

**100% CONSTRUCTION DOCUMENTS  
ISSUED FOR BID**

**PROJECT MANUAL**

**CENTRAL BEACH TRAIL RECONSTRUCTION**  
Treasure Island, Florida

**Prepared for:**

**CITY OF TREASURE ISLAND**

PUBLIC WORKS DEPARTMENT

TREASURE ISLAND, FLORIDA

**Prepared by:**



Master Consulting Engineers, Inc.  
5523 West Cypress Street  
Suite 200  
Tampa, Florida 33607  
(813) 287-3600

August 25, 2017

**CENTRAL BEACH TRAIL RECONSTRUCTION**  
**Treasure Island, Florida**  
**TABLE OF CONTENTS**

<b>SECTION</b>	<b>TITLE</b>	<b>PAGES</b>
<b>DIVISION 1 GENERAL CONDITIONS</b>		
	INVITATION TO BID	1
	SECTION 00100 INSTRUCTIONS TO BIDDERS	1-11
	SECTION 00140 SUMMARY OF INFORMATION TO BIDDERS	1-4
	SECTION 00310 BID PROPOSAL	1-6
	BID PROPOSAL FORM	1-3
	SECTION 00330 FLORIDA TRENCH SAFETY ACT ACKNOWLEDGEMENT	1-2
	SECTION 00410 BID BOND	1-2
	SECTION 00520 CONTRACTORS AFFIDAVIT	1-2
	SECTION 00610 PAYMENT BOND	1-3
	SECTION 00610 PERFORMANCE BOND	1-3
	SECTION 00700 CONTRACT AND GENERAL CONDITIONS	1-51
	SECTION 00710 NON-DISCRIMINATORY VENDER STATEMENT	1-2
	SECTION 00715 PUBLIC ENTITY CRIMES STATEMENT	1-3
	SECTION 00800 SUPPLEMENTARY CONDITIONS	1-2
	DRUG FREE WORKPLACE	1
	PROGRESSION OF WORK	1
<b>DIVISION 2 EXISTING CONDITIONS</b>		
	017320 SELECTIVE DEMOLITION	1 – 5
<b>DIVISION 3 CONCRETE</b>		
	033000 CAST IN PLACE CONCRETE	1 - 21
	033750 INTEGRALLY COLORED CONCRETE	1 – 6
<b>DIVISION 7 THERMAL AND MOISTURE PROTECTION</b>		
	079200 JOINT SEALANTS	1 - 6

# THE CITY OF TREASURE ISLAND, FLORIDA

Invitation to Bid NO: ITB 1617-23 – August 25, 2017

## CENTRAL BEACH TRAIL RENOVATIONS

Sealed Bids may be hand-delivered or mailed to City of Treasure Island City Hall, 120 – 108<sup>th</sup> Ave., Treasure Island, FL 33706 to the attention of the Purchasing Coordinator. All Bids, **with original signature, and three (3) additional copy's** must be received **no later than Friday, September 29, 2017 at 2:00 PM.** All bids shall be submitted on the City's official Bid Form. **All envelopes shall be clearly marked "CENTRAL BEACH TRAIL RENOVATIONS".**

Immediately thereafter, at the City of Treasure Island Public Works Conference Room, located at 152 – 108<sup>th</sup> Ave, Treasure Island, FL and immediately following the deadline for receipt of the bids, those bids received will be publicly opened and read aloud. Any Bids received after the specified date and time will not be considered. The public meeting will be held at the City of Treasure Island Public Works Conference Room, located at 152 – 108<sup>th</sup> Ave, Treasure Island, FL. Persons with disabilities requiring reasonable accommodations to participate in this proceeding/event should call (727) 547-4575, no later than seven (7) days prior to the proceeding.

A **mandatory pre-bid meeting** will be held at the Public Works Conference Room, 152-108<sup>th</sup> Avenue, Treasure Island on **Wednesday September 6, 2017 at 9:00AM.**

Any questions should be addressed to Hal Bruce at [hbruce@mytreasureisland.org](mailto:hbruce@mytreasureisland.org) by **Friday, September 15, 2017 at 3:00 PM.** All questions will be answered and posted on the City's website and Vendor Registry by **Tuesday, September 19, 2017.**

Complete specifications and any additional information may be obtained from the City of Treasure Island's website at [www.mytreasureisland.org](http://www.mytreasureisland.org) and/or from the Vendor Registry.

All proposals must be accompanied by a certified check, bank draft, or bid bond in the amount of ten percent (10%) of the base bid made payable to the City of Treasure Island. The check. Bank draft or bid bond shall guarantee that should the bid be accepted, the bidder will, after the acceptance of his proposal by the City Commission, and issuance of the Florida Department of Environmental Protection permit, enter into a contract with the City of Treasure Island for the services proposed to be performed. A performance bond in the amount of 100 percent (100%) of the contract, made payable to the City of Treasure Island, Florida, will also be required which bond shall be adequate to guarantee the faithful performance of the contract. A payment bond will be required for Labor and Materials to ensure they payment of all indebtedness incurred for labor furnished materials, equipment or supplies used or consumed in connection with, or in or about, the construction of this project. All Bids may be withdrawn prior to the date of opening, but no bid may be withdrawn after the date of opening bids.

The City of Treasure Island reserves the right to accept or reject any or all quotes, to award quotes on a split-order basis by item number when applicable, to wave any quotes informalities and to re-advertise for quotes when deemed in the best interest of the City of Treasure Island.

## **SECTION 00100**

### **INSTRUCTIONS TO BIDDERS**

#### **00100.01        DEFINED TERMS**

Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions.

#### **00100.02        PUBLIC RECORDS**

All Bidding Documents and submissions by Bidders may be considered a public record under Florida's public records laws, Chapter 119, Florida Statutes. Accordingly, the Bidder understands and acknowledges that the Bidder's bidding documents may be inspected or copied by the public in accordance with applicable Florida law.

#### **00100.03        QUALIFICATIONS OF BIDDERS**

Bidders shall have successfully completed two (2) contracts for similar work in an amount not less than one hundred percent (100%) of the amount of the proposal contract during the past three years. The City, in its sole discretion, has the right to determine project equivalence.

Bidders shall have received Contract Documents from the Engineer. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City any additional information and financial data for this purpose as the City may require. The data shall include a detailed and up-to-date list of equipment the bidder proposes to use, indicating which portions he already possesses and a detailed description of the method and program of the work he proposes to follow.

If such an investigation fails to satisfy the Engineer or City that the bidder is properly qualified to complete the work described in the drawings and specifications or to meet the financial obligations of such a contract, the bid may be rejected. In the event the bidder fails, refuses, or neglects to submit the requested additional information with ten (10) days of the date of any request for submission, the bidder's proposal guarantee shall be forfeited to the use of the City, not as a penalty, but as liquidated damages.

A person or affiliate who has been placed on the discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the discriminatory vendor list.

A person or affiliate who has been placed on the convicted vender list, following a conviction for a public entity crime, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes, for a period of 36 months from the date of being placed on the convicted offender list.

No bid will be considered unless the bidder is properly qualified to submit a proposal for this construction in accordance with all applicable laws of the municipality, county, and the State of Florida.

#### **00100.02 BIDDER'S RESPONSIBILITY**

Each bidder shall familiarize himself with the Bidding Documents, as he will be held responsible to fully comply therewith. Each bidder must visit the site of the proposed work and thoroughly acquaint himself with conditions affecting the work, all utilities in existence to which connections are to be made, all other requirements of the contract, and obtain all information necessary for completion of the work on or before the date specified. Each bidder shall also make himself familiar with all Federal, State, Local and Municipal laws, ordinances, rules and regulations which in any manner affect the work, those engaged or employed in the work, or the materials or equipment used in or upon the work. If the bidder or Contractor shall discover any provision in the plan, specification, or other contract documents which is contrary to, or inconsistent with, any such law, ordinance, rule, or regulation, he shall immediately report it to the Engineer in writing. The Contractor shall not at any time after the execution of his contract set up any claims whatever based upon insufficient data or incorrectly assuming conditions, nor shall he claim any misunderstanding in regard to the nature, conditions or character of the work to be done under the contract, and he shall assume all risks resulting from any changes in the conditions which may occur during the progress of this work.

#### **00100.03 SITE CONDITIONS**

Any information on site or soil conditions made available to the prospective bidders through data collected by test borings and presented on the Engineer's drawings or available in preliminary reports prepared by the Engineer or obtained verbally from a representative of the City or the Engineer does not guarantee that such site or soil conditions will be as described, and are made available only upon waiver of all responsibility of the City and Engineer. It is the Contractor's sole risk and responsibility to verify such information in order that he may complete the project as specified and shown on the contract documents. Under no condition will a variation in the information obtained by the Engineer on site or soil conditions, including underground soil conditions at the job site, be accepted as a basis in any claim for extra compensation.

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

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all 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 adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the General Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the General Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; 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 the Bidding Documents, with respect to the effect of such information, observations, 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; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price 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 the work to be performed by City and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance of the Work.

#### **00100.04 OMISSIONS AND DISCREPANCIES**

Should a bidder find discrepancies in, or omissions from the drawings or other Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Engineer. All notice of omissions or discrepancies or request for clarification must be forwarded to the Engineer in writing not less than six (6) days before the advertised date of the opening of bids.

Such clarification and corrections as are necessary will be issued in the form of an Addendum to the Contract Documents and will be forwarded to all prospective bidders. Any addendum so prepared and forwarded shall be a part of the Contract Documents. Neither the Engineer nor the City will be responsible for any other explanation or clarification of the Contract Documents.

#### **00100.05 BID ITEMS AND ESTIMATED QUANTITIES**

The City may increase, decrease or omit the quantity of the work to be done under any item in the best interests of the project and the unit price as submitted in the proposal shall be the unit price which the Contractor will receive for any work specified to be done under that item.

All work herein specified or implied in anyway in the drawings or specifications shall be done regardless of whether or not the work is specifically defined in any bid item.

The Contractor agrees that the estimated quantities shown in the Bid Schedule are only for the purpose of comparing bids and that he/she is satisfied with, and will at no time dispute, the said estimates as means of comparing the aforesaid bids, that he/she will make no claim for loss of profits or anticipated profits because of any difference between the said estimated quantities and the quantities of various classes of work actually furnished or performed, that the City shall not be held responsible if any of the said estimated quantities should vary by any amount from those actually measured during performance of the work.

#### **00100.06 APPROVED MATERIALS AND EQUIPMENT**

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers or vendors names, trade names, catalog numbers, etc., it is intended to establish a standard of quality and it will be presumed, unless specifically excepted by the bidder, that the base bid includes the materials or articles so named, and that the Contractor's proposal, if accepted, will constitute a contractual obligation to furnish the standard named materials or articles and no other. To assist the Engineer in making an adequate evaluation, the bidder shall submit with his proposal, at the time bids are received, detailed information and data on the items he proposes to furnish as equally acceptable to the named terms. The data furnished shall include as applicable and needed for evaluation, manufacturer's name, model identification, descriptive brochures, specifications, performance data, guaranteed efficiencies, and list of installations in similar service. Such alternate material, article or piece of equipment shall not be purchased or installed by the Contractor without the Engineer's written approval. Any revisions to the Drawings as a result of alternate equipment shall be at the expense of the Contractor.

## **00100.07 SAMPLE OF MATERIALS**

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and conformity to the plans and specifications.

## **00100.08 PROPOSAL FORM**

All bids must be submitted on photocopies of the proposal form bound within these specifications. No proposal will be considered which is submitted otherwise than on the prepared proposal form and in the designated manner. The blank spaces in the proposal shall be filled in correctly where indicated for each and every item for which a description is given, and the bidder must state the prices for which he proposes to do each part of the work contemplated, and the total amount for all parts included in any or all of the combinations of the work. In case of discrepancy, the written words or "Unit Price", where stated, shall be considered as being the bid price. The bidder shall sign his proposal correctly. If the proposal is made by an individual, in addition to his signature, his post office address must be shown; if made by a firm or partnership, the post office address of each member of the firm or partnership; if made by a corporation, the person signing the proposal must be President or Vice-President of the corporation. No proposal will be considered which is not based upon the complete plans and specifications, or which contains any qualifying letter or written memorandum not permitted in these specifications, or which is not properly made out and signed in writing by the bidder. The proposal shall be submitted in a sealed envelope bearing the name of the Contractor and describing the project for which the proposal is being submitted. Proposals will be accepted by registered mail, and then only if the proposal is enclosed in another sealed envelope contained within the mailing envelope and is delivered to the City prior to the time established for opening bids.

A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary. The corporate address and state of incorporation shall be shown below the signature.

A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown below the signature.

A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown below the signature.

A Bid by an individual shall show the Bidder's name and official address for receiving notices.



A Bid by a joint venture shall be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.

All names shall be typed or printed in ink below the signatures.

Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

More than one Bid received for the same work from an individual, firm, partnership, corporation or joint venture under the same name nor different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of all Bids that the Bidder is interested. If there are reasonable grounds for believing collusion exists among Bidders, the Bids of participants will not be considered.

#### **00100.09 WITHDRAWAL OF PROPOSALS**

Bidders will be given permission to withdraw any proposal after it has been received by the City, provided the bidder, or his agent duly authorized to act for him, personally appears before the City with a written request prior to the time set for the opening of bids. At the time set for the opening of proposals the withdrawn proposal will be returned unopened to the bidder. No bids may be modified or withdrawn after the opening of the proposal.

#### **00100.10 BID SECURITY**

Each proposal must be accompanied by the bidder's bid bond or certified check made payable to the City in an amount of ten percent (10%) of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraph 100.27 of the this Section. The bid bond shall be issued by a company authorized to conduct business in the State of Florida and having a registered agent in the State of Florida. This sum will serve as bid security and will be forfeited to the City as liquidated damages in the event an award is made and the contract and bonds are not promptly and properly executed as required in the specifications.

All certified checks, except those accompanying the two lowest bids, will be returned by certified mail to the unsuccessful bidders within seven (7) days after the date of the bid opening. (If the signing of the contract is to be deferred for a period exceeding two (2) weeks, and the second low bidder desires to substitute a bid bond for his certified check and the bid bond fully guarantees his bid, he shall be permitted to do so). The certified checks accompanying the two low bids will be returned within three (3) days after the City and the successful bidder have executed the contract. In the event no contract award is made within the time limit specified, each certified check or bid bond will be returned upon the demand of the bidder.

## **00100.11 OPENING OF PROPOSALS**

All proposals will be publicly opened and read, on the date, at the place and commencing at the time stated in the advertisement. Bidders or their authorized agents should be present. The City reserves the right to reject any or all bids or parts thereof. Proposals may be rejected if they show any omissions, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. Proposals in which the prices are unbalanced may be rejected. The City reserves the right to accept the responsive responsible bid, which will serve its best interests. The owner reserves the right to reject any or all bids on the project. The City will reject a bid that the City finds, after reasonable inquiry and evaluation, to not be responsible. The City also reserves the right to wave all minor and formalities not involving price, time or changes in the work. Bidders are hereby notified that all bids on the project are likely to be rejected if the lowest responsive bid received exceeds the engineer's estimate by more than 10 percent.

## **00100.12 METHOD OF AWARD**

Bids will be compared on the basis of the total costs of estimated quantities established in the proposal form, constructed at the unit or lump sum prices bid for the various items listed. The contract will be awarded to that response responsible bidder whose proposal totals the lowest number of dollars for a complete installation.

The City may conduct such investigations as the owner deems necessary to establish the responsibility, qualifications, and financial ability of the bidders and any proposed subcontractor suppliers and individuals or entities to perform the work in accordance with the contract documents.

