made when testing for compressive strength.

3.09 GENERAL REQUIREMENTS

- A. Maintenance of Service: The Contractor shall provide facilities and be responsible for protection of all structures, buildings and utilities, underground, on the surface, or above

ground, against trenching, dewatering or any other activity connected with work covered by this modifications of existing utilities, the Contractor shall provide for maintaining continuous water, electric, telephone, gas, sewage, and other utilities to all present customers of such utilities unless approval is obtained in writing from the utility company or the Owner for the interruption of such services.

- B. Existing Facilities: Underground structures shown on the plans are according to the best available information, but it shall be the responsibility of the Contractor to acquaint himself with the exact location and to avoid conflict with all existing facilities. Where underground structures are damaged, they shall be immediately repaired to the specifications of the owner of the utility. If the owner of the utility elects to make such repairs with their own forces, the Contractor shall make arrangements as to protect the Owner from all damages. Where such conflicts are unavoidable, every effort shall be made to construct the work so as to cause as little interference as possible with services rendered by the structure disturbed.
- C. Utility Installation Permits: The Contractor shall obtain necessary permits for construction across public and private property, streets, railroads, telephone lines, power lines, etc., unless specified otherwise in the Contract Documents. The Contractor shall abide by all rules, regulations, and requirements of the owner of such property in regard to construction under this Contract, including giving of notices, provisions for inspection and employment of such methods of construction as may be required. Costs of any permits shall be incidental to construction and reflected in unit prices bid.
- D. Work in State Rights-of-Way: Construction in state rights-of-way shall comply with the State of Florida Department of Transportation (FDOT) Utility Accommodation Guide.
- E. Work in County/City Rights-of-Way: Construction in county/city rights-of-way shall comply with the utility accommodation manual for the agency having jurisdiction.
- F. Clearing of Excavation Corridor: Only items necessary to provide adequate work space including space for hubs, batter boards, and equipment shall be removed within the right-of-way, easement, or designated construction corridor. Trees, shrubbery, poles, mailboxes, and other items not to be removed shall be protected from damage during construction. When necessary to cut tree roots and branches, such cutting shall be performed with saws in a neat and workmanlike manner.

END OF SECTION

SECTION 02734
CONTRACTOR'S STORM PREPAREDNESS/RECOVERY PLAN

PART 1 GENERAL

1.01 INTRODUCTION

- A. The National Weather Service names a tropical weather system and begins to issue advisories as soon as the system reaches tropical storm strength. The advisories are issued every 6 hours. Supplemental advisories are issued at 3 hour intervals when landfall is expected in 24 hours or less.
- B. Contractors are fully responsible for any aspect of their Work that may affect the city utility operations. The duration of this responsibility starts from the first construction day to final acceptance of the equipment or facilities installed. Therefore, during inclement weather, contractor shall protect, maintain and repair installations as needed in a timely manner.

1.02 DEFINITIONS

- A. Tropical Storm: A tropical storm/cyclone in which the maximum sustained surface winds are 39 miles per hour (34 knots) to 73 miles per hour (63 knots). At this point, the system is given a name to identify and track it.
- B. Tropical Storm Watch: A forecast issued well in advance of a severe weather event to alert the public of the possibility of a particular hazard.
- C. Tropical Storm Warning: A forecast issued when severe weather has developed, is already occurring and reported, or is detected on radar. Warning states a particular hazard or imminent danger.
- D. Hurricane: The name for a tropical cyclone with sustained winds of 74 miles per hour (65 knots) or greater in the North Atlantic Ocean, Caribbean Sea, Gulf of Mexico, and in the Eastern North Pacific Ocean. The same tropical cyclone is known as a typhoon in the Western Pacific and a cyclone in the Indian Ocean.
- E. Hurricane Watch: A formal advisory issued by forecasters at the National Hurricane Center when they have determined that hurricane conditions are a potential threat to a coastal area or group of islands within a 24 to 36 hour period. A watch is used to inform the public and marine interests of the storm's location, intensity, and movement. Everyone in the area covered by the watch should listen for further advisories and be ready to take precautionary actions including evacuation if directed.
- F. Hurricane Warning: A formal advisory issued by forecasters at The National Hurricane Center when they have determined that hurricane conditions are expected in a coastal area or group of islands within a 24 hour period. A warning is used to inform the public and marine interests of the storm's location, intensity, and movement. The warning will specify

areas where sustained winds of 74 mph, or higher, are expected to make landfall within 24 hours.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 PREPAREDNESS

A. This plan is designed to supplement any storm preparedness/recovery plan currently established by the contractor. The preparedness and recovery steps listed below shall be the minimum requirements set by the City of Venice for construction areas under contract with the City. City project managers or administrative personnel may also direct specific site requirements.

1. After a storm watch is issued:

- a. Contractor's field supervisor or project manager shall communicate with the Inspector or Owner to discuss necessary actions. The Contractor shall obtain a copy of this plan. Emergency phone numbers, including cellular phone numbers will be exchanged.
- b. General cleanup of loose construction items shall be accomplished. All storm inlets shall be protected and all loose dirt shall be swept from the roadway. Excess signs and barricades shall be stored in a secured location.
- c. Seal and secure all wells that are under repairs to prevent entry of debris or water intrusion.

2. After a storm warning is issued:

- a. Contractor's field supervisor or project manager shall communicate with the Inspector or Owner to discuss necessary actions if not previously accomplished. The Contractor shall obtain a copy of this plan. Emergency phone numbers, including cellular phone numbers will be exchanged.
- b. Complete clean up of construction items and equipment shall be accomplished. All storm inlets shall be protected and all loose dirt shall be swept from the roadway. Excess signs and barricades shall be stored in a secured location. 80# of sand/shell bags shall be placed on each side barricades that must stay in place.
- c. No open holes shall be left at the end of daily construction activities.
- d. Tighten down all panel fasteners (cover with plastic if needed) and lock electric panels.

3. After a hurricane watch is issued:

- a. Contractor shall meet with his/her key personnel and a city representative to discuss preparedness procedures, resolve any unusual circumstances and confirm communication lines.
 - b. All construction power equipment shall be removed from the public right-of-way and stored at contractor's facilities. All storm inlets shall be protected and all loose dirt shall be swept from the roadway. Excess signs and barricades shall be stored in a secured location. 120# of sand/shell bags shall be placed on each side barricades that must stay in place. All barricades must be lighted.
 - c. Be alert for tornado warnings, as hurricanes often spawn tornadoes.
 - d. All auxiliary and standby equipment should be thoroughly checked out to determine its operational condition. Engage stand-by generators when interruptions or fluctuations in power occur.
 - e. Fill all fuel tanks of vehicles and auxiliary equipment to capacity. Have sufficient fuel reserves for at least 48 hours of operation stored in approved 5 gallon gas cans.
 - f. Have spare parts which are critical to the operation of the system stocked on hand.
 - g. Store drinking water, if necessary, enough for personnel who may remain on-site for several days.
 - h. Protect any installed electronic equipment (control panels, pull boxes, computers, etc.) from driving rain or flooding.
 - i. If an evacuation order is given by local emergency managers. Constructional personnel who are in an evacuation area have to make a personal decision as to whether or not they will comply with the order. It may be true that a near-by city or county storm shelter is the safest location to wait the storm out.
 - j. Secure food and water supplies for personnel assigned to keep constructed facilities operational. Supply each individual with a minimum of 8 food packs per person assigned to facility or equipment (military MRE's).
4. After a hurricane watch is issued:
- a. Board up and secure all water treatment facilities, including pump stations. This includes sandbagging opening to prevent water intrusion.
 - b. Make sure all operators staying at the construction site during the storm know their assignments as well as the reporting locations for other personnel after the storm.

- c. All auxiliary and standby equipment should be thoroughly re-checked out to determine its operational condition.
- d. Tighten down all electric panel fasteners (cover with plastic if needed) and lock electric panels and fence gate.
- e. Prior to the storm hitting, turn off all unnecessary electrical equipment including lighting.

3.02 RECOVERY PLAN

A. After the tropical storm or hurricane passes:

1. Survey all construction site damage and notify emergency management agencies, city utilities and local regulators about utility status including estimation of placing contracted items back in service time.
2. Take photos and video of damaged areas to suit any proposed claims.
3. Check installed potable storage tanks and distribution lines for contamination. Proceed with disinfection procedures if required.
4. Determine the status of installed sewer facilities. Power outages can be wide spread and long lasting. Certain equipment such as lift stations can require portable power and/or portable pumping equipment.
4. Coordinate with the Owner if additional assistance in manpower or equipment is required.
5. Have electrical systems inspected by qualified electrical technicians before placing the equipment on line.
6. Hurricane recovery activities including labor hours, inventory and supply usage, equipment and vehicle usage and necessary purchases should be well documented for insurance reimbursement purposes. Repairs to facilities should be differentiated as to whether the repair is temporary or permanent.

PART 4 MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

- #### A.
- There shall be no separate payment for any Work defined in this Section. The cost of the storm plan preparation and Work described within the plan shall be included in the various Work items that necessitate the Work described with in this Section.

END OF SECTION

SECTION 02933
SODDING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnishing, hauling, and placing approved live sod on prepared areas in accordance with this Section at the locations shown on the Plans, to restore disturbed areas, or as directed by the Owner.

1.02 QUALITY ASSURANCE

- A. For the purposes of establishing suitable turf, a satisfactory stand of grass is herein defined a full lawn cover over areas to be sodded, with turf free of weeds, alive, and growing.
- B. It is the intent of this Section that the Contractor is obligated to deliver a satisfactory stand of grass as specified. If necessary, the Contractor shall repeat any and all work, including grading, fertilizing, watering, and sodding at no additional cost to the Owner until a satisfactory stand of grass is obtained.

1.03 SUBMITTALS

- A. The Contractor shall submit technical data on all materials to be installed under this Section.

PART 2 MATERIALS

2.01 SOD

- A. Sod shall be St. Augustine, Argentine Bahia, or other pre-approved variety with a firm texture having a compacted growth and good root development. The type of sod used shall match the existing grass type prior to construction.
- B. Sod shall be certified to meet Florida State Plant Board Specifications, absolutely true to varietal type, and free from weeds or other objectionable vegetation, fungus, insects, and disease of any kind.
- C. Before being cut and lifted, the sod shall have been mowed three (3) times with the final mowing occurring no more than one week prior to cutting into uniform dimensions.
- D. All sod shall be obtained from areas where the soil is reasonably fertile and contains a high percentage of loamy topsoil. Sod shall be cut or stripped from living, thickly matted turf relatively free of weeds or other undesirable foreign plants, large stones, roots, or other materials which might be detrimental to the development of the sod or to future maintenance.

2.02 LIME

- A. Lime shall be ground dolomite limestone, designated for agricultural use.

2.03 FERTILIZER

- A. Fertilizer shall be standard commercial fertilizers containing 12% nitrogen, 8% phosphoric acid, 8% potassium, in conformance with Section 982 of the Florida Department of Transportation Specifications, latest edition. The fertilizers shall meet the specified requirements of the applicable State and Federal laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon.

2.04 WATER

- A. The water shall be sufficiently free from oil, acid, alkali, salt, or other harmful materials that would inhibit the growth of grass.

2.05 SOIL FOR REPAIRS

- A. Topsoil shall conform with Section 162-2 of the Florida Department of Transportation Specifications, latest edition. It shall be reasonably free from subsoil, stumps, roots, brush, stones (2" or more in diameter), clay lumps or similar objects. The topsoil and or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 8.0. The organic content shall be not less than 1%.

PART 3 EXECUTION

3.01 PREPARING THE GROUND SURFACE

- A. Before applying fertilizer and limestone, areas to be seeded shall be rolled or otherwise cleared of stones larger than two inches (2") in any diameter, sticks, and other debris which might interfere with sowing of seed, growth of grass or subsequent maintenance of grass covered areas.
- B. Topsoil shall be evenly spread on the prepared area to a uniform depth of four inches (4"), after compaction. Spreading shall not be done when the ground or topsoil is excessively wet or otherwise in a condition detrimental to the Work. After spreading, any large stiff clods and hard lumps shall be broken with a pulverizer or by other effective means and all stones or rocks (2" or more in diameter), roots, litter, or any foreign material shall be raked up and disposed of off-site by the Contractor. The topsoil surface shall conform to the required lines, grades and cross sections. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.
- C. Fine grading shall be performed prior to placing sod to provide an even, smoothly graded

surface that matches existing grades at each end.

3.02 APPLYING FERTILIZER AND GROUND LIMESTONE

- A. The rate and method of application of lime and fertilizer shall be as recommended by the supplier.

3.03 OBTAINING AND DELIVERING OF SOD

- A. After inspection and approval of the source of sod by the City, the sod shall be cut with approved sod cutters to such a thickness that after it has been transported and placed on the prepared bed, but before it has been compacted, it shall have a uniform thickness of not less than 2 inches (50 mm). Sod sections or trips shall be cut in uniform widths, not less than 10 inches (250 mm), and in lengths of not less than 18 inches (45 cm), but of such length as may be readily lifted without breaking, tearing, or loss of soil.
- B. The sod shall be transplanted with 24 hours from the time it is stripped, unless circumstances beyond the Contractor's control make storing necessary. In such cases, sod shall be stacked, kept moist, the protected from exposure to the air and sun and shall be kept from freezing. Sod shall be cut and moved only when the soil moisture conditions are such that favorable results can be expected. Where the soil is too dry, permission to cut sod may be granted by the Owner only after it has been watered sufficiently to moisten the soil to the depth the sod is to be cut.

3.04 LAYING SOD

- A. Sodding shall be performed only during the seasons when satisfactory results can be expected. Frozen sod shall not be used and sod shall not be placed upon frozen soil. Sod may be transplanted during periods of drought with the approval of the Owner, provided the sod bed is watered to moisten the soil to a depth of at least four inches (4") immediately prior to laying the sod.
- B. Sod placement shall be rectangular with right angles at each corner. Sod shall be placed in full-width strips and each strip shall be laid with tightly-fitting joints against each other without voids. Sod strips shall not overlap other sod strips or existing turf. Sod shall be finished at edges, sidewalks, curbs, planters, mulch edges, etc., by cutting neatly and fitting tightly to edge and line.
- C. The sod shall be moist and shall be placed on a moist earth bed. Pitch forks shall not be used to handle sod, and dumping from vehicles shall not be permitted. The sod shall be carefully placed by hand, edge to edge, and with staggered joints, in rows at right angles to the slopes, commencing at the base of the area to be sodded and working upward. The sod shall immediately be pressed firmly into contact with the sod bed by tamping or rolling with approved equipment to provide a true and even surface, and insure knitting without displacement of the sod or deformation of the surfaces of sodded areas. Where the sod may be displaced during sodding operations, the workmen when replacing it shall work from ladders or treaded planks to prevent further displacement. Screened soil of

good quality shall be used to fill all cracks between sods. The quantity of the fill soil shall not cause smothering of the grass. Where the grades are such that the flow of water will be from paved surfaces across sodded areas, the surface of the soil in the sod after compaction shall be set approximately 1 inch (25 mm) below the pavement edge. Where the flow will be over the sodded areas and onto the paved surfaces around manholes and inlets, the surface of the soil in the sod after compaction shall be placed flush with pavement edges.

- D. On slopes steeper than 1 vertical to 2-1/2 horizontal and in V-shaped or flat-bottom ditches or gutters, the sod shall be pegged with wooden pegs not less than 12 inches in length and have a cross-sectional area of not less than 3/4 square inch. The pegs shall be driven flush with the surface of the sod.

3.05 WATERING

- A. Adequate water and watering equipment must be on hand before sodding begins, and sod shall be kept moist until it has become fully established and its continued growth assured. In all cases, watering shall be done in a manner which will avoid erosion from the application of excessive quantities and will avoid damage to the finished surface.