The successful bidder will be officially notified in writing by the City of the acceptance of his proposal and award of contract. This notification will be made within the time limit set up in the contract documents.

Whenever two responsible bidders are found to have both submitted the lowest responsive bid, the owner shall give preference to the bidder that certifies it has implemented a drug free workplace program in determining which of the two responsible bidders shall be awarded the contract.

## **00100.13 EXECUTION OF CONTRACT**

The bidder to whom the contract is awarded must, within ten (10) calendar days following Notice of Award, present himself to the place designated in the official Notice of Acceptance, for signing of the contract. All bonds and insurance shall be issued by companies authorized to transact business in the State of Florida.

If the lowest responsible bidder to whom the contract is awarded fails to give bonds or execute the contract within the time specified, the amount of the proposal guarantee shall be forfeited to the City, not as a penalty but as liquidated damages.

#### **00100.14 TIME OF COMPLETION**

The successful Contractor shall commence work under his contract on a date to be specified in a written order from the City or his authorized representative, which order will also establish the completion date in accordance with the total number of consecutive calendar days established as a working period in the proposal. The Contractor shall fully complete the work described in these plans and specifications on, or prior to, the completion date.

If the Contractor fails to commence work with seven (7) days of the announcement of the official starting date, this shall be just cause for the annulment of the contract.

#### **00100.15 LIQUIDATED DAMAGES**

Should the Contractor fail to complete the work on or before the expiration of the date set for completion or as provided in the Contract Documents covering extension of time, then the City may retain as liquidated damages the amount established in the proposal form, which amount is agreed upon as the costs which the City will sustain per diem by the failure of the Contractor to complete the work at the time stipulated and the sum is not to be construed in any sense as a penalty.

#### **00100.16 EXTENSIONS OF TIME**

If the Contractor shall be delayed at any time in the progress of the work by any cause beyond the Contractor's control and without his fault or negligence, including but not restricted to any act or neglect of the City, or of his employees, or by any other contractor employed by the City, or by changes ordered in the work, acts of God or of the public enemy, fires, floods, epidemics, quarantines, strikes, lockouts, riots, civil commotions or freight embargoes or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City shall decide.

No such extensions of time shall be deemed a waiver by the City of its right to terminate the contract for abandonment or delay by the Contractor as herein provided or relieve the Contractor from full responsibility for performance of his obligations hereunder.

#### **00100.17 CERTIFICATE OF INSURANCE**

The successful bidder shall submit certificates or other documentary evidence to the City for approval, covering Workmen's Compensation Insurance, Public Liability, Property Damage Insurance, and Special Hazard Insurance, in the amounts specified on the "Summary of Information to Bidders."

#### **00100.18 DETAILED BREAKDOWN SHEET AND SCHEDULE OF PRICES**

The successful bidder shall submit, in a mutually acceptable form, a detailed breakdown sheet and schedule of prices of the proposed construction work. Until the City approves the breakdown, the City will not be obligated to make any payments to the bidder.

#### **00100.19 EXISTING MATERIALS AND EQUIPMENT**

All existing materials and equipment not specified for the complete construction of the project, or shown on the plans to be retained or reused, shall remain the property of the City and shall be placed on the project site as the City may direct.

#### **00100.20 STANDARDS**

This project shall be completed in accordance with these specifications unless noted or otherwise directed by the City or its authorized representative. The decision of the City in interpreting these specifications shall be final.

#### **00100.21 LICENSES AND PERMITS**

The Contractor shall obtain and pay for all other federal, state, county, city permits, licenses, and other authorizations required for the prosecution of the Work, including the cost of all Work performed in compliance with the terms and conditions of such permits, licenses, and authorizations, whether by himself or others. No construction work shall commence until all applicable licenses and permits have been obtained and copies delivered to the Engineer.

#### **00100.22 CONFLICT OF INTEREST**

The bidder certifies that, to the best of his knowledge or belief, no elected/appointed official or employee of the City, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in this bid. Financial interest includes but is not limited to ownership of more than five percent of the total assets or capital stock or being an officer, director, manager, partner, proprietor, or agent of the business submitting the bid or of any subcontractor or supplier thereof providing goods or services in excess of ten percent of the total bid amount.

In addition, the bidder, on company letterhead, must divulge at the time of bid submittal, any relative, other than those already specified, of an elected/appointed official or employee of the City who has a financial interest, as defined herein, in providing the goods or services specified in the Bid.

The City, at its sole discretion, will determine whether a conflict exists and whether to accept or reject the bid.

#### **00100.23 SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

Subsequent to the submittal of the Bid, City may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

Each Bid must identify the names, and addresses of the Subcontractors. If requested by the City or Engineer, the Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to the City the following:

- A. If requested by City, an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity.
- B. If City or Engineer, after due investigation, finds any proposed Subcontractor or supplier is not licensed, qualified, or certified as required by state law City may, before the Start to Work Order is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and City may consider such price adjustment in evaluating Bids and making the Contract award.

If apparent Successful Bidder declines to make any such substitution, City may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or 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 City or Engineer makes no written objection prior to the giving of the Start to Work Order will be deemed acceptable to City and Engineer subject to subsequent revocation of such acceptance.

#### **00100.24 REQUIRED DISCLOSURE**

With its bid submission bidder shall disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this state or any other state of the United States against (i) bidder, (ii) any business entity related to or affiliated with bidder, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns 20 percent or less of the outstanding shares of a bidder whose stock is publicly owned and traded.

At its sole discretion the City may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the City may reject the Bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its Bid based on these grounds.

## **00100.25 FLORIDA TRENCH SAFETY ACT**

Bidders shall be solely responsible for complying with the Florida Trench Safety Act and Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 as amended. All costs associated with complying with these requirements shall be included in the Bid and shall be detailed in the Certificate of Compliance with the Florida Trench Safety Act (Section 330).

## **00100.26 RESERVED**

## **00100.27 - BONDS AND INSURANCE**

In order to be acceptable to the City, a surety company issuing the Bid Security, Performance and Payment Bonds called for in the Bid Documents shall meet and comply with the standards set forth in the General Conditions and the following:

- A. Surety must be licensed or authorized to do business in the State of Florida and shall comply with section 255.05 of the Florida Statutes.
- B. Surety shall have been in business and have a record of successful continuous operations for at least five (5) years.
- C. All bonds must be executed by such sureties as are named in the current 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 Audit Staff, Bureau of Government Financial Operations, and the U.S. Treasury Department. Surety shall have an A.M. Best Rating of A or better and A.M. Best Financial Size Category of Class VII or greater.
- D. Surety must issue performance and payment bonds in accordance with section 255.05 of the Florida Statutes.

The City reserves the right to reject any Surety. If the Surety or any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business terminates in any state where any part of the project is located or it ceases to meet the requirements of these Contract Documents, the Contractor shall within five (5) days after notice thereof substitute another bond and Surety, both of which must be acceptable to the City. The General Conditions sets forth City's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to City, it shall be accompanied by required bonds and insurance documentation.

**END OF SECTION**

## **SECTION 00140**

### **SUMMARY OF INFORMATION TO BIDDERS**

#### **00140.01 OBTAINING PLANS AND SPECIFICATIONS**

Specifications, Proposal Forms, Drawings, and other contract documents may be examined at the City of Treasure Island, 152 108th Avenue, Treasure Island, Florida 33706. A complete set of bidding documents may be obtained at the office of Master Consulting Engineers, Inc. upon furnishing a \$50.00 payment (non-refundable). Master Consulting Engineers, Inc.'s office is located at 5523 W. Cypress St. Suite 200, Tampa, Florida 33607.

#### **00140.02 OWNER**

The Owner for this project is the City of Treasure Island (City"), 152 108th Avenue, Treasure Island, Florida 33706.

#### **00140.03 CONTRACT**

The contract is entitled **CENTRAL BEACH TRAIL RENOVATION**.

#### **00140.04 BID SECURITY & PERFORMANCE AND PAYMENT BOND**

Each Bidder must deposit with his bid a bid bond in the amount of ten percent (10%) of the bid total, made payable to the City of Treasure Island. All bids may be held for a period of 90 days after receipt.

Once awarded, the Contractor shall provide a performance and payment bond for 100% of the contract amount to the City within ten (10) days of the Notice to Proceed date.

#### **00140.05 TIME OF COMPLETION**

The time of completion for this contract is **180** consecutive calendar days from date established in the Notice to Proceed.

#### **00140.06 INSURANCE REQUIRED**

1. Workers' Compensation Insurance

Provide Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure benefits of the Florida Workers' Compensation Law for all employees. If subletting any of the work, ensure that the employees of the subcontractors are covered by similar insurance.

2. Contractors' Public Liability and Property Damage Liability Insurance

Furnish evidence to the City that, with respect to the operations performed, regular Contractors' Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$2,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and, regular Contractors' Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period is carried.

Cause the City to be an additional insured party on the Contractors' Public Liability and Property Damage Liability Insurance policies that insure the Contractor for the described work that it performs under the Contract.

3. Submission and Approval of Policies; Termination

Furnish two copies of each required policy to the CITY. Provide all insurance policies in such form and with insurers that are acceptable to the City. Keep insurance in force until the City accepts that the Contractor has satisfactorily completed all work required under the Contract.

4. Contractors Commercial Automobile Liability Insurance

Contractors shall provide evidence of Commercial Automobile Liability coverage, with a minimum combined single limit of \$1,000,000. Contractors shall provide general liability with a minimum single limit of \$1,000,000. Coverage shall include owned, non-owned, hired, and rented vehicles.

5. Insurance on Contractors, Subcontractors, and Licensees

If, in connection with the Contract, the contractor, subcontractor, or licensee is to perform work by or on behalf of the Contractor, the Contractor shall require any such contractor, subcontractor, or licensee to provide insurance in the same manner as required by the Contractor.

6. Contractor's Insurance Primary

The insurance provided by the Contractor and its contractors or subcontractors, including that provided to the City as an insured, shall apply on a primary basis. Any insurance maintained by the City shall be excess of and shall not contribute with the insurance provided by the Contractor and its contractors, or subcontractors. Deductible



or self-insurance retention will be permitted in accordance with industry standards, provided that the Contractor has the financial wherewithal to cover the deductible or self-insured retention amounts.

7. Insurance is Additional Remedy

Compliance with these insurance requirements shall not limit the liability of the Contractor or its contractors or subcontractors. Any remedy provided to the City by the insurance provided by the Contractor and its contractors or subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the City under contract or otherwise.

8. No Waiver

Neither approval nor failure to disapprove insurance furnished by the Contractor or its contractors or subcontractors shall relieve the Contractor, contractor or subcontractor from responsibility to prove insurance as required.

9. Indemnification Requirements

The Contractor will be required to agree to a provision requiring that it indemnify, defend, and hold harmless the City, any federal, county or municipal funding agency, and all of their officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Contractor, its agents, or employees during the performance of the Contract.

10. City as Additional Insured

On all insurance required by this Section, the City shall be named as an additional insured.

## **00140.07 SCOPE OF WORK**

The work to be performed under this contract shall consist of the furnishing of all labor, materials, and equipment necessary to satisfactorily complete the **CENTRAL BEACH TRAIL RENOVATION** including written logs and testing in accordance with these plans and specifications. All workmanship and materials shall be fully guaranteed for a period of one year after date of acceptance by the Owner. All Testing shall be paid by the Contractor. All Professional Surveying shall be paid by the Contractor.

## **00140.08      BID SUBMITTAL FORMS**

Submission of the following forms shall constitute a complete proposal package:

- Bid Proposal (w/ Addenda acknowledged)
- Bid Proposal Form (w/ Addenda acknowledged)
- Bid Bond
- Florida Trench Safety Act Acknowledgement
- Public Entity Crimes Statement
- Contractor's Affidavit
- Statement of Surety Company
- Certification of Insurance
- Drug Free Workplace Form
- Non-Discriminatory Vendor Statement

**END OF SECTION**

**SECTION 00310**

**BID PROPOSAL**

To: City of Treasure Island

The following proposal is submitted in accordance with your advertisement inviting proposals to be received until **2:00 p.m. on Friday, September 29, 2017** for the construction of the **CITY OF TREASURE ISLAND CENTRAL BEACH TRAIL RENOVATION – ITB 1617-23**.

Having carefully examined the contract documents together with all addenda or bulletins, all as prepared by Master Consulting Engineers, Inc., 5523 West Cypress Street, Suite 200, Tampa, Florida, 33607 and being familiar with the various conditions of the work, the undersigned herein agrees to furnish all materials required and to perform all labor necessary to satisfactorily construct the **CITY OF TREASURE ISLAND CENTRAL BEACH TRAIL RENOVATION** in accordance with the plans and specifications for the unit prices stated herein.

Accompanying this proposal is Certified or Cashier's Check or Bid Bond in the amount of ten percent (10%) of the bid total drawn upon the \_\_\_\_\_ BANK and made payable to the City of Treasure Island to serve as bid security. The undersigned Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

It is understood that this proposal shall be effective until 90 days after the bid opening and that the sum of \$200.00 per day may be retained by the City in the event the contract is not complete within **180** consecutive calendar days after the date established in the Start to Work Order.

The undersigned Bidder hereby certifies that this proposal is genuine and not sham or collusive, or made in the interest or in behalf of any person, firm, or corporation not herein named and that the undersigned has not directly or indirectly induced or solicited any other bidder to submit a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

The undersigned Bidder agrees to accept the unit prices as full compensation for work performed.

In submitting this Bid, Bidder makes all representations required by *Instructions to Bidder* and further warrants and represents:

- A. The Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda, if any:

Addendum#1	Dated:
Addendum#2	Dated:
Addendum#3	Dated:

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with, has considered, and has satisfied itself as to federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has obtained and carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the General Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the General Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, 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; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

- K. Bidder will submit written evidence of its authority to do business in the State of Florida not later than the date of its execution of the Agreement.

By affixing his signature to this Bid, Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. 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 this Paragraph:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of City, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of City, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 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.
- E. All required sales and use taxes are included in the stated Bid prices for the Work unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax.
- F. If awarded a Contract, the Florida Trench Safety Act, (sections 553.60 through 553.64, of the Florida Statutes) and applicable trench safety standards shall be complied with..
- G. Bidder is not currently and has not been on the convicted vendor list within the last 36 months.

- H. Bidder is not currently and has not been on the discriminatory vendor list within the last 36 months.
- I. This Bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or other illegal actor.
- J. Bidder is and will comply with all local, state, federal directives, orders and laws as applicable to this Bid and subsequent contract(s) including but not limited to Equal Employment (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this Contract.
- K. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work, within the Contract Time.