3.06 ESTABLISHING TURF

- A. The Contractor shall provide general care for the sodded areas as soon as the sod has been laid and shall continue until it has become fully established and its continued growth is assured. All sodded areas shall be protected against traffic or other use by warning signs or barricades approved by the Owner.

3.07 REPAIRING

- A. When the surface has become bullied or otherwise damaged prior to acceptance by the Owner, the affected area shall be repaired to re-establish the grade and the condition of the soil, as directed by the Owner, and shall then be re-sodded in accordance with this Section.

END OF SECTION

SECTION 02990
MISCELLANEOUS WORK AND CLEAN UP

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnishing all labor, materials, equipment and incidentals required to satisfactorily complete miscellaneous work and cleaning up not otherwise specified, including but not limited to the following:
 - 1. Cleaning up the construction site.
 - 2. Disposing of excess materials, waste, debris, etc.
 - 3. Extra Work of crossing existing sewers, drains, electrical and telephone conduits, and water mains.
 - 4. Miscellaneous Work associated with connecting to existing utilities.
 - 5. Furnishing, installing, and removing project signs.
 - 6. All other Work incidental to completing the project.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 CLEANUP

- A. The Contractor shall remove all construction material, excess excavation, equipment, waste, and other debris remaining on the construction site as a result of construction operations and shall render the site of the Work in a neat and orderly condition equal to or better than that which existed prior to the start of construction.
- B. Dispose of all materials and debris off-site in accordance with local, state and federal regulations.

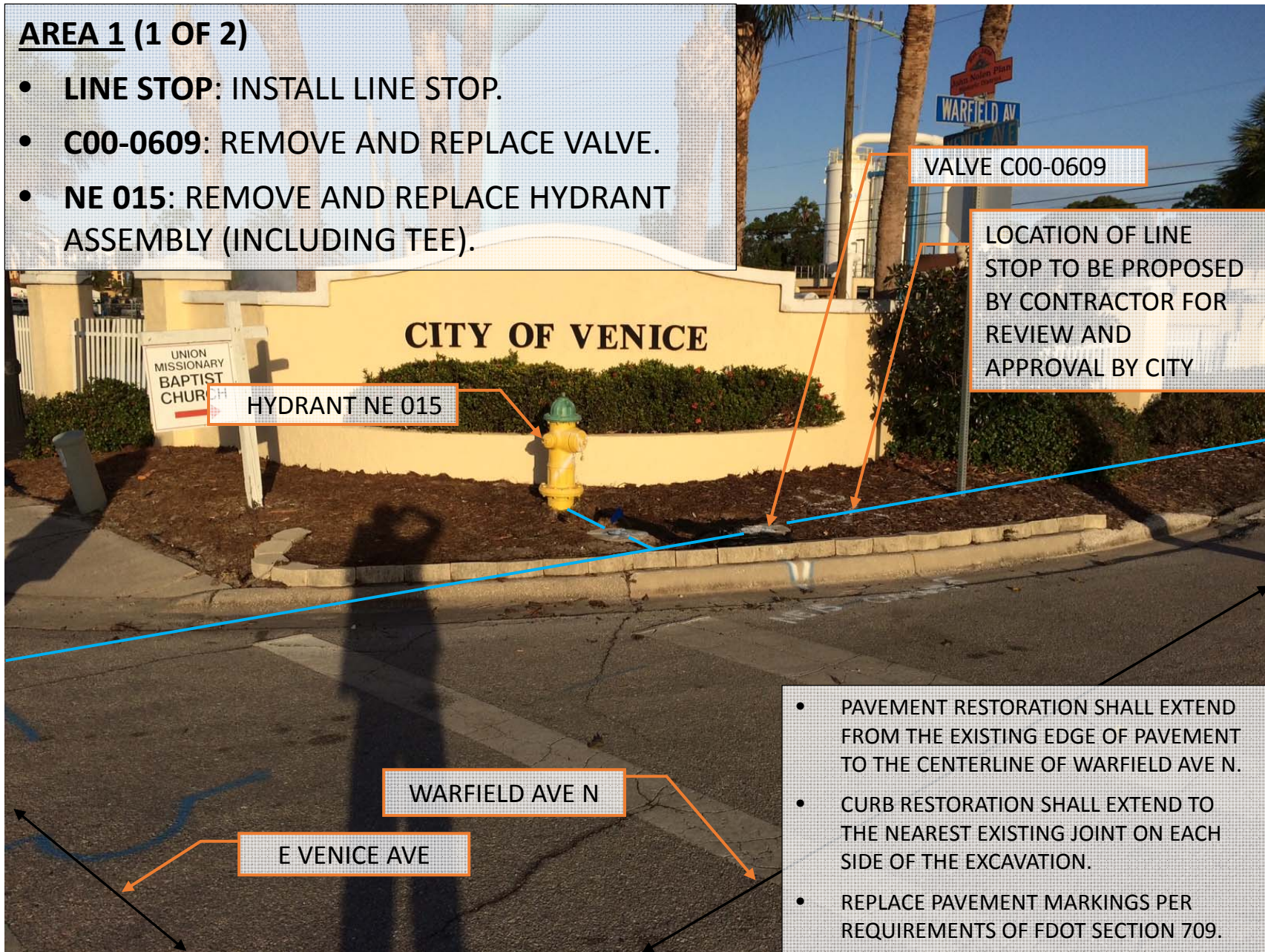
3.02 INCIDENTAL WORK

- A. The Contractor shall complete all incidental Work not otherwise specified but necessary for the proper completion of the Work in accordance with the intent of the Contract Documents.

END OF SECTION

AREA 1 (1 OF 2)

- **LINE STOP:** INSTALL LINE STOP.
- **C00-0609:** REMOVE AND REPLACE VALVE.
- **NE 015:** REMOVE AND REPLACE HYDRANT ASSEMBLY (INCLUDING TEE).



VALVE C00-0609

LOCATION OF LINE STOP TO BE PROPOSED BY CONTRACTOR FOR REVIEW AND APPROVAL BY CITY

HYDRANT NE 015

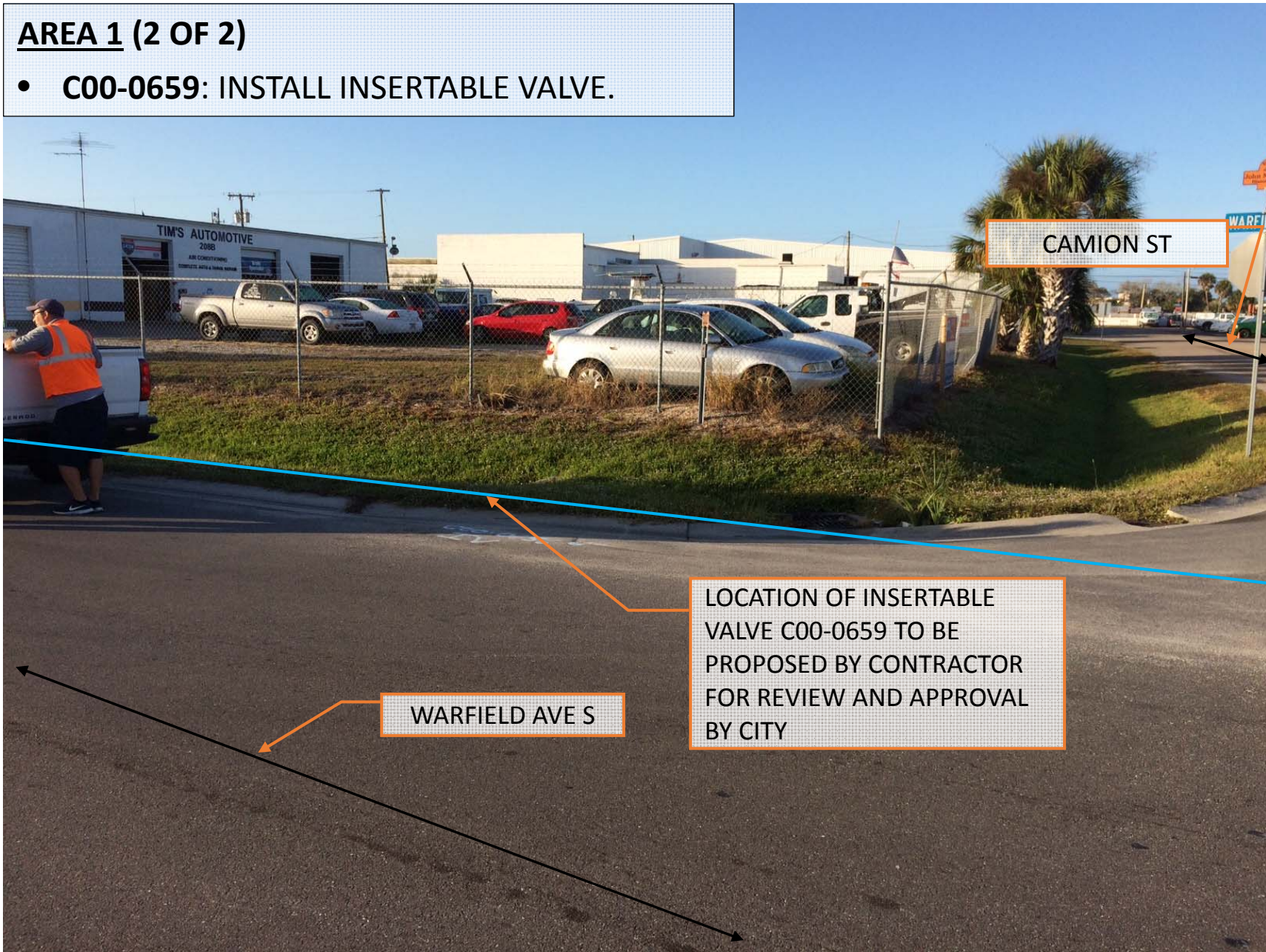
WARFIELD AVE N

E VENICE AVE

- PAVEMENT RESTORATION SHALL EXTEND FROM THE EXISTING EDGE OF PAVEMENT TO THE CENTERLINE OF WARFIELD AVE N.
- CURB RESTORATION SHALL EXTEND TO THE NEAREST EXISTING JOINT ON EACH SIDE OF THE EXCAVATION.
- REPLACE PAVEMENT MARKINGS PER REQUIREMENTS OF FDOT SECTION 709.

AREA 1 (2 OF 2)

- **C00-0659: INSTALL INSERTABLE VALVE.**



CAMION ST

LOCATION OF INSERTABLE VALVE C00-0659 TO BE PROPOSED BY CONTRACTOR FOR REVIEW AND APPROVAL BY CITY

WARFIELD AVE S

AREA 2

- **ARP01:** REMOVE AND REPLACE AUTOMATIC COMBINATION AIR RELEASE VALVE (ARV) ASSEMBLY (INCLUDING MANHOLE).
- **N01-0336:** INSTALL INSERTABLE VALVE.

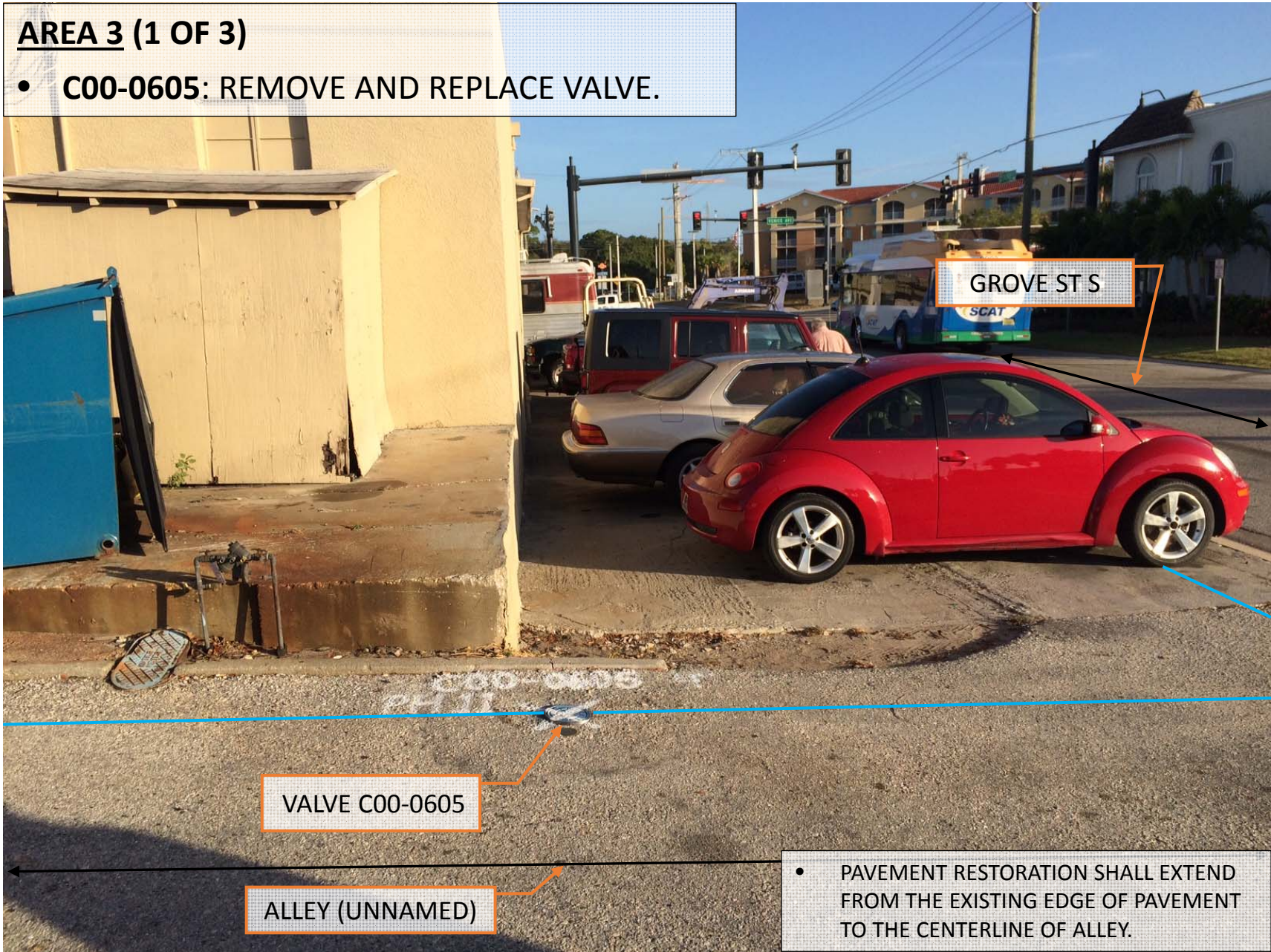


AIR RELEASE VALVE
ARP01

LOCATION OF INSERTABLE
VALVE N01-0336 TO BE
PROPOSED BY CONTRACTOR
FOR REVIEW AND APPROVAL
BY CITY

AREA 3 (1 OF 3)

- **C00-0605: REMOVE AND REPLACE VALVE.**



GROVE ST S

VALVE C00-0605

ALLEY (UNNAMED)