This Bid is submitted on \_\_\_ day of \_\_\_, 2017, by:

- L. If Bidder is an individual:

Name (*Typed or printed*) \_\_\_\_\_

By (*signature*) \_\_\_\_\_

Doing Business As: \_\_\_\_\_

- M. If Bidder is a partnership:

Partnership Name \_\_\_\_\_ (SEAL)

By (*signature*) \_\_\_\_\_

(*Signature of general partner - attach evidence of authority to sign*)

Name (*Typed or printed*): \_\_\_\_\_

- N. If Bidder is a corporation:

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (*General Business, Professional Service, Limited Liability*): \_\_\_\_\_

By \_\_\_\_\_

(*Signature - attach evidence of authority to sign*)

Name (*typed or printed*): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest: \_\_\_\_\_

*(Signature of Corporate Secretary)*

Date of Qualification to do business is: \_\_\_\_\_

*If Bidder is a Corporation, attach a certified copy of corporate resolutions of the Board of Directors of the Corporation authorizing an officer of the Corporation to execute the Agreement contained within this document on behalf of the Corporation.*

O. If Bidder is a Joint Venture

Joint Venturer Name: \_\_\_\_\_ (SEAL)

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

*(Signature of joint venture partner - attach evidence of authority to sign)*

Name *(typed or printed)*: \_\_\_\_\_

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

Name *(typed or printed)*: \_\_\_\_\_

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

Name *(typed or printed)*: \_\_\_\_\_

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

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

1.02 Bidders Particulars

Bidder's Business Address: \_\_\_\_\_

Phone No.:      (    ) \_\_\_\_\_ FAX No.: \_\_\_\_\_

Email: \_\_\_\_\_

Name(s) of Contractor: \_\_\_\_\_

\_\_\_\_\_

Job Site Field Representative(s): \_\_\_\_\_

---

---

BID SUBMITTED on \_\_\_\_\_, 201\_\_

Florida Contractor's License No.: \_\_\_\_\_

Contractor's License Class (where applicable): \_\_\_\_\_

**END OF SECTION**



**City of Treasure Island  
Bid Proposal Form (Competitive Bidding)**

---

**DATE:** \_\_\_\_\_  
(Date of Proposal)

**FROM:** \_\_\_\_\_  
(Name of Bidder's Company)  
\_\_\_\_\_  
(Mailing Address)  
\_\_\_\_\_  
(City, State, Zip)

**TO:** **City of Treasure Island**  
**ATTN:** **Public Works Department**  
**120 108<sup>th</sup> Avenue, Treasure Island, FL 33706**

The undersigned Bidder, having carefully examined the premises and conditions affecting the Work, the Instructions to Bidders, the Form of Agreement and Conditions of the Contract, and other Contract Documents for:

**CENTRAL BEACH TRAIL RENOVATIONS- ITB – 1617-23** **08/25/2017**  
\_\_\_\_\_, dated \_\_\_\_\_,

as prepared by:

**Master Consulting Engineers, Inc.**

\_\_\_\_\_ does hereby propose to furnish all labor, materials, equipment and services required for the proper execution and completion of the work described and called for in said Documents for the lump sum(s) as indicated herein below:

---

**BASE BID:**  
\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(State amount in words)

The Base Bid amount above includes an allowance for Owner's contingency in the amount of:

**Eighty Thousand Dollars (\$80,000.00)**

This proposal covers all expenses, including applicable license fees and all taxes levied in connection with the Work.

---

**UNIT PRICES**

Refer to Contract Documents for a complete description of items requiring unit pricing. The undersigned bidder agrees that, if awarded the Contract for the Work, this unit pricing shall be the basis for determining the cost of any proposed changes to the Work and for determining the amount of final payment.

Unit Price No. 1:	Amount per cubic yard of demolition of existing concrete slab walkway. (Add or Deduct)
	\$ _____/cubic yard

---

**ALTERNATES**

Refer to Contract Documents for a complete description of any alternate(s) that may be required. Indicate by checkmark whether the amount of the alternate is to be added to or deducted from the amount of the Base Bid for each of the following:

None

City of Treasure Island  
Bid Proposal Form (Competitive Bidding)

---

**ADDENDA**

Receipt of the following Addenda are hereby acknowledged as follows:

ADDENDUM NO. \_\_\_\_\_, dated \_\_\_\_\_.

ADDENDUM NO. \_\_\_\_\_, dated \_\_\_\_\_.

ADDENDUM NO. \_\_\_\_\_, dated \_\_\_\_\_.

ADDENDUM NO. \_\_\_\_\_, dated \_\_\_\_\_.

ADDENDUM NO. \_\_\_\_\_, dated \_\_\_\_\_.

---

**LIST OF SUBCONTRACTORS**

The undersigned Bidder hereby indicates their intent to either self-perform the work OR subcontract with each of the major subcontractors listed below.

TRADE	SELF- PERFORMED	SUBCONTRACTOR NAME/ADDRESS	LICENSE No.	S/W/MBE STATUS			
				S	W	M	N/A
Demolition	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		_____					
		_____					
Concrete Work	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		_____					
		_____					
Sealants	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		_____					
		_____					

---

**COMPLETION TIME AND LIQUIDATED DAMAGES**

Provided Owner issues a "Notice to Proceed" not later than **September 29, 2017**, the undersigned Bidder agrees to substantially complete the Work in accordance with the contract documents not later than **March 30, 2018**, and to complete any portions of the Work designated for earlier completion within the times established in the contract documents.

Bidder further agrees that the Work shall be fully completed and ready for final acceptance in accordance with the contract documents within **sixty (60)** calendar days, Sundays and Holidays included, such time to commence on the date of substantial completion or receipt of the punch list, whichever date occurs last.

Bidder acknowledges that if Bidder fails to satisfy all requirements for substantial completion of the Work or portions designated for earlier completion as described in the contract documents within the required time period, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, **two hundred** Dollars (\$200.00) for each calendar day thereafter until substantial completion of the work or portions designated for earlier completion is achieved. Should the awarded Bidder fail to satisfy all requirements for final acceptance of the Work as described in the contract documents within the required time period, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, one hundred dollars (\$100) for each calendar day thereafter until the final acceptance requirements are met.

---

**City of Treasure Island**  
**Bid Proposal Form (Competitive Bidding)**

---

**MISCELLANEOUS PROVISIONS**

The undersigned Bidder hereby acknowledges the provisions of Florida Statute 287.133 pertaining to public entity crimes, which states as follows:

*"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."*

Attached herewith is the Contractor's Qualification Statement as required by the Instructions to Bidders.

This proposal shall remain in force and effect for a period of **sixty (60)** calendar days from the time of opening of this Proposal. The Bidder will not revoke, cancel or withdraw this Proposal within the said sixty (60) calendar days.

In witness whereof, the Bidder, a \_\_\_\_\_,  
(Sole Proprietor, Corporation, Limited Liability Partnership, etc.)

licensed and incorporated in the State of \_\_\_\_\_, has hereunto set his or her signature and affixed his or her seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FOR: \_\_\_\_\_  
(Legal Name of Business)

ATTEST:

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Bidder's Business Name

By: \_\_\_\_\_  
Officer (or Principal)

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

AFFIX CORPORATE SEAL,  
if a corporation

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

\_\_\_\_\_  
Business City/ State/ Zip Code

\_\_\_\_\_  
Business Telephone Number

**END OF SECTION**

**SECTION 00330**

**FLORIDA TRENCH SAFETY ACT ACKNOWLEDGEMENT**

**PROJECT: City of Treasure Island Central Beach Trail Renovation – ITB 1617-23**

**BIDDER'S NAME:** \_\_\_\_\_

The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges and issues this sworn statement that included in the various items of the proposal in the Total Bid Price are costs for complying with Chapter 553 of the Florida Statutes, Florida Trench Safety Act. The bidder further identifies the costs to be summarized below:

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

**THIS IS NOT A PAY ITEM:** The purpose of this form is to gather information on the costs associated with trench safety measures and to insure that the Bidder has considered these costs and included them in the Total Estimated Bid Company will not receive additional payment if actual quantities differ from those estimated or if the Company uses a safety measure different than those listed.

The undersigned, in submitting this Bid, represents that he has reviewed and considered all available geotechnical information and made such other investigations and tests as he may deem necessary to adequately design the trench safety system he will utilize on this project.

The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the City and Project Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED  
NON-RESPONSIVE.

COMPANY NAME: \_\_\_\_\_

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

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

TITLE: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Personally Appeared before me, the undersigned authority \_\_\_\_\_, who, after first being sworn by me,  
affixed his /her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
NOTARY Public

My Commission expires: \_\_\_\_\_

END OF SECTION

**SECTION 410  
BID BOND**

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

---

BIDDER (*Name , Address, and Telephone Number*):

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

OWNER (*Name, Address and Telephone Number*):

City of Treasure Island (“City”)  
152 108<sup>th</sup> Avenue  
Treasure Island, FL 33706(727) 547-4575

BID

Bid Due Date:

Description (*Project Name— Include Location*):

**CENTRAL BEACH TRAIL RENOVATIONS – ITB 1617-23**

BOND

Bond Number:

Date:

Penal sum      **Ten Percent of Attached Bid**      **\$      10%**

(Words)

(Figures)

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

**BIDDER**

**SURETY**

(Seal)

(Seal)

Bidder’s Name and Corporate Seal

Surety’s Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

**IMPORTANT:** Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 610

PAYMENT BOND

CONTRACTOR *(name, address, and telephone number)*:

SURETY *(name, address of principal place of business, and telephone number)*:

OWNER *(name, address, and telephone number)*:

City of Treasure Island ("City")

152 108<sup>th</sup> Avenue

Treasure Island, FL 33706

(727) 547-4575

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*: **CENTRAL BEACH TRAIL RENOVATIONS – ITB – 1617 - 23**

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
*(seal)*

Contractor's Name and Corporate Seal

\_\_\_\_\_  
*(seal)*

Surety's Name and Corporate Seal

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

Signature

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

Signature *(attach power of attorney)*

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_

Signature

Attest: \_\_\_\_\_

Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Florida.

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Authority, or other party shall be considered plural where applicable.**



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page

on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and

8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

## SECTION 610

### PERFORMANCE BOND

CONTRACTOR (name, address, and telephone number):

SURETY (name, address of principal place of business, and telephone number):

OWNER (name, address, and telephone number):

City of Treasure Island ("City")

152 108<sup>th</sup> Avenue

Treasure Island, FL 33706

(727) 547-4575

#### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location): **CENTRAL BEACH TRAIL RENOVATIONS – ITB 1617-23**

#### BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

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

#### CONTRACTOR AS PRINCIPAL

#### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature (attach power of attorney)

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Florida.

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Authority, or other party shall be considered plural where applicable.**

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

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of

the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted

within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

## SECTION 00700

# CONTRACT AND GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

### ITB 1617-23 – Central Beach Trail Renovation

#### ARTICLE 1 – DEFINITIONS

**Allowance** - An amount included in the contract amount to be used exclusively for equipment, materials or some other purpose specified in the Contract Documents and whose use is under the control of the CITY.

**Application for Payment** - A formal written request for payment submitted by the CONTRACTOR to the Engineer for payment for work performed pursuant to this Contract.

**Bid** - A formal solicitation issued by the City of Treasure Island, identifying the scope, terms, conditions, and specifications of goods and services procured from private CONTRACTORS.

**Bid Documents** - The documents either provided or incorporated by reference defining and documenting the scope of services, conditions under which services are to be provided, conditions under which a CONTRACTOR will be selected and the work will be performed, and the technical specifications for the equipment, goods, or services being procured.

**Certificate for Payment** - An application for payment which has been signed by the Engineer, who certifies that the pay request is proper and all representations made by the CONTRACTOR are correct.

**Certificate of Substantial Completion** - A form signed by the Engineer certifying that the work, or a designated portion of the work, has been completed to such an extent that it may be occupied by the CITY for its intended purpose.

**Change Order** - A form documenting the CONTRACTOR and CITY's agreement to modify the work where the modification involves a change in Contract Amount, Contract Time, or the intent of the Contract Documents.

**CITY** – The City of Treasure Island, or the City of Treasure Island's authorized representatives.

**Claim** - A demand or assertion by one of the parties to the Contract for an adjustment or interpretation of contract terms, Contract amount, Contract time, or other relief with respect to the terms of the Contract. Claims may also include other disputes between the CITY and CONTRACTOR concerning the manner in which work is being performed.

**Construction Change Directive** - An order signed by the Engineer instructing the CONTRACTOR to change the Work.

**Construction Schedule** - An action plan summarizing how the CONTRACTOR proposes to complete the entire work in the Contract Documents within the established Contract Time. The Construction Schedule should identify key tasks and activities necessary to complete the project within the Contract Time.

**Contract/Agreement** - The agreement between the CITY and the CONTRACTOR as defined by the Contract Documents. This Contract represents the entire agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, or understandings, either written or oral.

**CONTRACTOR** - The person or entity identified in the Contract Documents as being responsible for performing the work under the Contract.

**Contract Amount** - The stipulated sum to which the CITY agrees to pay the CONTRACTOR for performing the work described in the Contract Documents, as modified by Change Order.

**Contract Documents** - Individual documents which collectively comprise the Contract between the CITY and CONTRACTOR, including 1) The Contract between the CITY and CONTRACTOR, 2) Bid Documents including the invitation to bid, instructions to bidders and CONTRACTOR bid package, 3) Drawings, Specifications, Plans, Project Manual contained in bid ITB 1617-21, 4) Addenda issued prior to execution of the Contract, 5) Other documents listed in the Contract, and 6) Modifications issued after execution of the Contract, including: 1) Written amendments to the Contract signed by both parties, 2) Construction Change Orders, and Construction Change Directives.

**Contract Time** - The period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the work. Contract Time is the time between the Date of Commencement identified in the Notice to Proceed issued by the CITY and the date established in the Contract for Substantial Completion.

**Date of Commencement** - The date specified in the Notice to Proceed issued by the CITY specifying when the CONTRACTOR may begin work on the Project.

**Day** - As referenced in this Contract “Day” includes all calendar days including weekends, holidays, and days of inclement weather. The word “Day” means a calendar day of 24 hours measured from midnight to the next midnight.

**Defective** - The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents; or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- c. has been damaged prior to Engineer’s recommendation of final payment.

**Drawings & Plans** - Graphic and pictorial portions of the Contract Documents, showing the design, location and dimensions of the work generally including plans, elevations, sections, details, schedules and diagrams.

**Engineer** - The design professional retained by the CITY responsible for designing the facilities to be constructed and/or the design professional responsible for providing contract administration during construction services and to assess whether construction services are provided in accordance with the Contract Documents.

**Final Acceptance** - The CITY's final acceptance of the work performed by the CONTRACTOR as recognized by making final and complete payment for all Work intended by the Contract Documents.

**Furnish, Install, Perform, Provide** - 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 Project Site (or some other specified location) ready for use or installation and in usable or operable condition. 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. 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. If the Contract Documents establish an obligation of CONTRACTOR with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish", "install", "perform", or "provide", then CONTRACTOR shall furnish and install said services, materials, or equipment complete and ready for intended use.

**Liens** – Charges, security interest or encumbrances upon Contract related funds, real property, or personal property.

**Lump Sum** - The Contractor under the Lump Sum Contract is responsible for completing the project within the agreed fixed cost set forth in the contract.

**Non-Substantial Deviation** - A change in the work or deviation from the plans, specifications, or other Contract Documents which does not change the Contract Amount, Contract Time, or the intent of the Contract Documents.

**Notice of Claim** - A memorandum or letter presented to the Engineer detailing a Claim for additional compensation. The memorandum or letter must be labeled "Notice of Claim" and specifically identify the conditions giving rise to the Claim and the amount of additional compensation being requested.

**Notice to Proceed** - A letter issued by the CITY officially communicating the date when the CONTRACTOR may begin work on the Project or a designated portion of the Project.



**Principal Portion of the Work** - Work or equipment provided by a Subcontractor with which the CONTRACTOR has a direct Contract; and Subcontractors or other material or equipment providers as designated by the Engineer or Project Manager.

**Project** - All physical improvements planned for a defined site. Work performed under the Contract Documents may comprise the whole work, or part of the work planned for the Project Site.

**Product Data** - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the CONTRACTOR to illustrate materials or equipment for some portion of the work.

**Project Manual** - A volume or volumes usually assembled to describe with work that may include bidding requirements, sample forms, the Contract, and specifications.

**Project Manager** - The CITY's authorized agent for communication with the Engineer and CONTRACTOR and making decisions on the CITY's behalf as provided in the Contract Documents.

**Project Site** - The physical location identified in the Contract Documents where work is to be accomplished.

**Samples** - Physical examples that illustrate the materials, equipment, workmanship, or application methods by which the work will be judged.

**Schedule of Values** - The amount of money and percentage of the Contract Amount attributable to various components or portions of the work, where prepared in such a form and supported by such data to substantiate its accuracy.

**Shop Drawings** - Drawings, diagrams, schedules and other data specially prepared for the work by the CONTRACTOR or Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the work in general detail than is provided in the plans or specifications.

**Specifications** - That portion of the Contract Documents comprising written standards and requirements for materials, equipment, construction systems, and workmanship for the work, and performance of related systems.

**Subcontractor** - A person or entity that has a direct Contract with the CONTRACTOR to perform a portion of the work.

**Submittal** – Shop drawings, material data, samples and product data required by the Engineer of Record for approval.

**Substantial Completion** - The stage of construction where the work or designated portion thereof is sufficiently complete so that the CITY can occupy or use the work for its intended purpose.

**Substantial Completion of a Designated Portion** - Declaration by the CITY that a designated portion of the work has been completed.

**Substantial Deviation** - A change in the work that deviates from the intent of the Contract Documents, Contract Amount, or Contract Time.

**Superintendent** - The CONTRACTOR's authorized representative on the Project Site.

**Supplier** - A person or entity who provides equipment, material, or other resources required by the CONTRACTOR or Subcontractors to perform the Work.

**Work** - The construction and services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by the CONTRACTOR in fulfillment of obligations under the Contract. The work may constitute the whole Project or part of the Project.

**Unit Price Work** – Work to be paid on the bases of unit prices.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### **1. Delivery of Documents**

When the CONTRACTOR delivers the signed Contract to the CITY, the CONTRACTOR shall also deliver to the CITY such bonds and insurance policies, certificates or other documents as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.

### **2. Copies of Documents**

The CITY shall furnish to the CONTRACTOR three copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents including one fully executed counterpart of the Contract, and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

### **3. Commencement of Contract Times; Notice to Proceed**

The Commencement Date shall be established by the CITY and communicated to the CONTRACTOR in a Notice to Proceed (NTP) sent by registered mail to the CONTRACTOR's place of business not later than 30 calendar days following execution of the Contract, or receipt of proper permits from regulatory agencies having jurisdiction over the project, whichever is later.

### **4. Starting the Project**

The CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

### **5. Before Starting Construction**

#### **a. Preliminary Schedules**

Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), CONTRACTOR shall submit to Engineer for timely review:

- i. a preliminary Construction Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any milestones specified in the Contract and identifying the times/dates of required submittals and time requirements for Engineer's review of the submittals and the performance of related construction activities; and
- ii. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Amount 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.
- iii. As provided for in Article 8, the Schedule of Values shall be reviewed by the Engineer and approved by the CITY, and shall be used as the basis for reviewing the CONTRACTOR's Applications for Payment. The Schedule of Values shall include a cost breakdown indexed per the Sections of the Specifications, which shall clearly set forth labor as distinct from materials and from equipment.

6. Preconstruction Conference

Before any Work at the Project Site is started, a conference attended by the CITY, 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 5, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

At this conference the CITY 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 and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

7. Finalizing Schedules

At least ten days before submission of the first Application for Payment a conference attended by the CONTRACTOR, CITY, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with the Contract. The finalized progress schedule will be acceptable to the CITY as providing an orderly progression of the Work to completion within the Contract Time, but acceptance will neither impose on the CITY responsibility for the progress or scheduling of the Work nor relieve the CONTRACTOR from full responsibility therefor. The finalized schedule of values will be acceptable to the CITY as to form and substance.

## **ARTICLE 3 - CONTRACT DOCUMENTS**

1. Intent of Contract Documents

Execution of the Contract by the CONTRACTOR is a representation that the CONTRACTOR has become familiar with the Contract Documents and field conditions under which the Work is to be performed within the requirements of Work specified by the Contract Documents, all of which are incorporated herein by reference.

It is the intent of the Contract to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract. CONTRACTOR shall be responsible for the construction and coordination of the parts of the Project, and all systems provided shall be completely compatible and fully functional without additional cost to the CITY.

Unless otherwise stated in the Contract, if there is a discrepancy between the electronic or digital versions of the Contract (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

Engineer will issue clarifications and interpretations of the Contract as provided herein.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and they shall be read and enforced as though they were included herein, and if through mistake or otherwise, any such provision is not included, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.

## 2. Reuse of Documents

Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the CITY shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of CITY and Engineer and specific written verification or adaptation by Engineer; or have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without CITY's express written consent, or violate any copyrights pertaining to such Contract Documents.

The prohibitions of this Paragraph 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. References and Manuals

Reference in the Contract Documents to standard specification manuals, reference standards, or codes of any technical society, organization, or association, to the laws or regulations, whether such reference be specified or by implication, shall mean the standard specification, manual, reference standards, codes, law, or regulation in effect at the time of the opening of bids or on the effective date of the Contract, except as may be otherwise specifically stated in the Contract Documents.

No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of CITY, CONTRACTOR, or Engineer, or any of their Subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to CITY, 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 part of the Contract Documents prepared by the Engineer.

#### **ARTICLE 4 - SCOPE OF WORK**

The CONTRACTOR shall execute the entire Work described in the Contract Documents.

#### **ARTICLE 5 - SUBSTANTIAL COMPLETION DATE AND DELAYS**

The CONTRACTOR shall commence work within 15 days from the date of Notice to Proceed. The CONTRACTOR shall achieve Substantial Completion of Work not later than 180 consecutive calendar days after the date specified by the Notice to Proceed, subject to adjustments of the Contract Time as provided in the Contract Documents. The CONTRACTOR shall achieve Final Completion of the Work not later than 60 days after reaching Substantial Completion.

Time limits herein stated in the Contract Documents are of the essence of the Contract. By executing the Contract the CONTRACTOR confirms that the Contract Time is a reasonable period for performing the Work.

CONTRACTOR shall carry on the Work and adhere to the Construction Schedule during all disputes or disagreements with CITY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as may be permitted herein, or as CITY and CONTRACTOR may otherwise agree to in writing.

If CONTRACTOR's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of CITY, CONTRACTOR, and those for which they are responsible, then CONTRACTOR may be entitled to an equitable adjustment in Contract Times. 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. Such an adjustment shall be CONTRACTOR's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include, but are not limited to, the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. Abnormal weather conditions;

3. Acts or failures to act of utility; and
4. Acts of war or terrorism.

No delay shall entitle the CONTRACTOR to an increase of the Contract Amount except where the CITY or Engineer acted in bad faith to prevent the progress of Work. The CONTRACTOR acknowledges that in agreeing to the Contract Amount, it has assessed the potential impact of the limitations of this section on its ability to recover additional compensation in connection with a Work delay or interference and the CONTRACTOR agrees that the limitations will apply, regardless of the accuracy of the CONTRACTOR's assessment or actual costs incurred by the CONTRACTOR in connection with any such delays or interference.

## **ARTICLE 6 - CONTRACT AMOUNT**

The CITY shall pay the CONTRACTOR the sum of \$\_\_\_\_\_, subject to additions and deductions as provided in the Contract Documents for all Work described in Article 4.

## **ARTICLE 7 - LIQUIDATED DAMAGES/SPECIAL DAMAGES**

### **1. Liquidated Damages.**

The CONTRACTOR and CITY mutually agree that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the CONTRACTOR and CITY, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing. CONTRACTOR and CITY recognize that time is of the essence.

If the said CONTRACTOR shall neglect, fail or refuse to complete the work within the time specified, or any proper extension thereof granted in accordance with this Contract, then the CONTRACTOR does hereby agree, as a part of consideration for the award of this contract, to pay the CITY the amount of \$200 for each calendar day beyond the Substantial Completion date, not as a penalty, but as liquidated damages for such breach of Contract. Furthermore, the CONTRACTOR agrees to pay the CITY the amount of \$100 for each calendar day the Work remains incomplete after the date established for Final Completion.

The said amount is fixed and agreed upon by and between the CONTRACTOR and CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount is agreed to be the amount of damages which the CITY would sustain. However said liquidated damages shall not be construed to limit the CITY's damages for any claim for CONTRACTOR's negligence, defective performance or their other breach of this contract. Also, failure to meet requirements for substantial or final completion shall subject the CONTRACTOR to reinspection fees as set forth in Article 9, (c)(18), Testing and Inspections.

Both Liquidated Damages and Reinspection Fees shall be implemented using a Deductive Change Order or Construction Change Directive.

2. Special Damages.

In addition to the amount provided for liquidated damages, CONTRACTOR shall reimburse CITY: (1) for any fines or penalties imposed on CITY as a direct result of the CONTRACTOR's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by CITY for engineering, construction observation, inspection, and administrative services needed after the time for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

After CONTRACTOR achieves Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, CONTRACTOR shall reimburse CITY for the actual costs reasonably incurred by CITY for engineering, construction observation, inspection, and administrative services needed after the time specified for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

## **ARTICLE 8 - PAYMENTS**

1. Progress Payments

The Schedule of Values will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Engineer. Any progress payments on account of Unit Price Work will be based on the number of units completed.

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payments issued by the Engineer, the CITY shall make progress payments on account of the Contract Amount to the CONTRACTOR as provided below and elsewhere in the Contract Documents.

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

Provided an Application for Payment is received by the Engineer not later than the 15<sup>th</sup> day of the month, the CITY shall make payment to the CONTRACTOR not later than the last day of the month. If a valid Application for Payment is received by the Engineer after the Application date fixed above, payment shall be made 30 days after the Engineer received the Application for Payment.

Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

Take that portion of the Contract Amount properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Amount allocated to that portion of the Work in the Schedule of Values.

Subtract the aggregate of previous payments made by the CITY.

The progress payment shall be further modified under the following circumstances:

Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to 90% of the Contract Amount less such amounts as the Engineer and CITY shall be determined for incomplete Work and unsettled claims.

Please note that some portion of the Contract Amount may be paid from the proceeds of a grant, loan or revenue bonds (hereinafter "funding") obtained by the CITY for this Work and the funding documents may impose certain conditions, limitations, procedures and restrictions. The CONTRACTOR shall coordinate with the CITY and the Engineer in order to comply with the conditions, limitations, procedures and restrictions that related to the delivery of materials, the Work, applications for payment and other matters concerning the administration of the Contract.

## 2. Final Inspection and Payment

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

### Final Payment.

Final payment, comprising the entire unpaid balance of the Contract Amount, shall be made by the CITY to the CONTRACTOR when the Contract has been fully performed and accepted by the CITY. Furthermore, payment shall be made within 30 days of the CITY receiving a final Certificate of Payment from the Engineer. CONTRACTOR's acceptance of final payment from the CITY shall constitute a full waiver and release by CONTRACTOR of all claims against the CITY arising out of or related to the Project.

## 3. CONTRACTOR Applications for Payment

By the 15<sup>th</sup> of each month the CONTRACTOR shall submit to the CITY's Engineer of Record an itemized Application for Payment in accordance with the Schedule of Values. Such application shall be supported by data substantiating the CONTRACTOR's right to payment as the CITY or Engineer may require. Payment shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent



incorporation into work. If approved in writing by the CITY, payment may similarly be made for materials and equipment suitably stored off the site.

Applications for Payment not include:

- Payments on account of changes in the Work which have not been approved by the CITY in a Change Order; and
- Payment of amounts the CONTRACTOR does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

The Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting the CITY has received the materials and equipment free and clear of all Liens (in the form of a waiver and release as contemplated in Chapter 713 of the Florida Statutes), and evidence that the materials and equipment are covered by appropriate property insurance, warehouse bond, or other arrangements to protect the CITY's interest therein, all of which must be satisfactory to the CITY.

CONTRACTOR shall furnish evidence that payment received on the basis of materials and equipment not incorporated and suitably stored on Project Site has in fact been paid to the respective supplier(s) in the form of a waiver and release as contemplated by Chapter 713 of the Florida Statutes within 30 days of payment by the CITY. Failure to provide such evidence of payment may result in the withdrawal of previous approval(s) and removal of the cost of related materials and equipment from the next submitted Application for Payment.

4. Certification of Payment Requests

Within seven (7) days after receipt of a CONTRACTOR's Application for Payment, the Engineer, in consultation with the CITY, will issue a Certificate for Payment for an amount the Engineer and CITY determines is due, or notify the CONTRACTOR in writing of the reasons for withholding certification. A Certificate of Payment shall not constitute acceptance of Work not in accordance with the Contract Documents.

5. Criteria for Withholding a Certificate for Payment

The Engineer or CITY may withhold a Certificate for Payment in whole or in part if in the CITY's opinion, the CONTRACTOR representations to the CITY are not supported. If the CONTRACTOR and the CITY cannot agree on a revised amount, the CITY will promptly issue a Certificate of Payment for the amount to which the CITY are able to certify payment. Certification may be withheld for these reasons:

- Defective Work not corrected;
- Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;
- Damages owed to the CITY or others;
- Evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or estimated Liquidated Damages;

- Persistent failure to carry out the Work in accordance with the Contract Documents;
- CONTRACTOR failed to provide and maintain required bond or insurance;
- CONTRACTOR has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Project Site;
- CITY has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
- An event that would constitute a default by CONTRACTOR and therefore justify a termination for cause has occurred; or
- Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific bond satisfactory to CITY to secure the satisfaction and discharge of such Liens.

When reasons for withholding certification are corrected, the Engineer and CITY will certify amounts previously withheld.

6. CONTRACTOR's Warranty of Title

CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to CITY free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than the time of payment by the CITY.

No material or supplies for Work shall be purchased by CONTRACTOR or Subcontractor subject to any title mortgage or under any conditional sale contract or any other agreement by which an interest is retained by the Seller. CONTRACTOR warrants that CONTRACTOR has good title to all materials and supplies used by CONTRACTOR in the Work, free from all liens, claims, or encumbrances.

CONTRACTOR shall defend, indemnify, and save CITY and Engineer harmless from all claims (including but not limited to expert fees, and attorneys' fees and costs) growing out of the lawful demand of the Subcontractors, Suppliers, laborers, workman, mechanics, material men and furnishers and machinery and parts thereof, equipment, power tools, and all supplies incurred in the furtherance of the performance of this Contract. CONTRACTOR shall, at CITY's request, furnish satisfactory evidence that all applications of the nature here and above designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then CITY may, after having served written notice on said CONTRACTOR, either pay unpaid bills in which CITY has written notice direct, or withhold from CONTRACTOR's unpaid compensation a sum of money deemed reasonable sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the CITY to either CONTRACTOR or CONTRACTOR Surety. In paying any unpaid bills of the CONTRACTOR, CITY shall be deemed the agent of the CONTRACTOR and any payment so made by the CITY shall be considered a payment made under the Contract by

CITY to CONTRACTOR and CITY shall not be liable to CONTRACTOR for any such payment made in good faith.

7. Substantial Completion of a Designated Portion

The CITY may release a designated portion of the Work under this Contract upon the issuance of a Certificate of Substantial Completion for the Designated Portion. Subsequent to said release, the CITY may make payment to the CONTRACTOR up to the pro-rated amount of the Contract Amount that is allocable to the value of the Designated Portion of the Work under the Contract. Payment under this provision may be made in full with no retainage, or a lesser retainage, at the sole discretion of the CITY.