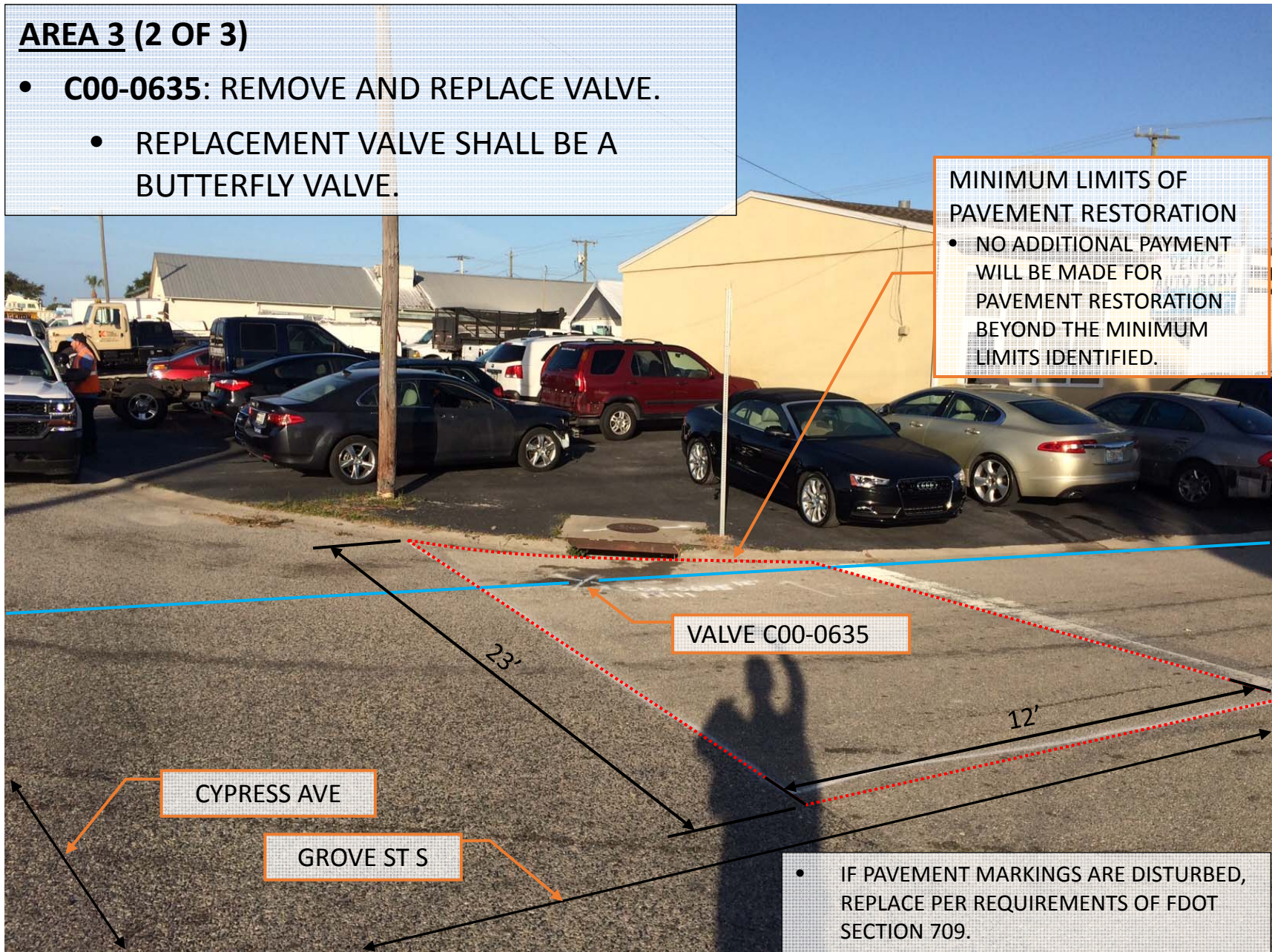
- PAVEMENT RESTORATION SHALL EXTEND FROM THE EXISTING EDGE OF PAVEMENT TO THE CENTERLINE OF ALLEY.

AREA 3 (2 OF 3)

- **C00-0635: REMOVE AND REPLACE VALVE.**
 - REPLACEMENT VALVE SHALL BE A BUTTERFLY VALVE.

MINIMUM LIMITS OF PAVEMENT RESTORATION

- NO ADDITIONAL PAYMENT WILL BE MADE FOR PAVEMENT RESTORATION BEYOND THE MINIMUM LIMITS IDENTIFIED.



VALVE C00-0635

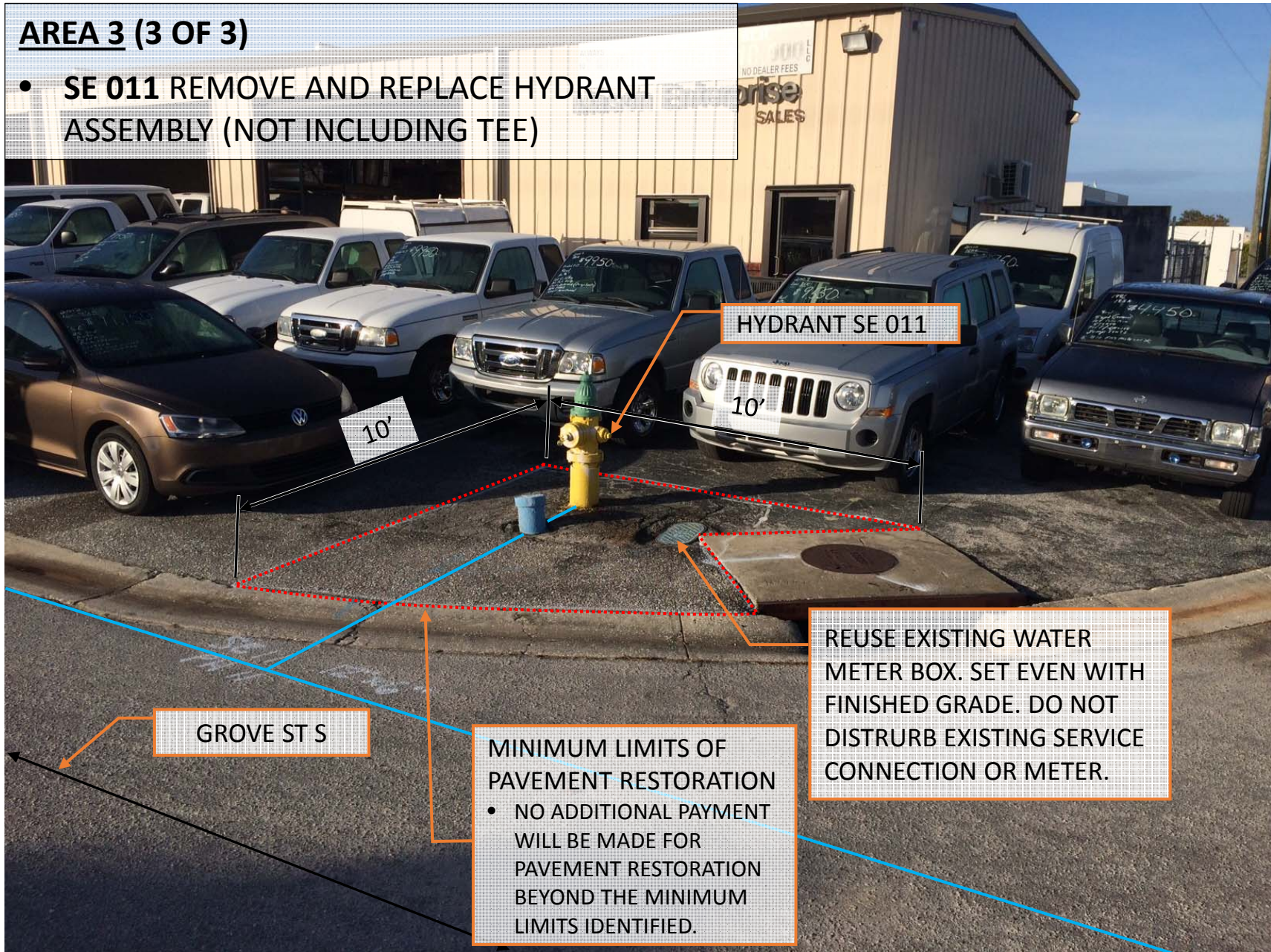
CYPRESS AVE

GROVE ST S

- IF PAVEMENT MARKINGS ARE DISTURBED, REPLACE PER REQUIREMENTS OF FDOT SECTION 709.

AREA 3 (3 OF 3)

- SE 011 REMOVE AND REPLACE HYDRANT ASSEMBLY (NOT INCLUDING TEE)



HYDRANT SE 011

10'

GROVE ST S

MINIMUM LIMITS OF PAVEMENT RESTORATION

- NO ADDITIONAL PAYMENT WILL BE MADE FOR PAVEMENT RESTORATION BEYOND THE MINIMUM LIMITS IDENTIFIED.

REUSE EXISTING WATER METER BOX. SET EVEN WITH FINISHED GRADE. DO NOT DISTURB EXISTING SERVICE CONNECTION OR METER.

AREA 4

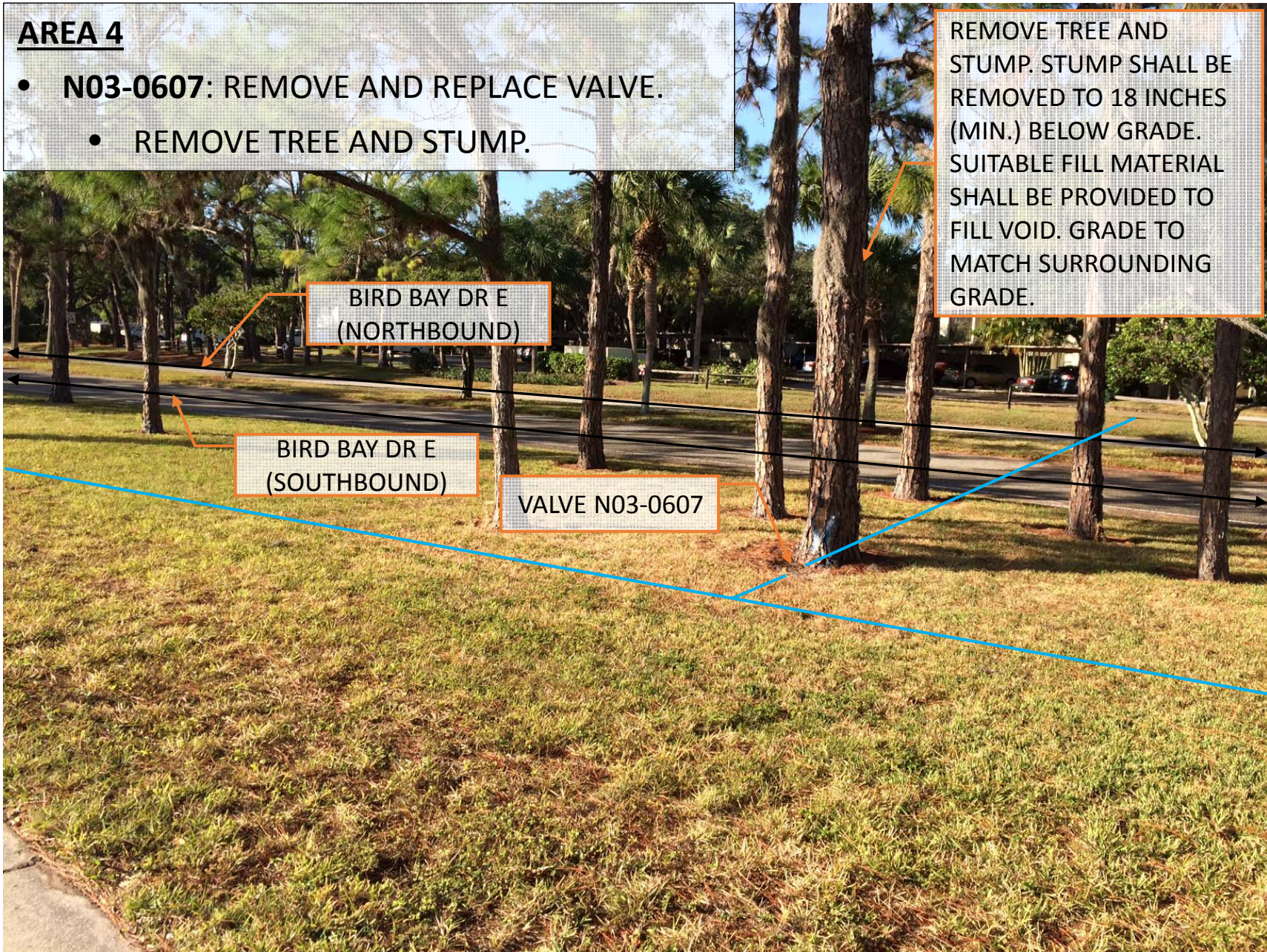
- **N03-0607: REMOVE AND REPLACE VALVE.**
 - REMOVE TREE AND STUMP.

REMOVE TREE AND STUMP. STUMP SHALL BE REMOVED TO 18 INCHES (MIN.) BELOW GRADE. SUITABLE FILL MATERIAL SHALL BE PROVIDED TO FILL VOID. GRADE TO MATCH SURROUNDING GRADE.

BIRD BAY DR E
(NORTHBOUND)

BIRD BAY DR E
(SOUTHBOUND)

VALVE N03-0607



AREA 5

- **ARP03: REMOVE AND REPLACE AUTOMATIC COMBINATION AIR RELEASE VALVE (ARV) ASSEMBLY (INCLUDING MANHOLE).**

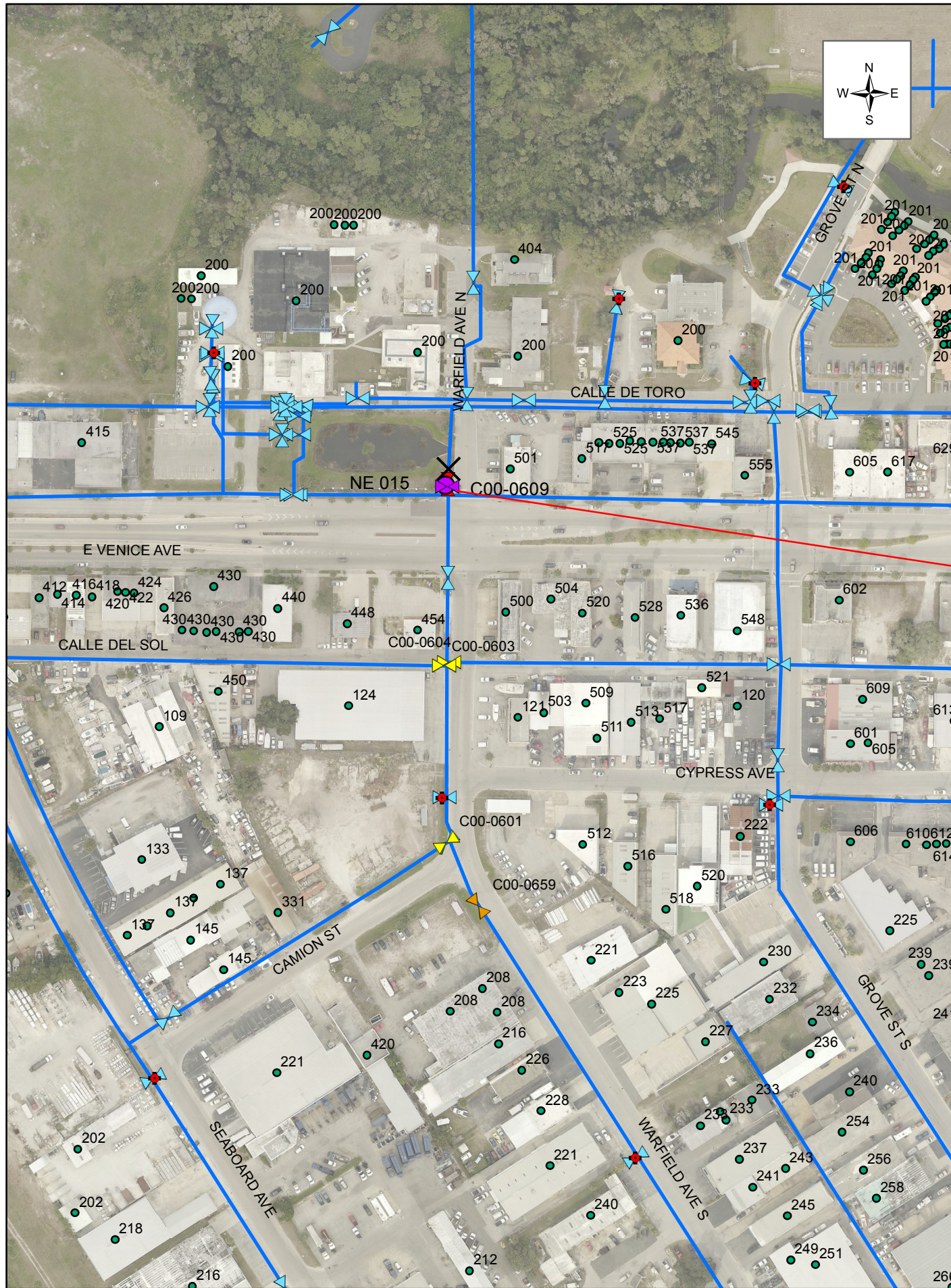
CVS PHARMACY
100 N US 41 BYPASS

AIR RELEASE VALVE
ARP03

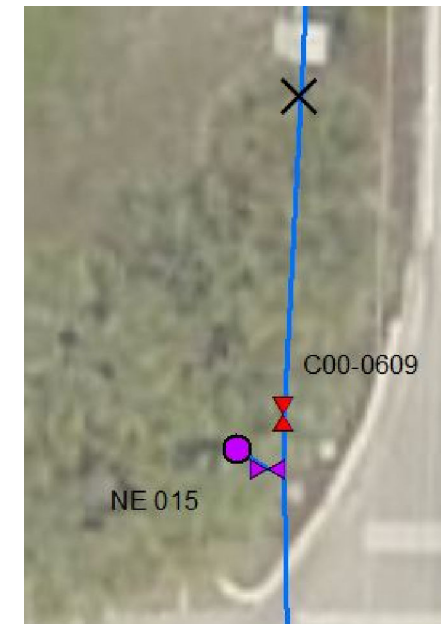
PH11 ARP03
16"