Further, the parties agree that in the event the CITY releases a Designated Portion of the Work, whether or not retainage is released for the Designated Portion of the Work, the CONTRACTOR agrees that all insurance required by the Contract Documents will remain in full force and effect until final acceptance of the entire Work by the CITY.

8. Substantial Completion

When the CONTRACTOR considers that the Work or a portion thereof, which the CITY agrees to accept separately, is Substantially Complete, the CONTRACTOR shall prepare and submit to the Engineer a comprehensive list of items to be completed and corrected. The CONTRACTOR shall proceed promptly to complete and correct items on the list. Failure to include an item on the list does not relieve the CONTRACTOR of the responsibility to complete all Work in accordance with the Contract Documents.

Upon receipt of the CONTRACTOR's list, the Engineer will make an inspection, and with the approval of the CITY, determine whether the Work, or designated portion thereof, is Substantially Complete. If the Engineer's inspection discloses any item, whether or not included on the CONTRACTOR's list, which is not in accordance with the requirements of the Contract Documents, the CONTRACTOR shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Engineer.

The CONTRACTOR may request additional inspections by the Engineer as may be reasonable to determine when Substantial Completion has been achieved. When the Work or designated portion thereof, is Substantially Complete, the Engineer will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and shall establish responsibilities of the CITY and CONTRACTOR for:

- Security;
- Maintenance;
- Water, sewer, electric and other utilities;
- Damages to the Work; and
- Insurance Responsibilities

The Certificate shall also establish the time within which the CONTRACTOR shall finish all items on the list of incomplete Work or corrections otherwise necessary to meet the requirements of the Contract Documents.

Warranties required by the Contract Documents shall commence on the date of Substantial Completion, or designated portion thereof, unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the CITY and CONTRACTOR for their written acceptance of responsibilities assigned to each.

Upon Substantial Completion of the Work, or designated portion thereof, and upon application by the CONTRACTOR, certification by the Engineer, and approval by the CITY, the CITY shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

9. Final Acceptance and Payment

Upon receipt of written notice that the Work is ready for Final Inspection and upon receipt of a Final Application for Payment, the Engineer shall promptly inspect the Work. When the Engineer and CITY find the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer shall issue a Certificate for Final Payment.

Neither final payment or any remaining retainage shall become due until the CONTRACTOR submits to the Engineer all information required in the Contract Documents, including, but not limited to, warranties, as-built plans, and operation and maintenance manuals.

Furthermore, neither final payment nor any remaining retainage, shall become due until the CONTRACTOR executes and presents to the CITY a "Certificate of Claims Paid" and "Release of all Claims" form in such a form as may be acceptable to the CITY. Acceptance of final payment by the CONTRACTOR shall comprise a release of all claims under the Contract, and receipt of which acknowledges full and complete payment for all Work done, materials and equipment furnished, and damages or claims arising under this Contract.

Application for Final Payment:

- (a) After CONTRACTOR has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Article 10,(c)(10)), and other documents, CONTRACTOR may make application for final payment.
- (b) The final Application for Payment shall be accompanied (except as previously delivered) by:
  - i. All documentation called for in the Contract Documents;
  - ii. Consent of the surety, if any, to final payment;

- iii. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to CITY free and clear of any liens or other title defects, or will so pass upon final payment;
  - iv. A list of all disputes that CONTRACTOR believes are unsettled; and
  - v. Complete and legally effective releases or waivers (satisfactory to CITY) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- (c) CONTRACTOR must 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 CITY might in any way be responsible, or which might in any way result in liens or other burdens on CITY's property, have been paid or otherwise satisfied. If any Subcontractors or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to CITY to indemnify CITY against any lien, the CITY at its option may issue joint checks payable to CONTRACTOR and specified Subcontractors and Suppliers.

10. Corrective Period

If within one year from the date of final 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 that is found to be defective, or if the repair of any damages to the Project Site, adjacent areas that CONTRACTOR has arranged to use through construction easements or otherwise, and other adjacent areas used by CONTRACTOR as permitted by laws and regulations, is found to be defective, then CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY's written instructions:

- (a) Correct the defective repairs to the Project Site or such other adjacent areas;
- (b) Correct the defective Work;
- (c) If the defective Work has been rejected by the CITY, remove it from the Project and replace it with Work that is not defective; and
- (d) Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

If CONTRACTOR does not promptly comply with the terms of CITY's written instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective Work corrected or repaired or may have the rejected Work removed or replaced. 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 repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the corrective 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.

CONTRACTOR's obligations under this paragraph are in addition to all other obligations and warranties. The provision of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 9 - TERMINATION OR SUSPENSION OF THE CONTRACT**

### **1. CITY May Suspend Work**

At any time and without cause the CITY may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to CONTRACTOR and Engineer. Such notice will state Work is suspended and will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be entitled to an adjustment in the Contract Amount for an extension of the Contract Time, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### **2. Termination by the CONTRACTOR**

The CONTRACTOR may terminate the Contract if the Work is stopped for a period of 90 days or longer only for the following reasons:

- Issuance of a Stop Work Order by a court or regulatory agency having jurisdiction over the project; or
- An act of government making materials or labor unavailable.

If any one of the reasons stated above exists, the CONTRACTOR shall be compensated as provided in this Contract only for Work executed in accordance with the Contract Documents.

### **3. Termination by CITY For Cause**

The occurrence of any one or more of the following will constitute a default by CONTRACTOR and justify the CITY's termination for cause:

- CONTRACTOR's refusal or failure to supply properly skilled workers or materials;
- CONTRACTOR's disregard of the laws, ordinances, or regulations of public authorities having jurisdiction over the Work;
- CONTRACTOR substantially breaching provisions of the Contract Documents;
- CONTRACTOR's repeated disregard of the authority of the CITY or Engineer;
- CONTRACTOR becomes insolvent such that CONTRACTOR is unable to meet its debts as they mature, unable to pay its debts generally, or institutes or has instituted against it under any law relating to bankruptcy, insolvency, or reorganization or relief of debtor, a proceeding which seeks the adjustment

protection or composition of CONTRACTOR or its debts or an Order providing for appointment of a receiver, trustee, or other similar official for Subcontractor part of its property;

- CONTRACTOR fails to comply with the public records requirements of this Contract; or
- If the CONTRACTOR abandons the Work or sublets this Contract or any portion thereof, without the previous written consent of the CITY, or if the Contract or any claim thereunder shall be assigned by the CONTRACTOR otherwise than as herein specified.

If any such conditions exist, the CITY may, without prejudice of any other rights or remedies of the CITY, after having given the CONTRACTOR and the CONTRACTOR's surety seven days written notice, terminate the Contract and, subject to any prior rights or the surety:

- Enforce its rights under any applicable performance bond;
- Take possession of the Work.
- Incorporate in the Work all materials, equipment, tools, and machinery stored at the Project Site or for which the CITY has paid CONTRACTOR but which are stored elsewhere;
- Accept assignment of Subcontracts; and
- Finish the Work by whatever means are available to the CITY.

Should the Work be terminated according to this section the CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Amount exceeds the costs of finishing the work, such excess shall be used to pay the CONTRACTOR amounts due for materials and equipment stored on site and Work completed in accordance with the Contract Documents which has been certified by the Engineer and accepted by the CITY. If such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to the CITY, which obligation for payment shall survive the termination of the Contract.

The costs of finishing the Work include, without limitation, all reasonable attorney's fees, additional title costs, insurance, additional interest because of delay in completing the Work, and all other direct, indirect, and consequential costs incurred by the CITY by reason of the termination of the CONTRACTOR as stated herein. The CITY shall be entitled to hold all amounts due the CONTRACTOR at the date of termination until all of the CITY's costs have been established, and to apply such amounts to such costs.

Where CONTRACTOR's services have been so terminated by CITY, the termination will not affect any rights or remedies of CITY against CONTRACTOR then existing or which may thereafter accrue, or any rights or remedies of CITY against CONTRACTOR or any surety under any payment bond or performance bond. Any retention or payment of money due CONTRACTOR by CITY will not release CONTRACTOR from liability.

Additionally, in the event that the CITY budgeted funds are not available for a new fiscal period, the CITY shall notify the CONTRACTOR of such occurrence and the Contract shall terminate on the last day of the current fiscal period without penalty or expense to the CITY.

Should the CITY's termination of the CONTRACTOR for Cause be challenged, and should such challenge prevail, then the CITY's termination of the CONTRACTOR shall be deemed to have been a termination for Convenience.

4. Termination by the CITY for Convenience

The CITY may, without cause, order the CONTRACTOR in writing to delay or terminate the Work in whole or in part for such period of time the CITY may determine.

In the event of termination for convenience by the CITY, the CONTRACTOR shall only be entitled to and paid compensation earned through the date of termination and Termination Expenses. Termination Expenses are those directly attributable to termination (such as demobilization costs). CONTRACTOR shall not be entitled to direct, indirect, or consequential damages, or other damages for loss from and including, but not limited to economic loss, loss of anticipated profits, idle equipment expenses, interest or carrying costs, overhead expenses, loss of efficiency, or loss of productivity.

## **ARTICLE 10 - EXECUTION OF THE PROJECT**

### **A. OBLIGATIONS OF THE ENGINEER**

1. Engineer as CITY's Representative

The Engineer will provide project management services as described in the Contract Documents, and will serve as the CITY's representative during construction, and until final payment is certified. The Engineer will consult with and advise the CITY. The Engineer will have the authority to act on behalf of the CITY only to the extent as provided in the Contract documents.

The Engineer specifically assumes no duty or responsibility which may be construed as being for the benefit of and thereby enforceable by other parties providing labor, materials or services in connection with the Work such as, though not limited to, CONTRACTOR, Subcontractor, Sub-subcontractors, their agents, employees, or any of their bonding companies, it being understood that the Engineer's obligations are to the CITY, and in performing such obligations the Engineer may consequently alter the burdens and expense of such other parties. CONTRACTOR is not entitled to additional costs associated with the Engineer's performance of his/her duties unless otherwise provide herein. The CITY and CONTRACTOR shall communicate through the Engineer, communications by and with the Engineer and Engineer's consultants shall be through the Engineer. Communications by and with Subcontractors and Suppliers shall be through the CONTRACTOR. Communication by and with other CONTRACTORs working on the site which are not parties to this Contract shall be through the CITY.



2. Monitoring Progress, Quality and Compliance with Contract Requirements

The Engineer will perform site inspections at various and critical stages of construction to become generally familiar with progress and quality of completed Work to determine if, in general, the Work is performed in accordance with the Contract Documents. The Engineer will have authority to reject work that does not comply with the Contract Documents. Wherever considered necessary, the Engineer may require additional inspection or testing of the Work whether the Work is fabricated, installed or completed.

The Engineer will not have control over or change of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the CONTRACTOR's responsibility. The Engineer will not be responsible for the CONTRACTOR's failure to carry out the Work, since these are solely the CONTRACTOR's responsibility. The Engineer will not be responsible for the CONTRACTOR's failure to carry out the Work in accordance with the Contract Documents. The Engineer will not have control over, or charge of, and will not be responsible for, acts or omissions of the CONTRACTOR, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

Actions of the Engineer undertaken while providing administration of the Contract shall not be construed as either supervision or coordination, since these are solely the CONTRACTOR's responsibility.

3. Review and Approval of CONTRACTOR's Submittals

The Engineer will review and approve the CONTRACTOR's Submittals, such as Shop Drawings and product Samples, for the limited purpose of checking for compliance with the Contract Documents. The Engineer's review does not relieve the CONTRACTOR of his obligations under the Contract to comply with the plans and specifications.

The Engineer's approval of a submittal which contains a deviation which has not been specifically called to the Engineer's attention excludes approval of that deviation and shall not serve as a waiver of the rights of the Engineer or CITY unless the Engineer makes specific written acceptance of said deviation on the Engineer's letterhead or the CITY makes specific written acceptance of said deviation on the CITY's letterhead.

Engineer has the authority to reject work.

4. Interpret Plans

The Engineer will provide interpretations of the plans and Specifications for compliance with the Contract Documents. The Engineer's response to interpretation requests shall be made with reasonable promptness, or a maximum of 15 calendar days from the date of written request.

Interpretations of the Engineer will be consistent with the intent of the Contract Documents and will be documented in writing or in the form of plans and drawings.

The Engineer may, as the Engineer deems desirable, issue additional drawings or information indicating in greater detail the construction or design of the various parts of the Work; such drawings or information may be affected by field order or other notice to the CONTRACTOR, and provided such drawings or information may be affected by field order or other notice to the CONTRACTOR, and provided such drawings or information are reasonable consistent with the previously existing Contract Documents, the Work shall be executed in accordance with such additional drawings or information without additional cost or extension of the Contract Time. If the CONTRACTOR claims additional cost or time on account of such additional drawings or information, the CONTRACTOR shall give the notice provided in Article 13.

5. Approving Non-Substantial Deviations

The Engineer will have the authority to order minor changes in the Work not involving adjustments of Contract Amount or Contract Time, and which is not inconsistent with the intent of the Contract Documents. Such changes shall be implemented by issuing a Construction Change Directive that shall be immediately binding on the CONTRACTOR upon receipt.

6. Certifying Applications for Payment

Based on the Engineer's observations and evaluations of the CONTRACTOR's Applications for Payment, the Engineer will review amounts due the CONTRACTOR and will, upon approval by the CITY, issue Certificates for Payments.

7. Preparing Change Orders

The Engineer will prepare Change Orders for approval by the CITY.

8. Substantial Completion and Acceptance Reviews

The Engineer will conduct inspections, and if the CITY and Engineer find Work substantially complete, establish the date or dates of Substantial Completion and the date of Final Completion. The Engineer will receive and forward to the CITY for the CITY's review, project records, written documents required by the Contract and assembled by the CONTRACTOR. The Engineer will issue a Final Certificate for Payment upon compliance with requirements of the Contract Documents and acceptance by the CITY.

## **B. OBLIGATIONS OF THE CITY**

1. Project Manager

The CITY will designate a Project Manager, through which the CITY will communicate with the Engineer and CONTRACTOR.

2. Information Provided by CITY

The CITY shall furnish surveys describing physical characteristics of the site, and utility locations, except those utilities that are not owned by the CITY.

Information or services under the CITY's control shall be promptly supplied to the CONTRACTOR in order to promote orderly progress of the Work. Such information and

services will be provided to the CONTRACTOR free, unless otherwise provided in the Contract Documents.

The CITY will furnish the CONTRACTOR, free of charge, a maximum of ten sets of Construction Documents.

3. Permits

Unless otherwise provided in the Contract Documents, the CITY shall secure and pay for any and all Permits necessary to construct the facilities described by the Contract Documents.

4. CITY's Right to Stop Work

If the CONTRACTOR fails to correct Work that is not in accordance with requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the CITY may order the CONTRACTOR to stop work or any portion thereof until the cause of such order has been eliminated. Such an order must be in writing. CONTRACTOR is not entitled to a change in Contract Amount or Contract Time related to a Stop Work Order.

5. CITY's Right to Carry Out Work

If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents, after giving seven (7) days written notice, the CITY may without prejudice to other remedies, correct such deficiencies. In such a case, a Change Order shall be issued deducting from the Contract Amount the cost of correcting such deficiencies, including additional design and administrative costs as may be necessary by default, neglect, or failure.

6. Interpretation of Contract Documents and Performance

In all matters concerning performance under this Contract and requirements of the Contract Documents, the CITY's interpretation will prevail.

7. Approving Substantial Deviations

The CITY's written approval is required for all changes in the Work involving:

- Adjustments to the Contract Amount;
- Contract Time; or
- Work that is inconsistent with the intent of the Contract Documents.

A Change Order signed by the CONTRACTOR, Engineer, and the CITY shall effect such changes.

8. Replacement of Engineer

The CITY may at its discretion appoint an engineer to replace the Engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9. Limitations on CITY's Responsibilities

The CITY 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. The CITY will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

**C. OBLIGATIONS OF THE CONTRACTOR**

1. Superintendent

The CONTRACTOR shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The Superintendent shall represent the CONTRACTOR, and communications given to the Superintendent shall be as binding as if given to the CONTRACTOR.

2. Review of Contract Documents

The CONTRACTOR shall carefully review Contract Documents and information provided by the CITY, and shall at once report to the Engineer any errors, omissions, or inconsistencies discovered.

If the CONTRACTOR performs any construction activities with knowledge of an error, omission or inconsistencies in the Contract Documents without such notice to the Engineer, the CONTRACTOR shall assume responsibility for such performance.

3. Review of Field conditions

The CONTRACTOR shall take field measurements and verify field conditions and carefully compare such with the Contract Documents before commencing the Work. Errors, omissions or inconsistencies discovered shall be reported to the Engineer at once.

4. Supervision and Construction Procedures

The CONTRACTOR shall perform the Work in accordance with the Contract Documents and Submittals approved by the Engineer.

The CONTRACTOR shall supervise and direct the Work, using the CONTRACTOR's best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures; and for coordinating all portions of the Work, unless otherwise specified in the Contract Documents.

The CONTRACTOR shall be responsible to the CITY for acts and omissions of the CONTRACTOR's employees, Subcontractors, Suppliers, and their agents and employees, and other persons performing portions for the Work under a contract with the CONTRACTOR or his Subcontractors.

The CONTRACTOR shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer, or the CITY's Project Manager, in administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the CONTRACTOR.

5. Inspection of Work

The CONTRACTOR shall be responsible for inspection of portions of the Work already performed under this Contract to determine if such portions are in proper condition to receive subsequent Work.

6. Labor and Materials

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 Project Site.

Except as otherwise required for the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Project Site shall be performed during regular working hours, Monday through Friday. CONTRACTOR will not perform Work on a Saturday or Sunday, or any legal holiday. CONTRACTOR may perform Work outside regular working hours or on Saturdays, Sundays or legal holidays only with the CITY's written consent.

(a) Regular working hours will be 8:00 AM to 5:00 PM.

(b) CITY's legal holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day.

CONTRACTOR shall be responsible for the cost of any overtime pay or other expense incurred by the CITY for Engineer's or CITY's Project Services, and construction observation services, occasioned by the performance of Work on Saturday, Sunday or any legal holiday, or as overtime on any regular work day. If CONTRACTOR is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then CITY may impose a reasonable set-off against payments due under Article 8. Overtime costs for personnel employed by the Engineer or CITY's consultant shall be calculated in accordance with the terms of their respective contracts with the CITY.

Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for labor, materials, equipment, tools, water, electric, other utilities, transportation, taxes and other facilities and services necessary for proper execution and completion of the Work. It is the CONTRACTOR's responsibility to provide these resources whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

All materials and equipment incorporated into the Work 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 the CITY. If required by the CITY or Engineer, CONTRACTOR shall furnish satisfactory evidence

(including reports of required tests) as to the source, kind, and quality of materials and equipment. The use of asbestos or asbestos-based fiber materials is prohibited in this Project.

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.

The CONTRACTOR shall enforce strict discipline and good order among the CONTRACTOR's employees and other persons carrying out the Contract. The CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

7. Warranty

The CONTRACTOR warrants to the CITY that materials, equipment, and skilled labor will be provided in accordance with the Contract Documents, and that the Work, including all work and products provided by CONTRACTOR's Subcontractors, will be free from all defects for a period of one year from final acceptance. Work not conforming to all Contract Document requirements, including substitutions not properly approved and authorized, will be considered defective and a breach of CONTRACTOR's warranty.

The CONTRACTOR shall obtain the following guarantee/warranty from the manufacturer of all major pieces of equipment furnished and installed on this Project. Such guarantee/warranty shall be for the benefit of the CITY and be furnished in writing by the manufacturer. The CONTRACTOR's and manufacturer's obligations under this provision are in addition to other express or implied warranties under the Contract Documents and under the law and in no way diminish any other right that the CITY may have against CONTRACTOR or manufacturer for faulty material, equipment, or work. The warranty period shall not be interpreted as a limitation on the time in which the CITY can enforce such other duties, obligations, rights, or remedies.

The manufacturer warrants and guarantees for a period of one year from the date of Final Completion, or such longer period that may be specified in the Contract Documents, that all materials and equipment furnished and installed shall be free from flaws, defects in material and workmanship and shall be in conformance with the Contract Documents.

8. Indemnification, Insurance and Bonds.

The CONTRACTOR shall be responsible for providing the CITY with Indemnification, Insurance and Bonds as required under Article 14 of this Contract.

9. Construction Schedule

Prior to issuance of a Notice to Proceed, the CONTRACTOR shall prepare and submit to the Engineer a Construction Schedule for the Work. The Schedule shall not exceed the time limits established in the Contract Documents. The Construction Schedule shall document major construction activities and tasks, identifying the estimated beginning and ending dates for each identifiable component of the Work. The Construction Schedule

shall also identify time critical activities or events that would most greatly affect the Construction Schedule. The Construction Schedule will be prepared in sufficient detail as may be acceptable to the Engineer. The Construction Schedule shall be revised at appropriate intervals as required by conditions of the Work.

10. Project Records

The CONTRACTOR shall maintain the following project records in a safe place at the project site:

- Construction Schedule;
- Plans and Drawings;
- Specifications;
- Addenda;
- Change Orders;
- Construction Change Directives;
- Shop Drawings;
- Product Data;
- Samples;
- Required Submittals; and
- Superintendent's Log.

Records shall be maintained in good order, and marked to reflect current changes and selections made during the construction process.

Records shall be available to the Engineer and CITY and, with the exception of the Superintendent's Log, shall be delivered to the Engineer for submittal to the CITY upon completion of the Work.

Additionally, the Superintendent's Log shall be delivered to the Engineer for submittal to the CITY upon completion of the Work. Additionally, the Superintendent's Log shall at a minimum document the dates and times of critical inspections; instructions received from the Engineer; and weather conditions including dates, times and amount of rainfall received.

Upon completion of the WORK, Contract shall deliver these record documents to Engineer.

11. Approval of Shop Drawings and Other Submittals

The CONTRACTOR shall review, approve and submit to the Engineer, Shop Drawings, Product Data, Samples, and other Submittals required by the Contract Documents for approval by the Engineer prior to their implementation. The CONTRACTOR shall perform no portion of the Work requiring submittal and review of these or similar data until approved by the Engineer. Such Work shall be accomplished in accordance with approved Submittals.

The CONTRACTOR shall not submit any shop drawing or other submittal that is merely a tracing or other copy of any of the Contract Documents. Each submittal item must be prepared by the CONTRACTOR, or for the CONTRACTOR by a Subcontractor or Supplier of the CONTRACTOR. The Engineer shall have the authority to reject any submittal items that violate this provision, and no extension of Contract Time shall be given on account of such rejection. Engineer's review and action on any such Submittals shall not serve as a basis for or give rise to any claim in favor of CONTRACTOR or any third party against the CITY or Engineer.

By submitting the materials described above to the Engineer for approval, the CONTRACTOR represents that he has determined and verified:

- All field measurements;
- Field construction criteria related to the Submittals and has checked and verified their compliance with requirements of the Contract Document;
- Suitability of all materials and equipment;
- All information relative to CONTRACTOR's responsibility for means, methods, techniques, sequences, and procedures of construction and safety precautions; and
- The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or other Submittals. The CONTRACTOR shall not be relieved of responsibility for deviations from the requirements of the Contract Documents unless the Engineer makes specific written acceptance of said deviations on the Engineer's letterhead.

If CONTRACTOR requests a change of a previously approved submittal item, CONTRACTOR shall be responsible for Engineer's charges to CITY for its review time, and CITY may impose a set-off against payments due to CONTRACTOR to secure reimbursement for such charges, unless the need for such change is beyond the control of the CONTRACTOR.

12. Use of the Project Site

The CONTRACTOR shall confine operations to the Project Site as designated by the CITY, and shall confine operations and activities to those permitted by law, ordinances, permits, and the Contract Documents; and should not unreasonably encumber the site with materials or equipment. The CONTRACTOR is specifically prohibited from the storage of materials, equipment, or supplies not related to the Work on the Project Site.

The CITY will be responsible for resolving disputes between the CONTRACTOR and other contractors with which the CITY has a separate Contract concerning use of the Project Site.

13. Limitation on Use of Project Site and Other Areas:

CONTRACTOR shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Project Site, adjacent areas that CONTRACTOR has arranged to use through construction easements or otherwise, and other adjacent areas permitted by laws and regulations, and shall not



unreasonably encumber the Project Site and such other adjacent areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for (a) damage to the Project Site; (b) damage to any such other adjacent areas used for CONTRACTOR's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the CONTRACTOR or those for which CONTRACTOR is responsible.

If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the CONTRACTOR or those for which CONTRACTOR is responsible, CONTRACTOR shall (a) take immediate corrective or remedial action as required by paragraph 25 below, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by laws and regulations, indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all 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 CITY or occupant against CITY, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, CONTRACTOR's performance of the Work, or because of other actions or conduct of the CONTRACTOR or those for which CONTRACTOR is responsible.

14. Cleanup of Project Site

The CONTRACTOR shall keep the premises and surrounding area reasonably free or rubbish, waste materials, or debris caused by operations of the Contract. At completion of the Work, the CONTRACTOR shall remove from and about the Project Site, waste materials, rubbish, tools, construction equipment, machinery, and surplus materials to the CITY's satisfaction. Should the CONTRACTOR fail to clean up as provided in the Contract Documents, the CITY may do so and the cost charged to the CONTRACTOR through a deductive Change Order or Construction Change Directive.

15. Observations and Inspections

The CONTRACTOR shall provide CITY and Engineer access to the Work, wherever located and in whatever stage of construction for the purpose of providing inspections and observations necessary to assess compliance with applicable codes and to identify the quality and quantity of Work performed.

If a portion of the Work is covered contrary to the Engineer's request or to the requirements expressed in the Contract Documents, it must be uncovered to allow the requested inspection or observation and replaced at the CONTRACTOR's expense without change in Contract Time.

If a portion of the Work has been covered for which the CITY or Engineer has not specifically requested prior to observation, the Engineer may request to see such Work and the CONTRACTOR shall uncover it. If such Work has been completed in accordance with the Contract Documents, the cost for uncovering and replacement shall be born by the CITY and implemented through a Change Order recommended by the Engineer and approved by the CITY. If such Work was inspected and found not to be in conformance with the Contract Documents, the CONTRACTOR shall pay the cost of uncovering and replacement without a change in Contract Time.

16. Correcting Rejected Work

The CONTRACTOR shall promptly correct Work rejected by the Engineer for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The CONTRACTOR shall bear the costs of correcting such Work, including costs for additional testing and inspections, compensation for any additional design or necessary administrative costs, fines levied against the CITY by governmental authorities because the Work is defective, and the costs of repair or replacement of Work of others resulting from defective Work. Prior to final payment, if CITY and CONTRACTOR are unable to agree as to the measure of such claims, costs, losses and damages resulting from defective Work, then the CITY may impose a reasonable set-off against payments due under Article 8.

If, within one year after the date of Final Acceptance, or before the expiration of warranties provided by the CONTRACTOR, Subcontractor, or Suppliers, whichever is greater, or by the terms of a special warranty required by the Contract Documents; any of the Work is found to not be in accordance with the Documents, the CONTRACTOR shall correct it promptly after receipt of a written notice from the CITY. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract, if the CITY has exercised such Termination.

If the CONTRACTOR fails to correct nonconforming Work, within a reasonable time, the CITY may complete the work in accordance with the provisions in Article 10(B)(5) of this Contract.

In exercising the rights and remedies under this paragraph 10(C)(16), CITY shall proceed expeditiously. In connection with such corrective or remedial action, CITY may exclude CONTRACTOR from all or part of the Project Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at the Project Site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees, CITY's other contractors, and Engineer and Engineer's consultants access to the Project Site to enable CITY to exercise the rights and remedies under this paragraph.

All claims, costs, losses, and damages incurred or sustained by CITY in exercising the rights and remedies under this paragraph 10(C)(16) will be charged against

CONTRACTOR has set-offs against payments due under Article 8. 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.

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 CITY of Authority's rights and remedies under this paragraph 10(C)(16).

17. Acceptance of Non Conforming Work

The CITY may at its option accept Work that is not in accordance with the requirements of the Contract Documents instead of requiring its removal and correction. In such cases the Contract Amount will be reduced as appropriate and equitable. If the parties are unable to agree as to the decrease in Contract Amount, reflecting the diminished value of Work accepted, then the CITY may impose a reasonable set-off against payments due under Article 8. Such adjustment shall be effected whether or not final payment has been made. If acceptance of defective Work occurs after Final Payment, CONTRACTOR shall pay an appropriate amount to the CITY.

18. Tests & Inspections

Tests, inspections and approvals of portions of the Work required by law, ordinance, rules, regulations, or other orders of public authorities having jurisdiction shall be made at the appropriate time. Unless otherwise provided, the CONTRACTOR will make arrangements for such tests, inspections and approvals, and shall be responsible for paying testing, inspection and reinspection fees.

Other tests, inspections, and approvals required by the Contract Documents shall also be made at the appropriate times. The CONTRACTOR shall make arrangements for such tests, inspections and approvals within the independent testing laboratories or entities designated by the CITY. The CITY shall bear the costs related to these tests, inspections and approvals.

For all tests and inspections conducted under this section, the CONTRACTOR shall give the Engineer timely notice of when and where tests and inspections are to be made so that observations may be made.

If tests or inspections reveal failure of portions of the Work to comply with the Contract Documents, or approval is not secured from a public authority having jurisdiction over the project for a portion of the Work covered by the Contract Documents, the CONTRACTOR shall bear all costs made necessary by such failure.

Certificates of testing, inspection or approval shall be secured by the CONTRACTOR and promptly delivered to the Engineer.

19. Equal Opportunity Employer

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

20. Taxes

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.

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 CITY 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 CITY in the Contract Documents.

To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. This obligation shall survive acceptance of the Work under this Contract and termination of the Contract.

21. Laws and Regulations

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 CITY nor Engineer shall be responsible for monitoring CONTRACTOR's compliance with any laws or regulations. CONTRACTOR agrees to comply with all applicable Federal, State, and local laws, regulations, and ordinances, including, but not limited to, the following:

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity that prohibits discrimination in employment.
- Age Discrimination Act of 1973
- Contract Work Hours and Safety Standards Act.
- Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
- Fair Labor Standards Act.

- Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
- Chapter 119, the Public Records Act.
- Trench Excavation System & Shoring standards adopted by the Department of Labor and Employment Security and related trenching regulations.
- Construction Work Hours and Safety Act (Construction Safety Act)

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of his Contract.

If CONTRACTOR performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, CONTRACTOR shall bear all resulting costs and losses, and shall indemnify and hold harmless CITY 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 such Work or other action.

22. Applicable Licensing

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully providing the services set forth herein.