- **SIDEWALK RESTORATION SHALL TAKE PLACE FOLLOWING EXISTING PANEL SEGMENTS.**

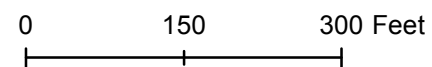




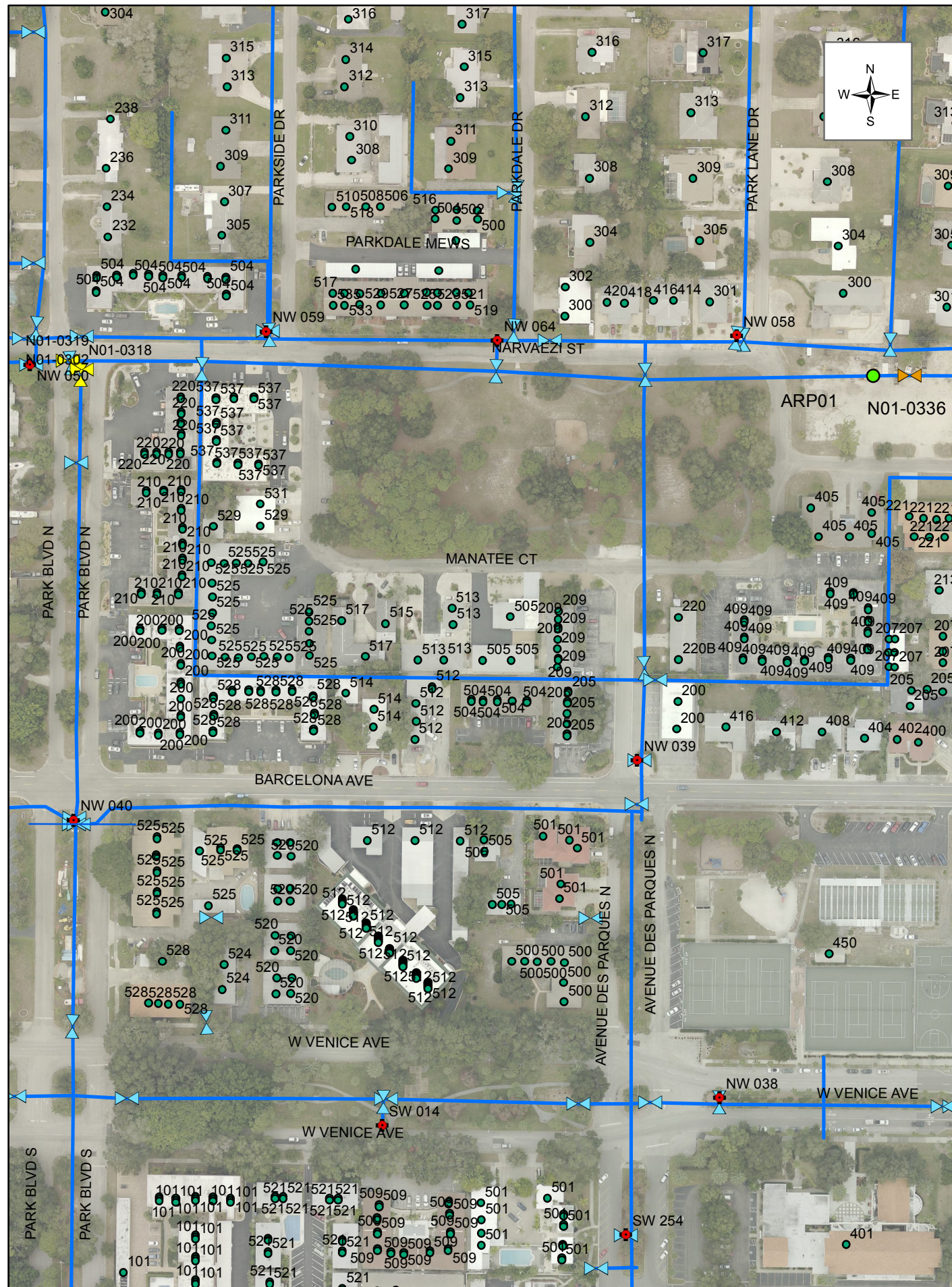
Valves to be Replaced							
Item	Map #	Valve #	Address/Location	Size	Type	Actual Turns	Field Notes
1		C00-0609	Corner of E. Venice Ave & Warfield Ave N.	8			
Hydrant Assembly to be Replaced							
1		NE 015	Corner of E. Venice Ave & Warfield Ave N.	6			Hydrant assembly - valve & hydrant
Valves to be Inserted							
1		C00-0659	S. Corner of Warfield Ave S. & Camion St.	6			Insertable valve must be installed prior to valve replacements
Line Stop to be Installed							
1		n/a	200 block of Warfield Ave	8	line stop		Must be installed prior to valve replacement. Location TBD by City & contractor
Valves to be Closed							
Item	Map #	Valve #	Address/Location	Size	Type	Actual Turns	Field Notes
1		C00-0601	N. Corner of Warfield Ave S. & Camion St.	6	gate		
2		C00-0603	124 Warefield Ave S.	4	gate		
3		C00-0604	124 Warefield Ave S.	4	gate		
Critical Areas							
	Address	Customers	Approximate No. of Boil Water Notices	Notes			
Critical Areas		0	0				
Residential Areas		0	0				
		Total	0				



-  Valves to be replaced
-  Hydrant to be replaced
-  Hydrant valve to be replaced
-  Valves to be inserted
-  Valves to be closed
-  Valves not used in project
-  Line stop

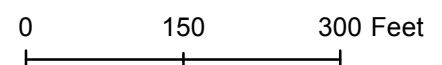


Phase 11 Water Valve Replacement Area 1

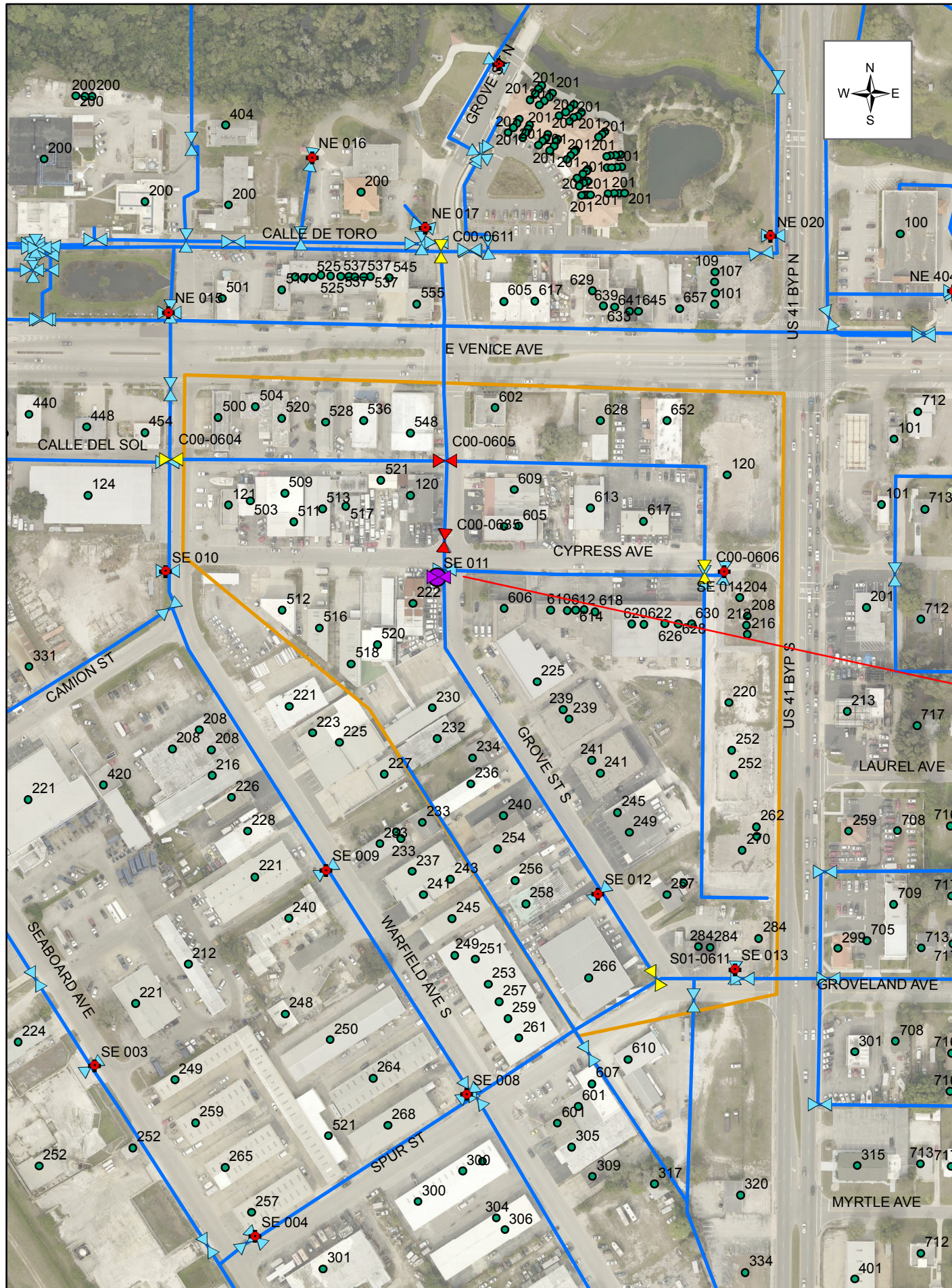


ARV to be Replaced							
Item	Map #	ARV #	Address/Location	Size	Type		Field Notes
1		ARP01	In parking lot N. of 405 Manatee Ct	12			
Valves to be Inserted							
1		N01-0336	In parking lot N. of 405 Manatee Ct	12			Insertable valve must be installed prior to ARV replacement
Valves to be Closed							
Item	Map #	Valve #	Address/Location	Size	Type	Actual Turns	Field Notes
1		N01-0302	Corner of Narvaezi St & Park Blvd N.	12	gate		
2		N01-0318	Corner of Narvaezi St & Park Blvd N.	6	gate		
3		N01-0319	Corner of Narvaezi St & Park Blvd N.	6	gate		
	Address	Customers	Approximate No. of Boil Water Notices	Notes			
Critical Areas		0	0				
Residential Areas		0	0				
	Total		0				

- ARV to be replaced
- ▲ Valves to be inserted
- ▲ Valves to be closed
- ▲ Valves not used in project



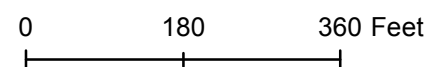
Phase 11 Water Valve Replacement Area 2



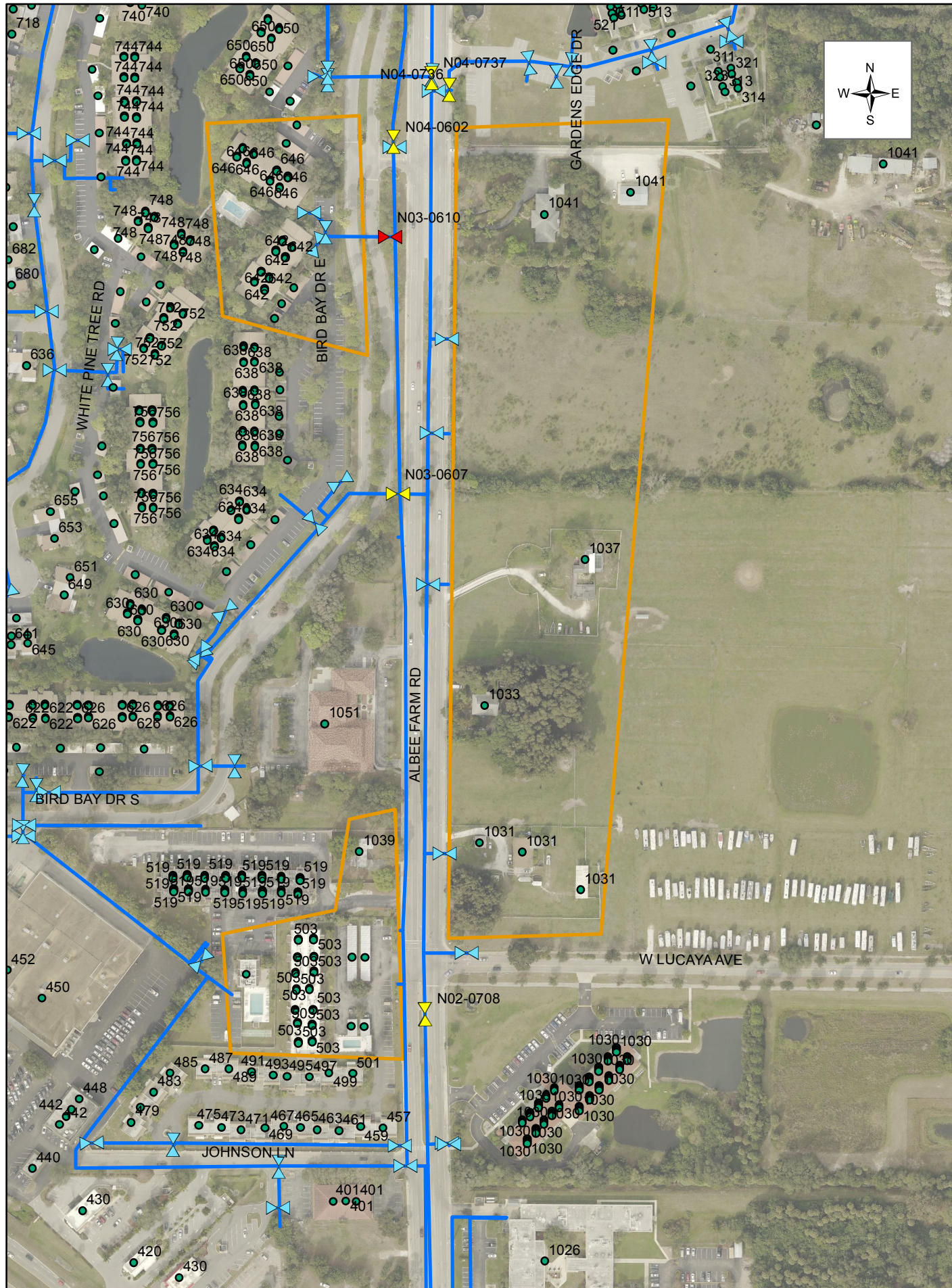
Valves to be Replaced							
Item	Map #	Valve #	Address/Location	Size	Type		Field Notes
1		C00-0605	120 Grove St (alley)	4	gate		
2		C00-0635	120 Grove St	12	gate		replace with BFV
Hydrant Assembly to be Replaced							
1		SE 011	SW corner of Grove St & Cypress Ave	6			hydrant assembly - valve & hydrant
Valves to be Closed							
Item	Map #	Valve #	Address/Location	Size	Type	Actual Turns	Field Notes
1		C00-0611	Corner of Grove St & Calle De Toro	12	gate		
2		C00-0604	Corner of Warfield Ave & Calle Del Sol	4	gate		
3		C00-0606	630 Cypress Ave	4	gate		
4		S01-0611	Corner of Grove St & Spur St	12	gate		
		Address	Customers	Approximate No. of Boil Water Notices	Notes		
Critical Areas			50	50	All affected area is considered critical		
Residential Areas			0	0			
		Total		0			







- Hydrant to be replaced area 3
- ✕ Hydrant valve to be replaced area 3
- ✕ Valves to be replaced area 3
- ✕ Valves to be closed area 3
- ✕ Valves not used in project
- Affected areas

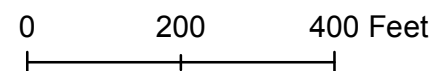


Phase 11 Water Valve Replacement Area 3

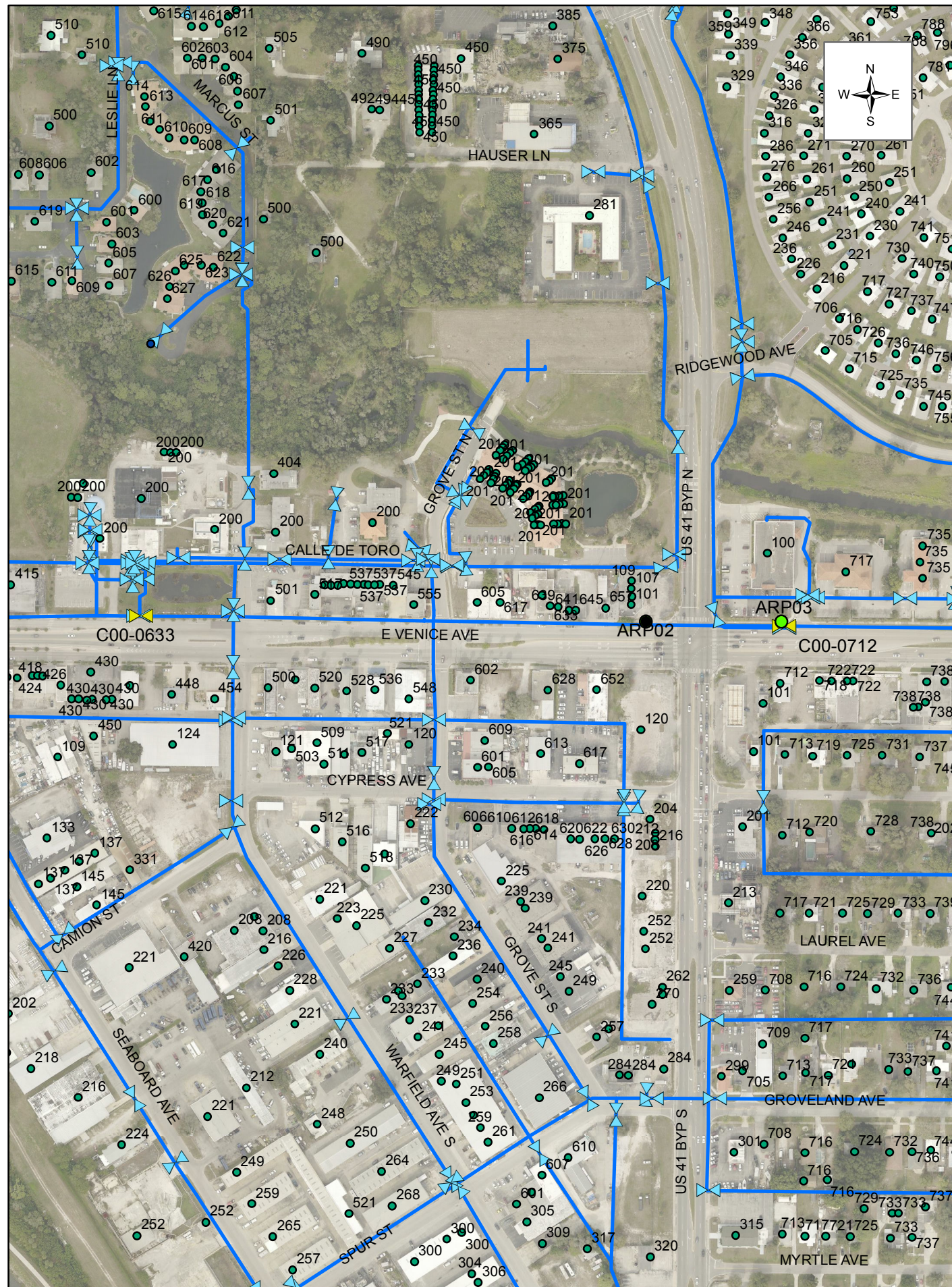


Valves to be Replaced							
Item	Map #	Valve #	Address/Location	Size	Type		Field Notes
1		N03-0610	642 Bird Bay Dr E	6	gate		tree to be removed
Valves to be Closed							
Item	Map #	Valve #	Address/Location	Size	Type	Actual Turns	Field Notes
1		N04-0602	646 Bird Bay Dr E	8	gate		
2		N04-0737	Entrance to Gardens Edge	10	gate		
3		N04-0736	Entrance to Gardens Edge	6	gate		
4		N03-0607	634 Bird Bay Dr E	8	gate		
5		N02-0708	Turning lane Albee Farm Rd by Lucaya Ave	12	gate		
Critical Areas							
			Address	Customers	Approximate No. of Boil Water Notices	Notes	
Residential Areas			Various	7	7		
			503 Albee Farm Rd	28	28	Condo	
			646 Bird Bay Dr E	16	16	Condo	
			642 Bird Bay Dr E	16	16	Condo	
			Total		67		

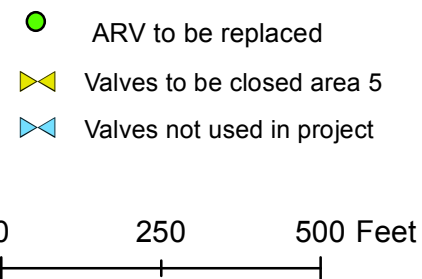
-  Valves to be replaced area 4
-  Valves to be closed area 4
-  Valves not used in project
-  Affected areas



Phase 11 Water Valve Replacement Area 4



ARV to be Replaced							
Item	Map #	Valve #	Address/Location	Size	Type		Field Notes
1		ARP03	100 E Venice Ave	16			
Valves to be Closed							
Item	Map #	Valve #	Address/Location	Size	Type	Actual Turns	Field Notes
1		C00-0712	100 E Venice Ave CVS	16	gate		
2		C00-0633	200 N Warfield WTP	16	gate		
				Address	Customers	Approximate No. of Boil Water Notices	Notes
Critical Areas						0	
Residential Areas						0	
				Total		0	



Phase 11 Water Valve Replacement Area 5

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: April 19, 2017

To: All Prospective Bidders

Re: ITB# 3063-17 Valve Replacement Program, Phase 11

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 on April 18, 2017 at 2:00 P.M.

Peter Boers, Procurement Manager, opened the meeting

1. **Important dates:** Bids are due May 9, 2017 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 April 28, 2017 at 1:00 PM
3. Mr. Boers advised the bidders to read *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 105 days from NTP.
6. Article 12 Liquidated Damages - Mr. Boers advised that the stipulated damages for this project are \$958 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/1,000,000 aggregate
 - 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 – Bid Item 7 Mobilization and Demobilization cannot exceed 7.5% of the Subtotal
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. John Spalding, the City's Project Manager, reviewed the scope of work and provided a brief overview of the project.

The work under this Contract will include the removal and replacement of four broken valve assemblies, two broken fire hydrant assemblies, and two broken air release valve assemblies; the installation of two insertable valves; and the installation of one line stop. All valves, hydrants, and air release valves included in the work are within the City's potable water distribution system.

The Contractor's responsibilities for each location where work is to be performed shall include but not be limited to preconstruction video; exploratory excavation; customer notification; replacement or installation; testing; and cleanup and restoration.

For valves, fire hydrant assemblies, and air release valve assemblies to be removed and replaced, the Contractor shall be responsible for removing and disposing the existing valve, fire hydrant, or air release valve assembly (including all appurtenances) and for providing and installing all materials required for a complete installation as described in the Invitation to Bid.

For insertable valves and line stops to be installed, the Contractor shall be responsible for providing and installing all materials required for a complete installation as described in the Invitation to Bid.

All information on existing conditions is based on the best available information at the time the Bid Documents were prepared. The Contractor will be responsible for conducting exploratory excavations to verify existing conditions prior to ordering or purchasing materials. The City will not be providing any materials for this Work and will not accept responsibility for any materials purchased by the Contractor that are not used as part of the Work.

The Work will occur within five areas. These areas are shown in the maps and figures included in the Invitation to Bid. Also refer to Section 01010, Summary of Work, for additional requirements.

One shutdown will be permitted for each area. The shutdown restrictions are specified in Table 01010-1, Summary of Work. The shutdown in Area 3 will be restricted to either a single Monday or Tuesday night, beginning no earlier than 9:00 pm and ending no later than 8:00 am the following

morning. For all other areas, the shutdowns will be restricted to a single weekday between 8:30 am and 3:30 pm.

The Bid Documents include testing requirements. Testing requirements include but are not limited to density testing where work occurs within a roadway and bacteriological testing. The Contractor will be required to hire an independent testing lab to perform the required density testing. For bacteriological testing, Bidders shall be aware that all samples must be taken by the FDOH or an employee of a laboratory certified by the FDOH. The Contractor will be required to provide a list identifying all subcontractors, and all subcontractors are subject to approval by the City.

The Bid Documents include restoration requirements. For roadways that are disturbed during construction, restoration shall take place for an entire lane width and shall be rectangular in shape. Refer to the City of Venice *Standard Details, General Notes, and Testing Requirements* (updated January 2017) for additional information on pavement restoration requirements. Where existing curbs are removed or damaged, the restoration shall extend in each direction to the nearest existing joint. For sidewalks that are disturbed, restoration shall take place following existing panel segments. For all other items disturbed during construction, the Contractor shall be responsible for restoring the items to “as-found” or better condition.

The City has obtained a Sarasota County Right of Way Use Permit for the removal and replacement of air release valve ARP03. The Contractor will be responsible for complying all terms of this permit.

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.

CLARIFICATIONS:

1. **Pavement Restoration Requirements: The City of Venice Pavement Restoration Detail (revised January 2017) is provided. All pavement cuts within City of Venice roadways and alleyways shall conform to these requirements.**
2. **Question: What permits are required?**

The following permits are required:

- City of Venice Site Prep Permit
- City of Venice Right of Way Use Permit
- Sarasota County Right of Way Use Permit

The Contractor will be responsible for obtaining the City of Venice permits. Application forms can be found at <http://www.venicegov.com/forms.asp>. Application fees for these permits will be waived for this project.

The City of Venice has obtained a Sarasota County Right of Way Use Permit for working within Sarasota County right of way for the replacement of ARP03 (100 E Venice Ave). This is

attached. The Contractor will be responsible for complying with all requirements of this permit, including but not limited to notification, inspections, maintenance of traffic, and restoration. This permit is attached.

3. **Question: What is the size of the hydrant tee associated with hydrant assembly NE 015?**

The tee is an 8"x6" tee.

4. **Question: What butterfly valve manufacturers are acceptable?**

Henry Pratt Company, DeZurik Inc., and Mueller Co. manufacture acceptable butterfly valves.

5. **Question: Is air release valve ARP03 offset from the water main?**

The record data referenced when preparing the Invitation to Bid indicated that the air release valve assembly is located in line with the water main, similar to the current standard detail for below ground air release valves. Bidders are instructed to base their bids on this assumption. If it is found during exploratory excavations that the existing conditions vary, then a change order may be issued to address any changes in price and/or time necessary.

Peter A. Boers
Procurement Department

Acknowledgment is required with your proposal response. A designated management representative of your Company must sign the receipt for this addendum.

Receipt Acknowledged:

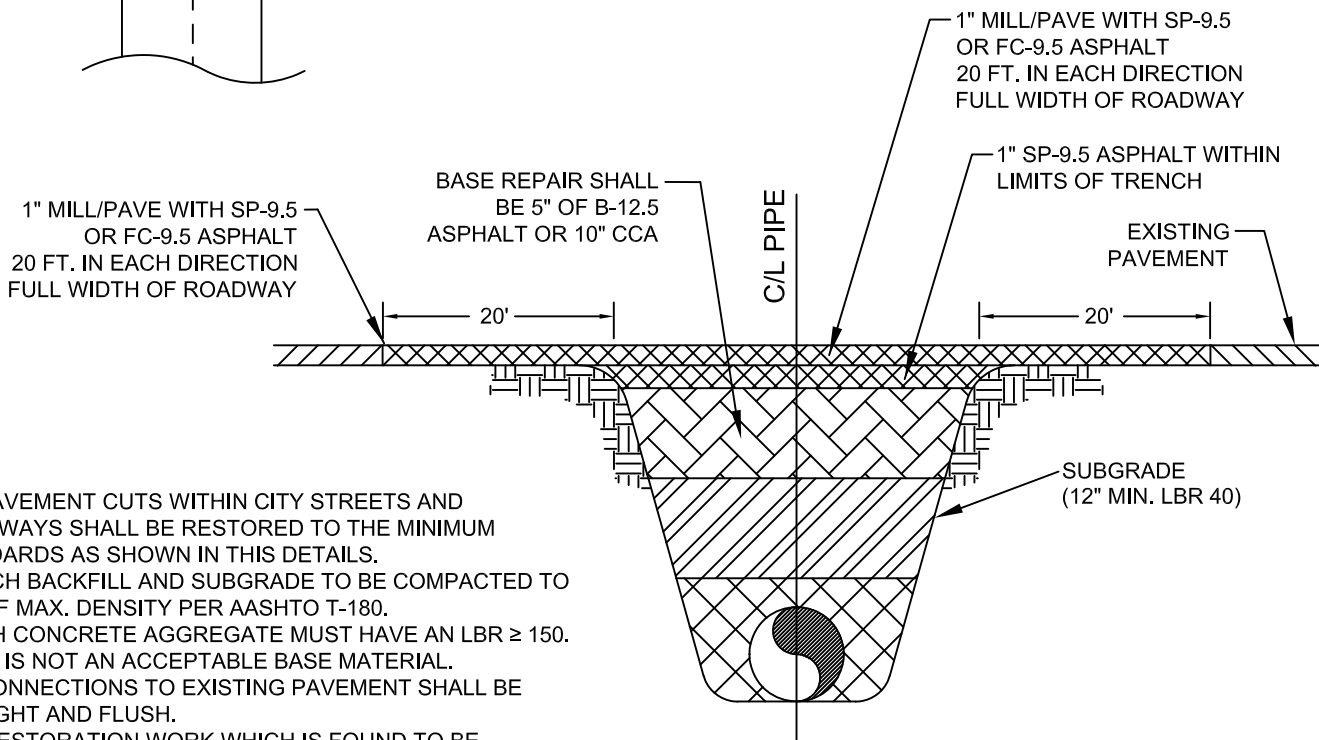
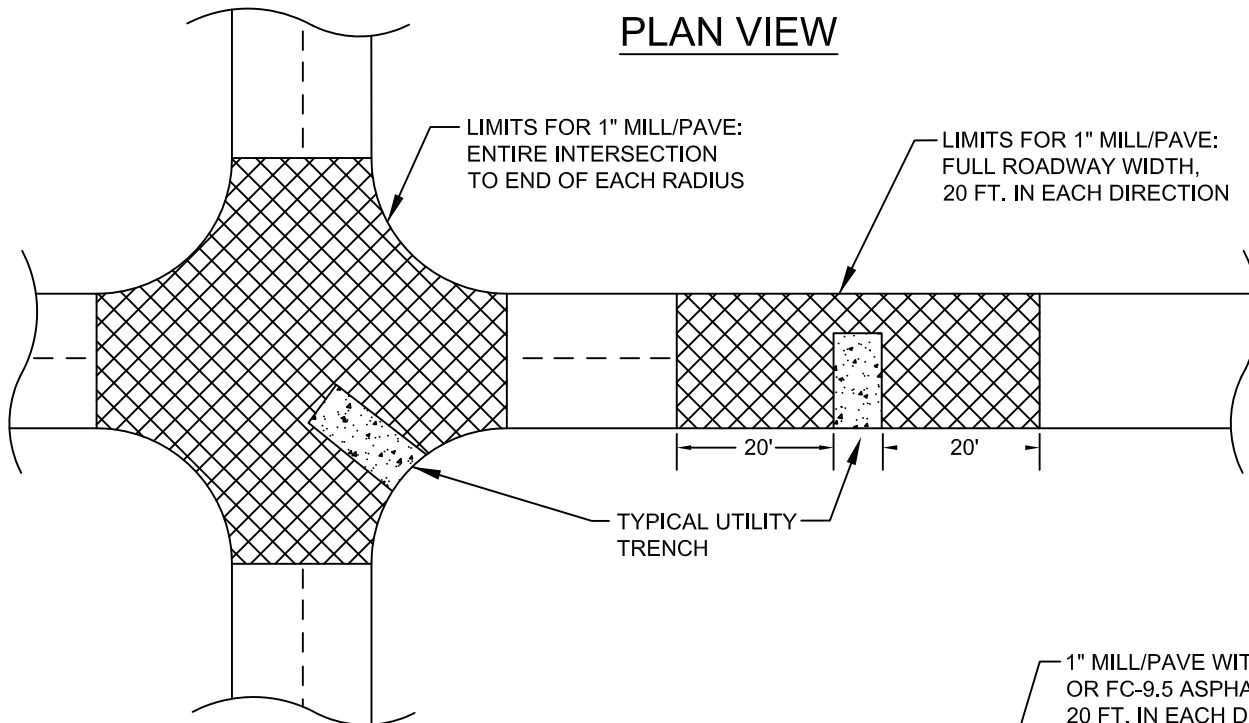
Signature

Company

Date

A copy of the addendum (excluding attachments) is to be included with the proposal response.

PLAN VIEW



- 1.) ALL PAVEMENT CUTS WITHIN CITY STREETS AND ALLEYWAYS SHALL BE RESTORED TO THE MINIMUM STANDARDS AS SHOWN IN THIS DETAILS.
- 2.) TRENCH BACKFILL AND SUBGRADE TO BE COMPACTED TO 98% OF MAX. DENSITY PER AASHTO T-180. CRUSH CONCRETE AGGREGATE MUST HAVE AN LBR \geq 150. SHELL IS NOT AN ACCEPTABLE BASE MATERIAL.
- 3.) ALL CONNECTIONS TO EXISTING PAVEMENT SHALL BE STRAIGHT AND FLUSH.
- 4.) ANY RESTORATION WORK WHICH IS FOUND TO BE UNSATISFACTORY IN CONDITION SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR/APPLICANT'S EXPENSE.

TRENCH VIEW

PAVEMENT RESTORATION DETAIL

N.T.S.



CITY OF VENICE
ENGINEERING DEPARTMENT

401 WEST VENICE AVE.
VENICE FL 34285
(941) 486-2626
FAX (941) 480-3031

ENGINEERING

**PAVEMENT
RESTORATION**

DATE
JAN. 2017

SHEET NO.
ENG-2

SARASOTA COUNTY PLANNING AND DEVELOPMENT SERVICES
RIGHT-OF-WAY USE PERMIT
PERMIT NO. 17 119384 00 BW

Applicant:	CITY OF VENICE UTILITIES (
Applicant Address	200 N WARFIELD AV VENICE FL 34285		
Applicant Phone:	9414682788	24 Hr Emergency Phone:	(941) 486-2770

Project Type:	UTILITY TAPS		
Work Location:	100 US 41 BYPASS N		
Reference File:			
Process:	RIGHT OF WAY REVIEW	Process Status :	APPROVED
Description:	REMOVAL AND REPLACEMENT OF BROKEN BELOW GROUND AIR RELEASE VALVE ASSEMBLY.		
Conditions:	NO SPECIAL PROVISION STIPULATIONS		

Subject to the Sarasota County Land Development Regulations and the General Provisions noted hereof, which have been carefully read and understood to form a part of this permit, and any Special Provision stipulations:

1. Land Development Services MUST be notified at least 24 hours prior to commencement of construction operations. Fax notification to North County (941) 861-6431 or South County (941) 861-3282, as applicable.

Inspector: Steve Brendel Phone Number: 941-539-2272

2. All construction and restoration must meet those requirements determined applicable by Sarasota County before work will be deemed complete and before applicant will be released from said responsibility or posted bond returned.
3. The applicant declares that all existing aerial and underground utilities have been located and the appropriate utilities notified of the proposed work.
4. All required sketches, plans and cross-sections covering details of this work shall be attached to and become a part of this permit. Any changes made to the drawings or stipulations made thereon must be approved and shall become part of the permit. A copy of all required sketches, plans, cross-sections and any subsequent changes to these must be retained at the job site and an additional copy filed with Land Development Services.
5. Prior to construction the applicant receiving the permit shall make all necessary provisions for the accomodation and convenience of traffic and shall take safety measures, including the placing and display of caution signs and signals as required by the Manual on Uniform Traffic Control Devices for Streets and Highways. The applicant shall further prevent obstructions or conditions, which are or may become dangerous to the traveling public. The authority to close off a street or an easement in its entirety rests entirely with the County Engineer.
6. The applicant shall notify all Sarasota County Emergency Personnel, Sarasota Herald Tribune and the Sarasota County School Board Bus System and shall install a signboard notifying the public prior to any street closing (after approval by the County Engineer).
7. Fire hydrants shall be left accessible at all times.
8. All pavement repairs shall be effected under the direct supervision of Land Development Services.
9. Existing utility services shall not be disrupted without the specific authority of the concerned utility and public notification by newspapers or the airways that said disruption shall occur. Repairs determined to be of an emergency nature are not subject to the notification procedure.
10. The flow of stormwater within drainage facilities shall remain unimpeded. Adequate measures will be taken to prevent pollution in the area from run-off, and pollution of the air from dust, during the course of construction and restoration.
11. Any public or private property, which is used or affected by a project, will be maintained and preserved from damage during the operation, and restored to its original condition upon completion or cessation of work.
12. It is expressly stipulated that any permit issued is a license for permissive use only and that the placing of facilities upon public property pursuant to the issuance of a permit shall not operate or create or to vest any property rights in a permit holder and that said holder may be required to make, at their own expense, any changes, alterations or replacement as necessitated by changed conditions.
13. All suits, actions or claims of whatever nature, which may arise, occasioned whether directly or indirectly by the work permitted or the special privileges granted hereunder, shall be assumed by the applicant. The Board of County Commissioners and all its officers, agents and employees shall be indemnified and held harmless.
14. Land Development Services reserves the right to revoke and permit issued without other formality than notifying the applicant to this effect.
- 15. NOTICE: This Right of Way Use Permit will become invalid on the expiration date. If an extension is necessary, the request, along with a check in the amount of \$100.00 must be submitted 10 days prior to the expiration date or this permit will become invalid and a Stop Work Order may be placed on the project. If a Stop Work Order is issued, a fee in the amount of \$300.00 will be required to have it removed.**



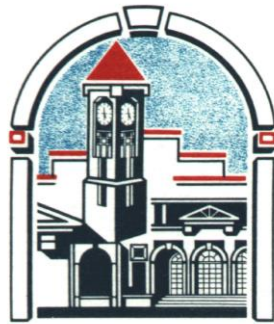
Authorized By

Date of Issuance: 04/13/2017

Expiration Date: 04/13/2018

Final Inspection Date: _____

By Inspector: _____



"City on the Gulf"

CITY OF VENICE

401 W. Venice Avenue Venice, FL. 34285

**City of Venice Utilities Department
(941) 480-3333 Fax (941) 486-2084**

Valve Replacement Program: Phase 11

**Sarasota County
Right-of-Use Permit Application**

March 31, 2017



CITY OF VENICE
UTILITIES DEPARTMENT – Field Operations
200 North Warfield Avenue, Venice, Florida 34285
(941) 480-3333 Fax (941) 486-2629
www.venicegov.com

March 31, 2017

Charlie Richison
Sarasota County Building Department
1001 Sarasota Center Blvd.
Sarasota, FL 34240

RE: City of Venice Valve Replacement Program: Phase 11

Dear Mr. Richison:

The City of Venice is preparing to begin work on the *Valve Replacement Program: Phase 11* project, which is a project to perform maintenance on the City's potable water distribution system. This project will include work at one location in the City of Venice within Sarasota County right of way. The location of the work in Sarasota County right of way is on the north side of East Venice Avenue just east of the intersection with US 41 Bypass. The address at this location is 100 East Venice Avenue. The work to be performed there is related to the replacement of a broken below-ground air release valve assembly and will include:

- Implementation of Maintenance of Traffic (MOT) and Best Management Practices (BMPs).
- Excavation and removal of existing below-ground air release valve assembly, including removal of the existing manhole. This will require the removal of existing sidewalk.
- Installation of a new below-ground air release valve assembly, including the installation of a new manhole.
- Restoration (including replacement of sidewalk) and cleanup.

Work for this project will be performed by a contractor to be retained by the City following a competitive bidding process. Additional information regarding this project and supporting this application is provided below.

Enclosures

In support of this request, the following items are included:

- Attachment A: Right of Way Use Permit Application
- Attachment B: City of Venice Proposal Bond Form

- Attachment C: City of Venice Payment and Performance Bond Forms
- Attachment D: Construction Plans (3 Copies)
- Attachment E: Annotated Photograph
- Attachment F: Construction and Restoration (Technical Specifications)
- Attachment G: Maintenance of Traffic Plan

Additional information on each attachment is provided below.

Right of Way Permit Application

The completed Right of Way Use Permit Application form is attached. The proposed work falls under Class A and fees are waived for the City. A right-of-way use bond that is included in the permit application has not been completed as the City will require a performance bond. See below for additional information on the City's bond requirements.

City of Venice Proposal Bond Form

The City of Venice requires that bidders complete and submit the attached Proposal Bond Form with their bid. Bidders are required to submit a bond equal to five percent (5%) of their bid price. The proposal bond binds bidders to entering into a contract with the City to perform the work and to furnish the performance bond required by the City as part of the contract. The City's performance bond requirements are discussed below.

City of Venice Payment and Performance Bond Forms

The winning bidder is required to provide performance and payment bonds each equal to 100 percent of the contract price within 10 days of notice of the award. These bonds will be included as part of the executed contract.

Construction Plans

Three copies of the construction plans have been provided. The plans show the locations of the broken air release valve assembly to be replaced, existing utilities, and the approximate limits of Sarasota County right of way. Also included is the City of Venice's standard detail for air release valve assemblies.

Annotated Photograph

An annotated photograph has been provided to show the existing conditions and identify the proposed work.

Construction and Restoration (Technical Specifications)

The technical specifications provide detailed requirements for the work. The contractor is required to restore the work area to an "as found" or better condition. To document existing conditions, the contractor will be required to prepare a pre-construction video prior to commencing the work. For work within Sarasota County right of way, the contractor is required to comply with the applicable requirements of the County, including the requirements of "Code of Ordinances of Sarasota County, Florida," *Chapter 74 – Land Development Regulations*, latest edition.

Sidewalk replacement will take place following existing panel segments and will extend the full width of the sidewalk. No disturbances to roadways is anticipated.

Maintenance of Traffic Plan

The work will required the closure of one lane and a sidewalk. The contractor will be required to implement MOT measures following FDOT Design Standards during construction. The lane closure will follow FDOT Design Standards, The lane closure will follow FDOT Design Standards, *Index No. 613 – Multiline, Work within Travel Way Median or Outside Lane*. The sidewalk closure will follow FDOT Design Standards, *Index No. 660 – Pedestrian Control for Closure of Sidewalks*.

If any additional information is required, please do not hesitate to contact me.

Sincerely,



John Spalding, PE
City of Venice Capital Project Management
Office: (941) 882-7331
jspalding@venicegov.com

Enclosures: As noted

cc: Tim Hochuli, City of Venice Utilities Director

Attachment A: Right of Way Use Permit Application

SARASOTA COUNTY PLANNING AND DEVELOPMENT SERVICES
RIGHT-OF-WAY USE PERMIT APPLICATION

APPLICANT City of Venice Utilities Department

APPLICANT ADDRESS 3510 Laurel Road East, Venice, FL 34275

APPLICANT PHONE 941-486-2788 24 HOUR EMERGENCY PHONE 941-486-2770

APPLICANT EMAIL ADDRESS thochuli@venicegov.com

LOCATION/ADDRESS OF WORK: 100 East Venice Ave. PARCEL ID # 0410-04-0002

Is this site located on a designated Canopy Road?
Is there going to be tree or tree root disturbance?

Yes No
Yes No

Class A - \$250 Class B - \$300 Class C - \$500 Class D - \$900 Class H - \$75 Class G - 1/2 Price of Appl Class

- | | | |
|---------------------------------|-------------------------------|----------------------------------|
| A - Minor Landscaping | B - Parking Areas | D - Intersection of Street |
| A - Utility Taps | B - Excavate in ROW | D - General Roadway Work |
| A - Grade and Sod Swales | C - Road Cuts | D - Turn Lane at Comm/Subdiv Ent |
| A - Signs | C - Installation of New Equip | G - Sarasota County Government |
| A - Single Utility Pole Install | C - Water/Sewer Tie-ins | H - Curb Cuts |
| A - Directional Bore | C - Jack and Bore | H - Landscaping (Homeowner) |
| B - Significant Landscaping | C - Combined J&B/Road Cuts | H - Concrete Driveway Aprons |
| B - Material Staging Areas | C - Water/Sewer Line Install | |

FOR THE PURPOSE OF: Removal and replacement of broken below ground air release valve assembly.