23. Safety of Employees and Property

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

- Employees on the Project Site and other persons who may be affected thereby;
- The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the CONTRACTOR or the CONTRACTOR's Subcontractors or sub-Subcontractors; and
- Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The CONTRACTOR shall not load or permit any part of the construction or Project Site to be loaded so as to endanger its safety. The CONTRACTOR shall comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. The CONTRACTOR shall notify CITY, owners of adjacent property, utilities, other

contractors performing work at or adjacent to the Project Site, when the prosecution of work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or Work in progress.

When use or storage of explosives or other hazardous materials or equipment or unusual methods is necessary for execution of the Work, the CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The 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 Project Site in accordance with laws or regulations.

The CONTRACTOR shall promptly remedy the damage and loss (other than damage or loss insured under requirements of the Contract Documents) to property referred in this Section caused in whole or in part by the CONTRACTOR, Subcontractor, Sub-Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable and for which the CONTRACTOR is responsible, except damage or loss attributable to acts or omissions of the CITY or Engineer or anyone directly or indirectly employed by any of them, or by anyone for whose acts wither of them may be liable and not attributable to the fault or negligence of the CONTRACTOR.

The CONTRACTOR shall designate a qualified and experienced safety representative who is a responsible member of the CONTRACTOR's organization at the Project Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. This person shall be the CONTRACTOR's Superintendent unless otherwise designated by the CONTRACTOR in writing to the CITY and Engineer.

CONTRACTOR's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to CITY and CONTRACTOR in accordance with Article 8(4) that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

CONTRACTOR's duties and responsibilities for safety and protection shall resume whenever CONTRACTOR or any Subcontractor or Supplier returns to the Project Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

26. Emergencies

In an emergency affecting safety of persons or property, the CONTRACTOR shall act, at the CONTRACTOR's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the CONTRACTOR on account of an emergency shall be determined as provided in this Contract.

## **ARTICLE 11 – SUBCONTRACTORS/SUPPLIERS**

1. Reporting of Proposed Subcontractors

As soon as practical after the issuance of a Notice to Proceed, or as otherwise provided in the Contract Documents, the CONTRACTOR will furnish in writing to the Engineer the names of persons or entities, including Subcontractors, material suppliers, equipment, Suppliers, and fabricators proposed for principal portions of the Work . After conferring with the CITY, the Engineer will promptly inform the CONTRACTOR in writing whether or not there are reasonable objections to any of the proposed persons or entities unto which the CONTRACTOR proposes to enter into an agreement. Reasonable objections include a Subcontractor or Supplier who is not licensed, qualified or certified as required by State Law.

- A. No acceptance by CITY of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of CITY to the completion of the Work in accordance with the Contract Documents.
- B. CONTRACTOR shall be fully responsible to CITY 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.
- C. CONTRACTOR shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- D. CONTRACTOR shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or CITY, except through CONTRACTOR or in case of an emergency, or as otherwise expressly allowed herein.
- E. CITY may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by the particular Subcontractor or Supplier.
- F. Nothing in the Contract Documents:
  - i. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between CITY or Engineer and any such Subcontractor, Supplier, or other individual or entity; or
  - ii. shall create any obligation on the part of CITY or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by laws and regulations.

2. Rejection of Subcontractors

Neither the CONTRACTOR nor the CITY shall be required to Contract with anyone to whom either party has made a reasonable objection; exception instances where the Contract Documents require use of a material, equipment, or other produce for which there is no acceptable alternate supplier or installer.

3. Removal of Subcontractors

The CONTRACTOR shall not change a Subcontractor, person or entity previously selected unless the CITY makes reasonable objection to such change.

4. Subcontractors Bound by Contract Documents

By appropriate agreement, the CONTRACTOR shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the CONTRACTOR by the terms of the Contract Documents, and to assume toward the CONTRACTOR all obligations and responsibilities which the CONTRACTOR, under this Contract, assumes toward the CITY.

Each subcontract shall preserve and protect the right of the CITY under the Contract Documents with respect to the Work to be performed by the Subcontractor so the subcontracting thereof will not prejudice such rights and shall allow the Subcontractor, to the extent provided in the Contract Documents, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR has against the CITY.

In all Contracts between the CONTRACTOR and Subcontractor(s), Suppliers, or fabricators, the CITY will be named as third party beneficiary. The CONTRACTOR will provide CITY with a copy of each such sub-Contract prior to beginning the Work, and will further automatically provide CITY with copies of all subcontract warranties and invoices for materials and services for the Work. Failure to timely provide these documents will be considered a material breach of the Contract.

The CONTRACTOR agrees that it shall be deemed to automatically assign all rights to subcontract warranties to the CITY, and CONTRACTOR will ensure that all such subcontract warranties specifically provide for such warranties to extend to the CITY. Additionally, the CONTRACTOR assigns each Subcontract for a portion of the Work to the CITY as follows:

- Assignment is effective only after termination of the Contract by the CITY for cause pursuant to Article 9(3) of this Contract.
- Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5. Subcontractor Payment

Unless otherwise provided by law, within 10 days after the CONTRACTOR's receipt of payment, the CONTRACT shall remit payment due to Subcontractor for labor, services, and material furnished.

If Subcontractor receives payment from CONTRACTOR for labor, service, or material furnished by Subcontractors and Suppliers hired by the Subcontractor, Subcontractor shall remit payment due to those subcontractors and Suppliers within 7 days of subcontractor's receipt of payment.

## **ARTICLE 11 - CONSTRUCTION BY CITY OR SEPARATE CONTRACTORS**

1. CITY's Right to Perform Construction



The CITY reserves the right to perform construction or operations related to the Project outside the scope of this Contract with CITY's own forces and to award separate Contracts in connection with other portions of the Project not covered under the scope of this Contract.

2. CITY to Provide Coordination

The CITY shall provide for coordination of activities of the CITY's own forces and for the other contractor's under a separate agreement to provide construction services on the Project Site. If part of the CONTRACTOR's Work depends upon prior Work performed by the CITY or other separate contractors, the CONTRACTOR shall, prior to proceeding with that portion of the Work, promptly report to the Engineer apparent discrepancies or defects in other such construction that would render it unsuitable for the proper execution and results of the CONTRACTOR's Work. Failure of the CONTRACTOR to so report shall constitute an acknowledgment that the CITY's previously completed construction is fit and proper to receive the CONTRACTOR's Work.

**ARTICLE 12 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

1. Contract Held Valid

Changes in the Work may be accomplished after execution of the Contract without invalidating the Contract where they are documented by a Construction Change Directive executed in accordance with this Contract.

2. Construction Change Directive

A Construction Change Directive prepared and signed by the Engineer will direct all changes in the Work. A Construction Change Directive signed by the CONTRACTOR indicates agreement of the CONTRACTOR with the actions specified in the Directive, including the inclusion or absence of an adjustment in Contract Amount or Contract Time or the method for determining them. Construction Change Directives shall be issued using AIA Form G714.

3. Construction Change Order

In addition to a Construction Change Directive, a Construction Change Order will be required wherever the issuance of a Construction Change Directive would involve a change in:

- Contract Amount;
- Contract Time; or
- The intent of the Contract Documents.

In such instances, the Engineer, CONTRACTOR and CITY must sign a Construction Change Order. Construction Change Orders shall be issued using AIA Form G701.

Change Orders may not have typed text altered or additions placed thereon after the signing process has begun. Change Orders with alterations to typed text or additions placed thereon

shall not be considered by such, and the original Change Order shall govern. Should alterations or additions to a Change Order be desired, said Change Order shall be re-typed and re-signed, and said Change Order shall be identified as "Revised".

4. Changes in Contract Amount

Only Construction Change Order shall grant changes in Contract Amount. Claims for disputes concerning Contract Amount shall be determined in accordance with Article 13 of this Contract.

5. Cost of Work

A. The term "Cost of Work" or "Direct Cost", for the purpose of Change Orders, means the costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Change Order Work. Except as may be agreed to in writing by the CITY, such costs shall be in amounts no higher than those prevailing in the area of the project and may include the following categories:

- Labor of CONTRACTOR employees (payroll, taxes, fringe benefits, worker's compensation, health and retirement benefits, sick leave).
- Owned equipment (at lowest applicable equipment manual rate).
- Rented equipment (at actual rental rate).
- Materials.
- Supplies.
- Subcontractor's costs.
- Bonds and insurance.

The CONTRACTOR shall require all Subcontractors and Suppliers to comply with all requirements of, and provide itemizations of all claims in accordance with this Article.

For all changes, the CONTRACTOR shall submit an itemized cost breakdown, together with supporting data in such detail and form as prescribed by the Engineer. When a credit is due, the amount of the credit to be allowed by the CONTRACTOR to the CITY for any such change which results in a net decrease in direct cost will be the amount of the actual net decrease in direct cost as determined by the Engineer plus the actual reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man hours required by discipline/trade with the unit cost per man hour and total labor price, labor burden equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit allowance.

The allowance for combined overhead and profit included in the total cost to the CITY shall be based upon the following schedule:

- For the CONTRACTOR, for Work performed by the CONTRACTOR's own forces, fifteen percent (15%) of the cost.

- For the CONTRACTOR, for Work performed by the CONTRACTOR's Subcontractor, seven and one-half percent (7½%) of the amount due to the Subcontractor.
- For each Subcontractor or Sub-Subcontractor involved, for Work performed by that Subcontractor's or Sub-Subcontractor's own forces, fifteen percent (15%) of the cost.
- For each Subcontractor, for Work performed by the Subcontractor's Sub-Subcontractor, seven and one-half percent (7½%) of the amount due the Subcontractor.

B. The term "Cost of Work" or "Direct Cost" shall not include any of the following:

- Payroll costs and other compensation of the CONTRACTOR's officers, executives, principals (of partnership or sole proprietorships), general managers, engineers, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the CONTRACTOR whether at the Project Site or in its principal or branch office for general administration of the Change Order Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the CONTRACTOR's allowance for overhead and profit.
- Extraordinary fringe benefits not specifically identified, above.
- Expenses of CONTRACTOR's principal and branch offices other than the CONTRACTOR's office at the job site.
- Any part of the CONTRACTOR's capital expenses, including interest on the CONTRACTOR's capital used for the Change Order Work and charges against the CONTRACTOR for delinquent payments.
- Costs due to the negligence of the 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 for defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included above in Subsection A.

6. Changes in Contract Time

Only construction Change Order shall grant changes in Contract Time. Claims for disputes concerning Contract Time shall be determined in accordance with Article 13 of this Contract.

7. Changes in Contract Time Due to Weather Conditions

The CONTRACTOR shall consider climatic conditions in preparing the Construction Schedule and shall anticipate therein periods where work may not be practical due to adverse weather conditions.

Weather conditions shall not comprise grounds for extension of Contract Time unless the CONTRACTOR is able to demonstrate that the number of rain days during the entire Contract Time exceeded 120% of that for the same period in the prior year. In making such an assertion, the CONTRACTOR shall use rain data recorded in the Superintendent's Log, which must include the date, duration and volume of rain recorded at the Project Site for each day, as compared to that recorded for the area closest to the Project Site, as reported by the National Weather Service. The CITY shall determine the criteria for establishing "rain days".

8. CONTRACTOR's Obligation to Comply with Construction Change Directives  
Upon receipt of a Construction Change Directive, the CONTRACTOR shall promptly proceed with the change in the Work. The CONTRACTOR shall promptly comply with the Construction Change Directive whether or not a Change Order has been executed.
9. Effective Date of Change Orders  
Change Orders shall become effective immediately upon execution by the CONTRACTOR, Engineer, and CITY.
10. Notification to Surety  
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 Amount 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.

## **ARTICLE 13 - CLAIMS AND DISPUTES**

1. Time Limits on Claims  
CONTRACTOR Claims must be made by written notice within 14 calendar days after the occurrence of the event giving rise to such Claim or within 14 calendar days after the CONTRACTOR would have reasonably first recognized the condition giving rise to the Claim, whichever is later. Claims for additional time and additional compensation must be made in accordance with the conditions of this Article.  
  
Such written notice of CONTRACTOR Claims shall be complete. Written notice which is incomplete and only partially identifies a claim with wording such as "(time or cost) impact to be determined at a later date" or "we reserve the right to claim additional (time or cost) at a later date" will not be considered.
2. Continuing Performance on the Contract  
Pending resolution of a Claim, unless otherwise agreed to in writing, the CONTRACTOR shall proceed diligently with performance of the Contract and the CITY shall continue to make payments in accordance with the Contract Documents.
3. Claims for Concealed or Unknown Conditions

If conditions are encountered at the Project Site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or comprise unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and are generally recognized as inherent in construction activities of the character provided for in the Contract Documents; then the CONTRACTOR shall inform the Engineer of the materially different field conditions in writing within 14 days after first observance of the conditions, or within 14 days after the CONTRACTOR would have reasonably first recognized the materially different field conditions.

The Engineer will promptly investigate and report to the CITY if field conditions were found to be materially different than those which have been reasonably found given the criteria indicated above. If field conditions are found to be materially different and an adjustment in time is essential to the CONTRACTOR's ability to complete the Work, then the CITY shall prepare a Change Order providing an equitable adjustment in Contract Time.

If the CITY determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the contract are justified, the CITY shall so notify the CONTRACTOR in writing stating the reasons.

CONTRACTOR shall not be entitled to any adjustment in the Contract Amount or Contract Times with respect to a subsurface or physical condition if:

- (a) CONTRACTOR knew of the existence of such condition at the time CONTRACTOR made a commitment to CITY with respect to Contract Amount and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
- (b) the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Project Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such commitment; or
- (c) CONTRACTOR failed to give the written notice as required above.

If CITY and CONTRACTOR agree regarding CONTRACTOR's entitlement to and the amount or extent of any adjustment in the Contract Amount or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Claims for Additional Time

The CONTRACTOR will make claims for an increase in Contract Time by presenting a "Request for Delay" (RFD) form to the Engineer within 14 days of the occurrence giving rise to the claim. All claims for an increase in the Contract Time are waived if not so presented. Engineer will supply RFD forms to the CONTRACTOR.

The sole and exclusive manner of increasing the Contract Time due to some occurrence giving rise to the representation of an RFD form is by Change Order. Timely presentation of an RFD form is the prerequisite for obtaining a Change Order. The Change Order shall address any and all Claims based on said occurrence. With respect thereto, CONTRACTOR agrees that its exclusive remedy for delays in the performance of the Contract caused by events beyond its control, including delays claimed to be caused by the CITY or the Engineer or attributable to the CITY or the Engineer, and including Claims based on breach of Contract or negligence, shall be an extension of the Contract Time. CONTRACTOR hereby waives any and all Claims based on said occurrence that are not addressed by the Change Order.

Nothing contained herein will prevent the parties from increasing the Contract Time by mutual agreement.

5. Claims for Additional Compensation

CITY's liability to CONTRACTOR for any Claims other than Claims for extension of Contract Time, as described above, arising out of or related to the subject matter of this Contract, whether in Contract or Tort, including but not limited to, claims for payment by CITY of the costs, damages, or losses because of changed condition under which the Work is to be performed or for additional Work, shall be governed by the following provisions:

- All Claims must be submitted as a Request for Change Order in the manner provided herein;
- CONTRACTOR must submit a Notice of Claim to the CITY and to the Engineer within fourteen days (14) of when the CONTRACTOR was, or should have been aware of the occurrence of the event giving rise to the Claim; and
- Within fourteen days (14) of submitting its Notice of Claim, CONTRACTOR shall submit to the Engineer and CITY its Request for Construction Change Order using AIA Form G701, which shall include a written statement of details of the Claim, including a description of the Work affected.