INSTRUCTIONS

- The applicant must provide an original bond (fax copies not accepted) to Land Development Services in the minimum amount of **\$15,000.00** or the Engineer's estimate, whichever is greater to assure restoration of the area to original or better condition for work hereby permitted. The acceptable bond form can be found at www.scgov.net. Please contact Mary Stephens at 941-861-6576 for bond information. Class H applications are exempt from bonding.
- All construction and restoration must meet those requirements determined applicable by Sarasota County before work will be deemed complete and before applicant will be released from said responsibility or posted bond returned.
- Three (3) plan copies must be provided with this application.** Plans must show all locations of underground and overhead utilities, culverts, driveways or any other structures in the right-of-way. Typical cross-section showing depth of existing utilities and location of proposed installation must be included. An approved MOT (maintenance of traffic) plan is required for work, material and equipment storage, and employee parking that utilize the "clear zones" at any time.
- The Land Development Services Inspector MUST be notified at least 24 hours prior to commencement of construction operations.
- NOTICE:** The Right of Way Use Permit will become invalid on the expiration date noted on the permit. If an extension is necessary, the request, along with a check in the amount of \$100.00 must be submitted 10 days prior to the expiration date or this permit will become invalid and a Stop Work Order may be placed on the project. If a Stop Work Order is issued, a fee in the amount of \$300.00 will be required to have it removed.

I HEREBY AGREE to all the terms under which the Right of Way Use Permit is issued.

J. Wall
APPLICANT SIGNATURE

3/30/17
DATE

FOR OFFICE USE ONLY

APPLICATION NO.: - - -

DATE RECEIVED: - - -

INSPECTOR: - - -

Receipt # _____

Check # _____

**SARASOTA COUNTY
RIGHT-OF-WAY USE PERMIT
FEE CALCULATION SHEET**

Applicant: City of Venice Utilities Department

Class Type: Class A

			TOTAL
RECORDS FEE:	\$15.00		\$15.00
CLASS A	\$250.00	x <u>1</u>	\$250.00
-Minor Landscaping			
-Utility Taps			
-Grade and Sod Swales			
-Single Utility Pole Installation			
CLASS B	\$300.00	x <u>0</u>	
-Significant Landscaping			
-Material Staging Areas			
-Parking Areas			
CLASS C	\$500.00	x <u>0</u>	
-Installation of New Equipment			
-Water and Sewer Tie-ins			
-Jack & Bore or Road Cuts			
-Combination of Jack & Bore/Road Cuts			
-Water/Sewer Line Installation directly related to Construction of an approved development			
CLASS D	\$900.00	x <u>0</u>	
-Per Intersection of Street			
-Per Turn Lane at Entrances			
-General Roadway Work			
CLASS G		1/2 Price of Above = <u>0</u>	
-Sarasota County Govt			
CLASS H		= <u>0</u>	
-Homeowner-Minor			
TOTAL			\$265.00

Fees are waived for City of Venice.

RIGHT OF WAY USE BOND

BOND NO.: _____

KNOW ALL MEN BY THESE PRESENTS that we,

* _____, as Principal, and

** _____, as Surety, are

held and firmly bound unto the Board of County Commissioners of the Sarasota County, Florida, in the sum of Fifteen thousand dollars. (\$15,000) for the payment whereof, well and truly be made, we bind ourselves, our successors assigns.

The condition of this obligation is such that whereas, said Principal is granted a Right-of-Way Use Permit under the Provisions of Ordinance 97-051, Road Construction Technical Manual, [Section C.2.a.3] Land Development Regulations, (which Ordinance requirements are incorporated herein by this reference) in connection with all work performed or to be performed within the County rights-of-way under said Permit.

Now, therefore, if said Principal shall comply with Ordinance 97-051 as set out above, and repair any damages or injury to the road, highway, drainage, utilities, sidewalks or bicycle path by reason of the exercise of the privileges granted in any instrument creating such license and shall repair said road, highway, drainage, utilities, sidewalks or bicycle paths promptly restoring it to a condition at equal to that which existed immediately prior to the infliction of such damage or injury; shall pay all costs and reasonable attorney's fees incurred by the Board of County Commissioners in the enforcement of this bond; shall hold the said Board of County Commissioners and the members thereof harmless from the payment of any compensation or damages resulting from the exercise of the privileges granted in any instrument creating such license; and shall comply with all provisions in said instrument this bond shall be void; otherwise to remain in full force.

***[Insert name of Principal and address]**

****[Insert name of Bonding Company and physical street address]**

SIGNED AND SEALED this _____ day of _____, 20 ____.

(INSERT FULL NAME OF PRINCIPAL)

WITNESS:

By: _____
(Signature of Pres. or V.P.)***

(Signature)

(Printed Name & Title)

(Printed Name)

***If signatory is not President or Vice President, a corporate resolution or similar authorization evidencing signatory authority must accompany this form.

(INSERT FULL NAME OF SURETY)

WITNESS:

By: _____
(Signature)

(Signature)

(Printed Name and Title)

(Printed Name)

Approved as to Form and Execution

County Attorney

[Attach original Power of Attorney dated same as Bond with original Seal]

Attachment B: City of Venice Proposal Bond Form

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.

**Attachment C: City of Venice Payment and
Performance Bonds Forms**

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.”

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# XXXX-XX Valve Replacement Program: Phase 11** 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# XXXX-XX Valve Replacement Program: Phase 11** 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~~ Inspector 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

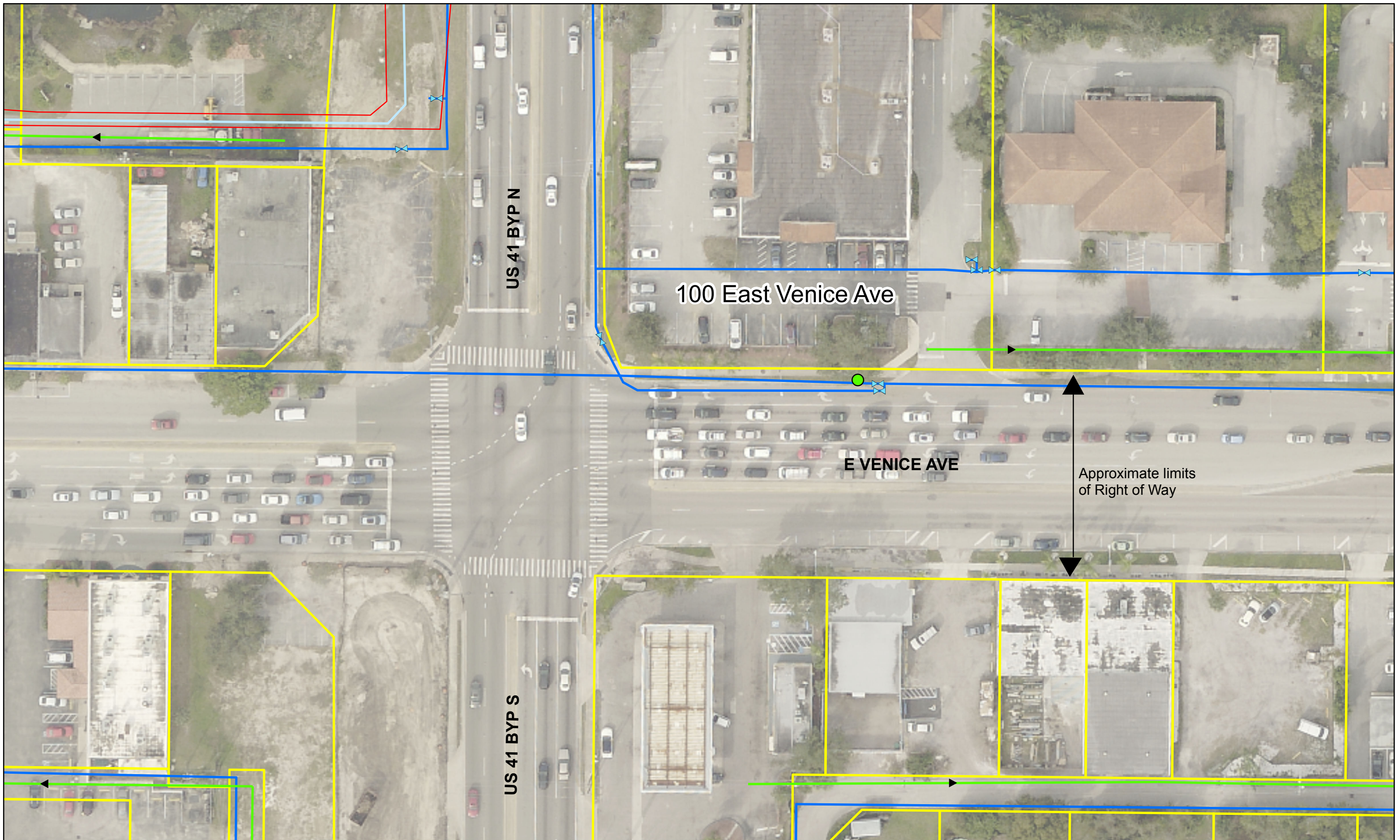
BY: _____

INSURANCE COMPANY

BY: _____

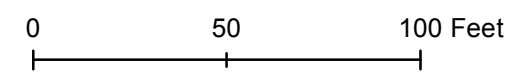
Agent and Attorney-in-Fact

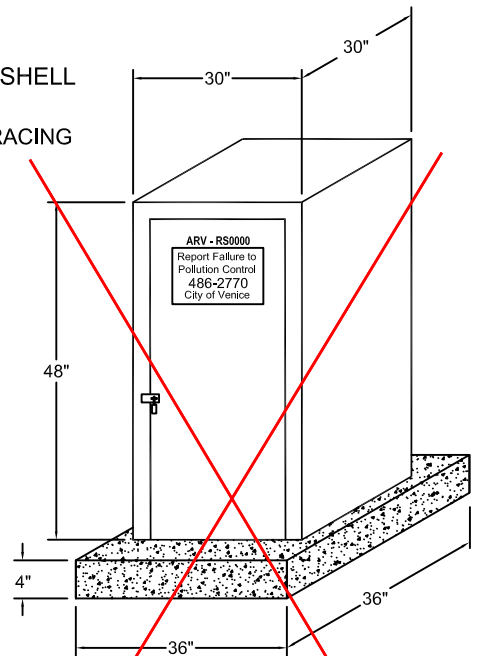
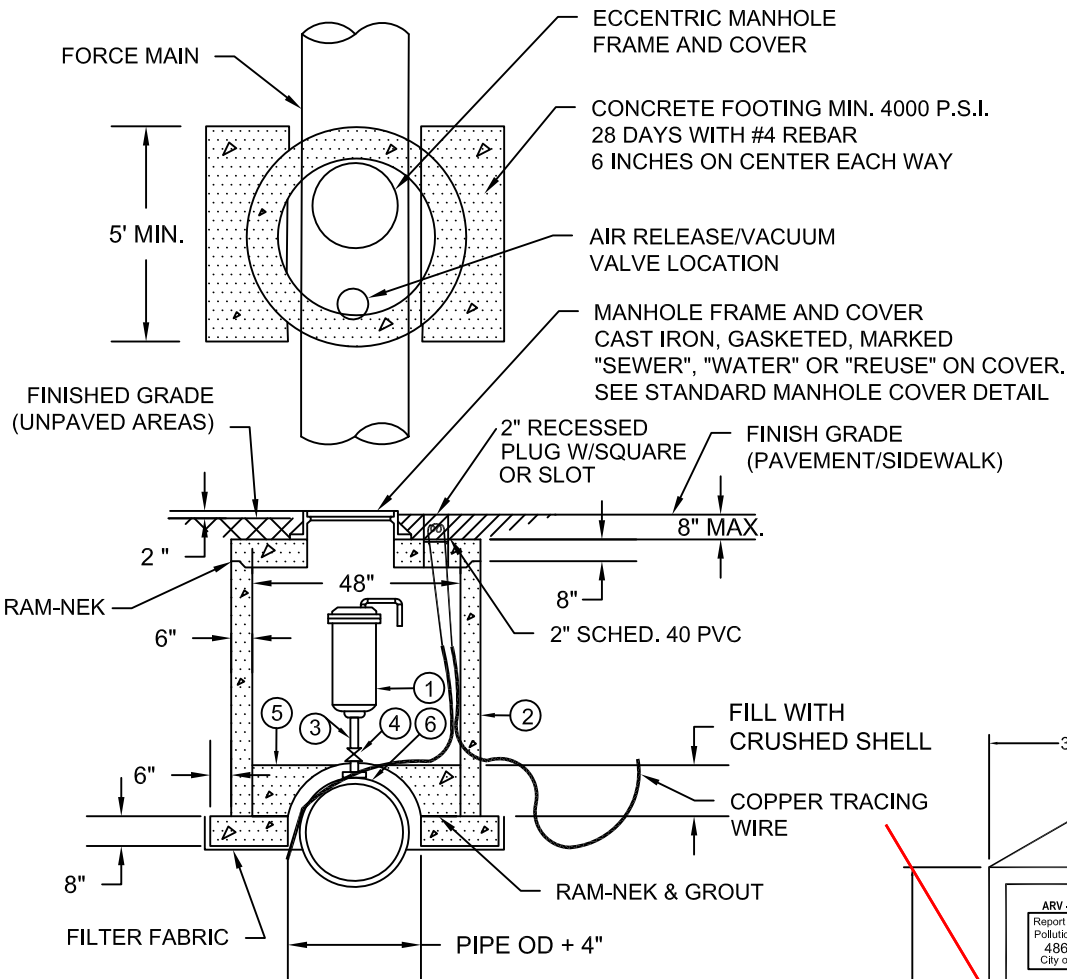
Attachment D: Construction Plans (3 Copies)



- ARV to be replaced
- ✕ Water Valve
- ▶ Gravity Main
- Water Main
- Parcel
- Force Main
- Raw_Water

Phase 11 Water Valve Replacement Area 5





ABOVE GROUND ARV CONTAINMENT NOTES:
 1.) 12" HOLE MUST BE IN CENTER OF PAD.
 2.) CONTAINMENT BOX MUST BE COMPLETELY CONSTRUCTED OF STAINLESS STEEL.
 3.) CONTAINMENT BOX MUST BE EQUIPPED WITH A LOCKABLE DOOR.

- 1) AUTOMATIC AIR RELEASE WITH BACKWASH ACCESSORIES, MANUFACTURED BY APCO MODEL 400, VAL-MATIC MODEL 48 OR H-TEC MODEL 986 FOR POTABLE & REUSE. WASTEWATER SHALL BE H-TEC MODEL 986 ONLY.
- 2) PRECAST CONCRETE 4 FOOT DIA. MANHOLE OR APPROVED COV STAINLESS STEEL ABOVE GROUND VALVE BOX SECTION WITH TOP SLAB, ASTM C478, LATEST REVISION.
- 3) SS 316 PIPING & SCH 80 FITTINGS
- 4) SS 316 BALL VALVE
- 5) CRUSHED SHELL
- 6) ALL SS DOUBLE BAND SERVICE SADDLE (INCLUDING BODY).
- 7) CAV's SHALL BE PLACED AT THE HIGH POINT OF THE MAIN.
- 8) PIPE CAV's DISCHARGE TO NEAREST GRAVITY SEWER MANHOLE (SEWER & REUSE ONLY).

AUTOMATIC COMBINATION AIR RELEASE VALVE (CAV) DETAIL

N.T.S.



CITY OF VENICE
ENGINEERING DEPARTMENT

401 WEST VENICE AVE.
VENICE FL 34285
(941) 486-2626
FAX (941) 480-3031

UTILITIES - GENERAL

**AUTO. COMBINATION
AIR RELEASE VALVE**

DATE
JAN. 2017

SHEET NO.
U-2

Attachment E: Annotated Photograph

AREA 5

- **ARP03: REMOVE AND REPLACE AUTOMATIC COMBINATION AIR RELEASE VALVE (ARV) ASSEMBLY (INCLUDING MANHOLE).**

CVS PHARMACY
100 N US 41 BYPASS

AIR RELEASE VALVE
ARP03

PH11 ARP03
16"

- **SIDEWALK RESTORATION SHALL TAKE PLACE FOLLOWING EXISTING PANEL SEGMENTS.**

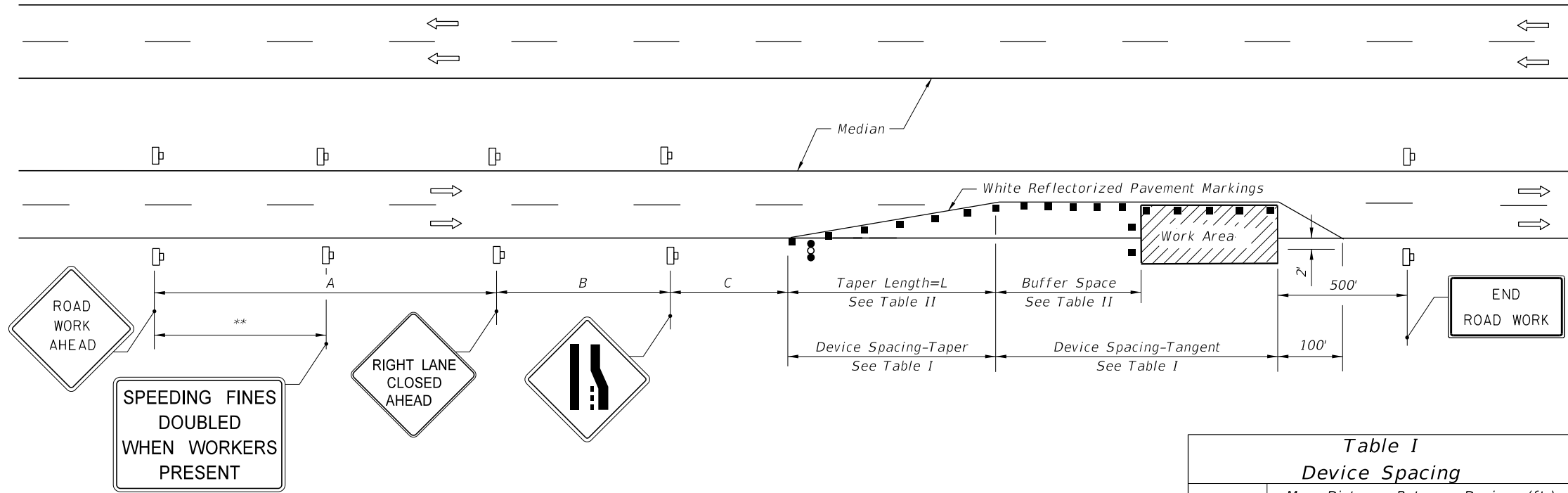


**Attachment F: Construction and Restoration
(Technical Specifications)**

NOTE FOR ITB# 3063-17 ADDENDUM #1

The project's Technical Specifications were included as Attachment F in this right of way use permit application. They have not been duplicated here as part of this addendum in order to reduce the number of sheets included in the addendum.

Attachment G: Maintenance of Traffic Plan



Speed	Spacing (ft.)		
	A	B	C
40 mph or less	200	200	200
45 mph	350	350	350
50 mph	500	500	500
*55 mph or greater	2640	1640	1000

* The ROAD WORK 1 MILE sign may be used as an alternate to the ROAD WORK AHEAD sign and the RIGHT LANE CLOSED 1/2 MILE sign may be used as an alternate to the RIGHT LANE CLOSED AHEAD sign.

** 500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

SYMBOLS

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Advance Warning Arrow Board

GENERAL NOTES

- Work operations shall be confined to one traffic lane, leaving the adjacent lane open to traffic.
- On undivided highways the median signs as shown are to be omitted.
- When work is performed in the median lane on divided highways, the channelizing device plan is inverted and left lane closed and lane ends signs substituted for the right lane closed and lane end signs.

The same applies to undivided highways with the following exceptions:

 - Work shall be confined within one median lane.
 - Additional barricades, cones, or drums shall be placed along the centerline abutting the work area and across the trailing end of the work area.

When work on undivided highways occurs across the centerline so as to encroach on both median lanes, the inverted plan is applied to the approach of both roadways.
- Signs and traffic control devices are to be modified in accordance with INTERMITTENT WORK STOPPAGE details (sheet 2 of 2) when no work is being performed and the highway is open to traffic.
- The two channelizing devices directly in front of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
- When paved shoulders having a width of 8 ft. or more are closed, channelizing devices shall be used to close the shoulder in advance of the merging taper to direct vehicular traffic to remain within the travel way. See Index No. 612 for shoulder taper formulas.
- When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
- This TCZ plan does not apply when work is being performed in the middle lane(s) of a six or more lane highway. See Index No. 614.
- For general TCZ requirements and additional information, refer to Index No. 600.

Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Speed (mph)	Buffer Space (ft.)	Taper Length (12' Lateral Transition)	
		L (ft.)	Notes (Merge)
25	155	125	$L = \frac{WS^2}{60}$
30	200	180	
35	250	245	
40	305	320	
45	360	540	$L = WS$
50	425	600	
55	495	660	
60	570	720	
65	645	780	
70	730	840	

When Buffer Space cannot be attained due to geometric constraints, the greatest attainable length shall be used, but not less than 200 ft.

For lateral transitions other than 12', use formula for L shown in notes column. Where:

L = Length of taper in feet
W = Width of lateral transition in feet
S = Posted speed limit (mph)

DURATION NOTES

- Temporary white edgeline may be omitted for work operations less than 3 consecutive calendar days.
- For work operations up to approximately 15 minutes, signs, channelizing devices, arrow board, and buffer space may be omitted if all of the following conditions are met:
 - Speed limit is 45 mph or less.
 - No sight obstructions to vehicles approaching the work area for a distance equal to the buffer space and the taper length combined.
 - Volume and complexity of the roadway has been considered.
 - The closed lane is occupied by a class 5 or larger, medium duty truck(s) with a minimum gross weight vehicle rating (GWVR) of 16,001 lb with high-intensity, rotating, flashing, oscillating, or strobe lights mounted above the cab height and operating.
- For work operations up to 60 minutes, arrow board and buffer space may be omitted if conditions a, b, and c in DURATION NOTE 2 are met, and vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH ON THE LANE ADJACENT TO EITHER SHOULDER AND THE AREA 2' OUTSIDE THE EDGE OF TRAVEL WAY.

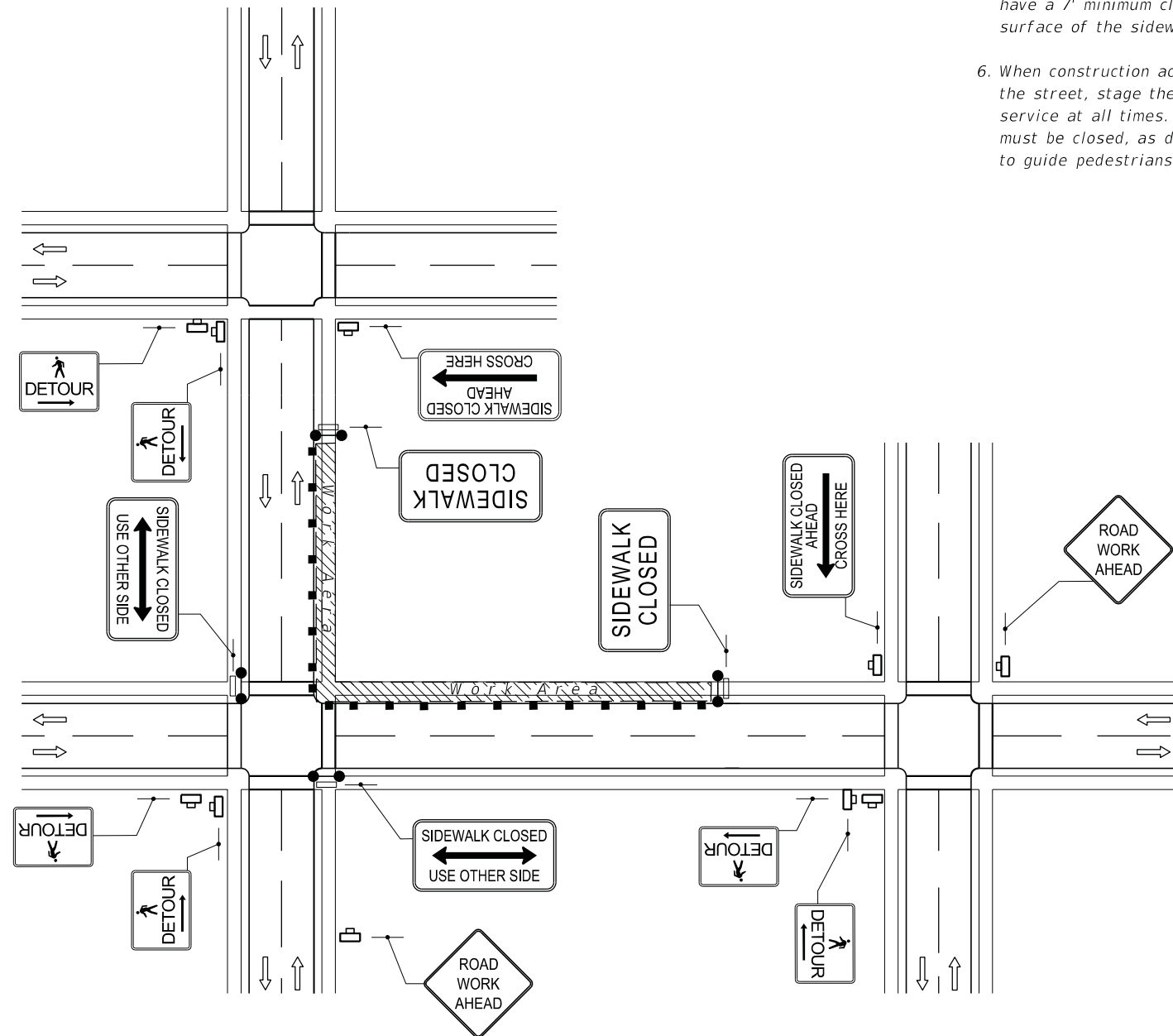
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SYMBOLS

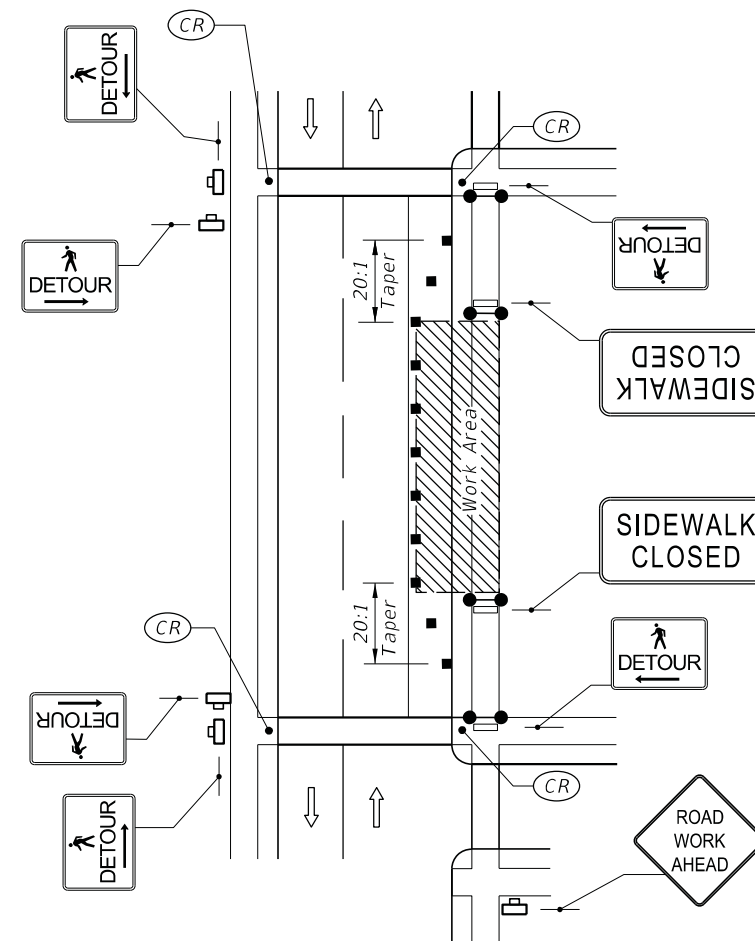
-  Work Area
-  Channelizing Device (See Index 600)
-  Work Zone Sign
-  Required Locations For Either Temporary Or Permanent Curb Ramps.
-  Lane Identification + Direction of Traffic
-  Pedestrian Longitudinal Channelizing Device (LCD) with Mounted Work Zone Sign
-  Pedestrian Longitudinal Channelizing Device (LCD)

GENERAL NOTES

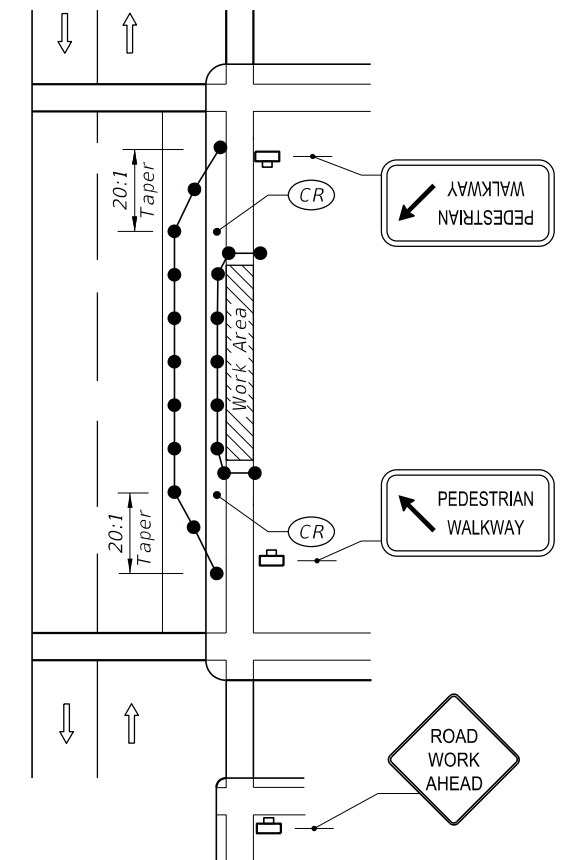
1. Route pedestrian traffic around work areas when construction activities encroach on the sidewalk for more than 60 minutes using the devices and remedies shown on this Index. Use project specific designs for scenarios not included on this Index.
2. For spacing of traffic control devices and general TCZ requirements refer to Index 600. The maximum spacing between barricades, vertical panels, drums or tubular markers is 25'.
3. Use delineators on longitudinal channelizing devices separating the work area from vehicular traffic.
4. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
5. Post mounted signs located near or adjacent to a sidewalk must have a 7' minimum clearance from the bottom of sign to the surface of the sidewalk.
6. When construction activities involve sidewalks on both sides of the street, stage the construction so that one sidewalk is in service at all times. If this is not feasible and both sidewalks must be closed, as determined by the Engineer, provide a detour to guide pedestrians around the construction zone.
7. Provide a 5' wide temporary walkway, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary walkways less than 5' in width at intervals not to exceed 200'.
8. Provide a cross-slope with a maximum value of 0.02 for all temporary walkways.
9. Temporary walkway surfaces and ramps must be stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment and stored materials.
10. Remove temporary walkways immediately after reopening of the sidewalk, unless otherwise noted in the plans.
11. Meet the requirements of Index 304 for temporary curb ramps.
12. Place pedestrian longitudinal channelizing device(s) across the full width of the closed sidewalk. For temporary walkways, similar to the Sidewalk Diversion, place LCD's to delineate both sides of the temporary walkway.



CROSSWALK CLOSURE AND PESESTRIAN DETOUR




SIDEWALK DETOUR



SIDEWALK DIVERSION

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LAST REVISION 07/01/15	REVISION	DESCRIPTION:	 FY 2016-17 DESIGN STANDARDS	PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS	INDEX NO. 660	SHEET NO. 1 of 1
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