CONTRACTOR agrees that the CITY shall not be liable for any Claim the CONTRACTOR fails to submit as a Request for Change Order or as a timely presented RFD form as provided in this Contract.

After receipt of a Request for Change Order, CITY, in consultation with the Engineer, shall deliver to the CONTRACTOR within thirty (30) days after receipt of request its written determination of the Claim.

CONTRACTOR's exclusive remedy for delays in performance of construction caused by delays claimed to be caused by or attributable to the CITY or the Engineer including claims based on breach of contract or negligence, shall be a Claim or a RFD form submitted in compliance with this Article.

CONTRACTOR expressly agrees that the conditions established by this Article constitutes its sole and exclusive remedies for delays and changes in such Work and eliminates any

other remedies for Claim for increase in the Contract Amount, delays, changes in the Work, damages, losses, or additional compensation.

6. Resolution of Disputes by the CITY

If a Claim has not been resolved after consideration under other terms of this Article, the Engineer shall notify the CONTRACTOR in writing that the CITY shall make a determination within seven (7) days, which determination shall be final and binding on the Parties, but subject to litigation in a court having competent jurisdiction. Upon expiration of such time period, the CITY shall render to the parties a written decision relative to the Claim, including any change in Contract Amount and/or Time.

If there is surety and there appears to be a possibility of the CONTRACTOR's default, the CITY may, but is not obligated to, notify the surety and request the surety's assistance in resolving the dispute.

7. Injury or Damage to Person or Property

In any party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or for others whose acts such party is legally liable; written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable amount of time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to the Claim is asserted, it shall be filed as a Claim pursuant to the conditions of the Article.

## **ARTICLE 14 - INDEMNIFICATION, INSURANCE AND BONDS**

1. Indemnification

To the fullest extent permitted by laws and regulations, and in addition to any other obligations of CONTRACTOR under the Contract or otherwise, CONTRACTOR shall indemnify and hold harmless CITY 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 is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent 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.

In any and all claims against CITY or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of CONTRACTORS, 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 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.

The indemnification obligations of CONTRACTOR shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

- (a) The preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

In conformance with the requirements of Section 725.06, Florida Statutes, the specific considerations for CONTRACTOR's promises are:

- (a) Ten dollars (\$10.00) and other valuable consideration, in hand paid by CITY, Engineer, and Engineer's employees to CONTRACTOR, receipt whereof is hereby acknowledged and the adequacy of which CONTRACTOR accepts as completely fulfilling the obligations of CITY, Engineer, and Engineer's employees under the requirements of Section 725.06, Florida Statutes, and;

The entry of CITY and CONTRACTOR into the construction contract because, but for CONTRACTOR's promises as contained in the General Conditions, CITY would not have entered into the construction contract with CONTRACTOR

## 2. Waiver of Subrogation

The CITY and CONTRACTOR waive all rights against each other for damages caused by perils coverage by insurance provided under this Contract to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the CITY and the CONTRACTOR as trustees. The CONTRACTOR shall require similar waivers from all Subcontractors and their Sub-subcontractors and suppliers.

The CITY and the CONTRACTOR waive all rights against each other for loss or damage to equipment used in connection with the Project and covered by any property insurance. The CONTRACTOR shall require similar from all Subcontractors and their Subcontractors and Suppliers.

The CITY waives subrogation against the CONTRACTOR on all property and consequential loss policies carried by the CITY on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

If the insurance policies referred to in this Section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the CITY of such policies will



cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

3. CONTRACTOR's Insurance

Prior to the commencement of Work governed by this Contract, the CONTRACTOR shall obtain, at his/her own expense, insurance as specified below, which are made part of this Contract. The CONTRACTOR shall ensure that the insurance obtained will extend protection to all Subcontractors engaged by the CONTRACTOR. As an alternative, the CONTRACTOR may require all Subcontractors to obtain insurance consistent with the below requirements. This insurance must name the CITY as an additional insured, except for with respect to Worker's Compensation Coverage.

The CONTRACTOR will not be permitted to commence work governed by this Contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the CITY as specified below. Delays in the commencement of work, resulting from the failure of the CONTRACTOR to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this Contract and any penalties and failure to perform assessments shall be imposed as if the Work commenced on the specified date and time, except for the CONTRACTOR's failure to provide satisfactory evidence.

All insurance required by this Contract shall be obtained by an insurance company or companies that are duly licensed and/or authorized to do business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of at least IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the CITY in writing.

The CONTRACTOR's insurance, and the insurance of any other party bound to the CONTRACTOR, shall be considered primary. The CITY's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnification's insurance, certificates of insurance and any additional insurance provisions of this Contract.

The CONTRACTOR shall name "City of Treasure Island" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the CITY with proof of same.

4. Loss Deductible

The CITY shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONTRACTOR.

5. Subcontractor's Insurance

The CONTRACTOR shall ensure that any Subcontractor(s), hired to perform any of the Work, maintain the same Insurance requirements set forth herein. In addition, the

CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

6. Certificate of Insurance

The CONTRACTOR agrees to promptly provide the CITY with proof of insurance coverage as follows:

- The name of the insured CONTRACTOR, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the CITY and a copy to the Engineer at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certification of Insurance shall be in the form as approved by the CITY and such Certificate shall clearly state all the coverage's required in this Article:
- If requested by the CITY, the CONTRACTOR shall promptly furnish complete certified copies of his and his Subcontractor's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the CONTRACTOR or by any of its representatives that indicate less coverage than required by the Contract Documents does not constitute a waiver of the CONTRACTOR's obligations to fulfill the requirements of this Article.

The CITY, at its sole discretion, has the right to request certified copies of any and all insurance policies required by this Contract and CONTRACTOR agrees to promptly produce such requested documents.

7. Worker's Compensation Insurance

The CONTRACTOR shall take out and maintain, during the life of this Contract, Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any Work is sublet, the CONTRACTOR shall require the Subcontractor similarly to provide Workers' compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Florida Workers' compensation Law. In case any class of contract at the Project Site is not protected under the Workers' Compensation Statute, the CONTRACTOR shall provide adequate insurance, satisfactory to CITY for the protection of employees not otherwise protected. The limits shall be statutory for Worker's Compensation and \$1,000,000.00 for Employer's Liability.

8. Liability Insurance

The CONTRACTOR shall take out and maintain, during the life of this Contract, Commercial General Liability and Commercial Automobile Liability Insurance as shall protect CITY from claims for damages for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Contract, whether such operations are by himself or by anyone directly or

indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability:

- Minimum Coverage is \$1,000,000 including a separate project aggregate limit of \$2,000,000 for the Contract.
- Coverage shall include premises, operations, products, completed operations, independent CONTRACTORS, contractual liability covering this Contract, contracts and leases, broad form property damage coverage's, personal injury and bodily injury.
- The CONTRACTOR is required to continue to purchase products and completed operations coverage for Work performed under this Contract for minimum of three (3) years following Substantial Completion.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverage's.

Commercial Automobile Liability:

- Minimum Coverage is \$1,000,000.
- Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

9. Performance, Payment, and Other Bonds

The CONTRACTOR shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Amount, as security for the faithful performance and payment of all of CONTRACTOR's obligations under the Contract. 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 the Contract, whichever is later, except as provided otherwise by laws or regulations, the Supplementary Conditions, or other specific provisions of the Contract. CONTRACTOR shall also furnish such other bonds as are required herein

All bonds shall be in the form prescribed by the Contract except as provided otherwise by laws or regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond 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 the accompanying bond.

CONTRACTOR shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

If the surety on a bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then CONTRACTOR shall promptly notify CONTRACTOR 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 bond and surety requirements above.

If CONTRACTOR has failed to obtain a required bond, CONTRACTOR may exclude the CONTRACTOR from the Project Site and exercise CONTRACTOR's termination rights under Article 9.

Upon request, the CITY shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

## **ARTICLE 15 - COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

1. The Commencement of Statutory Limitation Periods Between the CITY, CONTRACTOR and assignees are as follows:
  - **Before Substantial Completion.** As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to turn and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
  - **After Final Certificate for Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the act or failure to act by the CONTRACTOR, pursuant to any warranty provided under the Contract Documents, the date of any correction of the Work or failure to correct the Work by the CONTRACTOR or date of actual commission of any other act or failure to perform any duty or obligation by the CONTRACTOR or CITY, whichever occurs last.
2. Concerning Latent Defects and Fraud

As to latent defects and fraud, the applicable statute of limitations shall commence upon the date of discovery or the date discovery of the defect should reasonably have occurred.
3. Sovereign Immunity

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Contract to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

## **ARTICLE 16 - MISCELLANEOUS PROVISIONS**

1. Governing Law

This Contract shall be governed by the laws of the State of Florida.

2. Interest on Judgments

In the event of any disputes between the parties to this Contract occurs, including without limitation to their assignee and or assigns arising out of or relating in any way to this Contract which results in litigation and a subsequent adjustment award or decree against either party, it is agreed that an entitlement post judgment interests to either party and/or their attorneys shall be fixed by the proper Court at a rate of 5% per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties' expressly acknowledge and to the extent allowed by law, hereby opt out of any provision of Federal or State Statutes not in agreement with this.

3. Successors and Assigns

The CITY and CONTRACTOR respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as whole without the written consent of the other. If either party attempts to make such an assignment without such written consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

4. Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

Both the addresses given in the Bid Form upon which this Contract is founded and the CONTRACTOR's office at or near the site of work are hereby designated as places to either of which notices, letters and other communication to CONTRACTOR shall be certified mailed or delivered. The delivering at the above named place or depositing of a postage paid communication or directed to the first name, place, in any post office box, regularly maintained by the post office department of any notice, letter, or other

communication to the CONTRACTOR shall be deemed sufficient service thereupon the CONTRACTOR; and the date of said service shall be the date of such delivery or mailing.

5. Limitation of Liability

The CITY shall be liable only to the extent of its interest in the Project; and no elected official, officer, agent, or employee of the CITY shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include foregoing limitation, which shall be effective if the CITY ever succeeds to the CONTRACTOR's rights or obligations under a Subcontract.

The Engineer shall be liable to CONTRACTOR only to the extent of its interest in the Project; and no officer, director, partner, agent, or employee of the Engineer (or any partner of a partner or any agent or employee of a partner) shall ever be personally or individually liable to CONTRACTOR with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation. Nothing contained in this agreement shall be construed as a waiver of the CITY's rights to sovereign immunity or any other defense under Section 768.28, Florida Statutes.

6. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Contract held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

7. Public Records

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records herein under Florida law include, but are not limited to: records related to the entry, management and implementation of the contract itself; emails/correspondence between the CITY and the CONTRACTOR related to the contract; emails or correspondence from all other entities related to the contract (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;
- B. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;
- C. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and

- D. Meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically shall be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that CONTRACTOR receives and a copy of the CONTRACTOR'S response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records shall be a material breach of the Contract and grounds for termination.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**City Clerk, City of Treasure Island  
120 – 108<sup>th</sup> Avenue  
Treasure Island, Florida 33706  
Phone: (727)-547-4575  
Fax: (727)-547-4582  
[tmakras@mytreasureisland.org](mailto:tmakras@mytreasureisland.org)**

**THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT.**

8. Cumulative Remedies

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. 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.

9. Limitation of Damages

With respect to any and all Claims, disputes subject to final resolution, and other matters at issue, neither CITY nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to CONTRACTOR for any claims, costs, losses, or damages sustained by CONTRACTOR on or in connection with any other project or anticipated Project.

10. No Waiver

A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

11. Survival of Obligations

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

12. Headings

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

**IN WITNESS WHEREOF the parties have executed the Contract on the day and date first above written.**

CONTRACTOR:

CITY: The City of Treasure Island

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

\_\_\_\_\_  
City Manager

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

WITNESS:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Tiffany Makras, City Clerk

Reviewed for Legal Form and Content by:

\_\_\_\_\_  
Jennifer Cowan, City Attorney



## SECTION 00710

### NON-DISCRIMINATORY VENDOR STATEMENT

#### SWORN STATEMENT UNDER SECTION 287.134(3)(a) OF THE FLORIDA STATUTES REGARDING DISCRIMINATION

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
(Print name of the public entity)  
by \_\_\_\_\_  
(Print individual's name and title)  
for \_\_\_\_\_  
(Print name of entity submitting sworn statement)  
  
whose business address is \_\_\_\_\_  
  
\_\_\_\_\_
- and (if applicable its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).
2. I understand that "discrimination" as defined in Section 287.134(1)(b) of the Florida Statutes means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
3. I understand that an "affiliate" as defined in Section 287.134(1)(a) of the Florida Statutes means:
  1. A predecessor or successor of an entity that discriminated; or
  2. An entity under the control of any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives' partners, shareholders employees, members and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.
4. I understand that "entity" as defined in Section 287.134(1)(e) of the Florida Statutes means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on

contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

5. Based on information and belief, the statements that I have marked below is true in relation to the entity submitting the sworn statement. (Please check all that apply)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been placed on the discriminatory vendor list for any period during the last 36 months prior to submitting this bid.

\_\_\_\_\_ The entity submitting this sworn statement is **not** under the same, or substantially the same control as an entity whose name appears on the discriminatory vendor list.

\_\_\_\_\_ The entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or any affiliate of the entity **have** been placed on the discriminatory vendor list for any period during the last 36 months prior to submitting this bid **but** that entity or affiliate has been removed from the list.

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

\_\_\_\_\_  
(Signature)

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

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

Notary Public – State of Florida

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped  
commissioned name of notary public)

## SECTION 00715

### PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a) OF THE FLORIDA STATUTES  
ON PUBLIC ENTITY CRIMES.

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
(Print name of the public entity)  
by \_\_\_\_\_  
(Print individual's name and title)  
for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

and (if applicable its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(if the entity has no FEIN, include the Social Security Number of the individual signing  
this sworn statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g) of the Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b) of the Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133.(1)(a) of the Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives' partners, shareholders employees, members and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

\_\_\_\_\_  
(Signature)

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

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public – State of Florida

\_\_\_\_\_  
(Type of identification)

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped  
commissioned name of notary public)

**SECTION 00800**  
**SUPPLEMENTARY CONDITIONS**

**00800.01 SUPPLEMENTARY CONDITIONS PREVAIL**

The provisions of this section amplify, amend, change and/or to all other provisions of the Contract Documents. In the event of a conflict between the Supplementary Conditions, the plans, and any other Sections of the Contract Documents, the Supplementary Conditions shall apply.

**00800.02 MATERIALS AND EQUIPMENT**

- A. All materials, equipment and supplies furnished and permanently incorporated into the project shall be of first quality in every respect and shall be constructed and finished to high standards of workmanship. Material shall be suitable for the service intended, shall reflect modern design and engineering and shall be fabricated in a first class workman like manner. All material, equipment and supplies shall be new and shall not have been in service at any time previous to installation except as required in tests incident to this installation.

- B. Record Drawings:

The contractor shall provide six sets of certified record drawings, signed and sealed by a surveyor registered in the State of Florida. The record drawings shall show final grades, locations and elevations of utilities. All grades, locations, and elevations shall be determined by the surveyor.

- C. The several unit or lump sum prices shall include the cost for all transportation, labor, equipment, verifying location of existing utilities (horizontal and vertical) trenching, backfilling, backfill material, tamping, testing, densities, dewatering, trench stabilization, record drawings, clean up, restoration, fittings, miscellaneous parts, and all appurtenances within to make complete and ready for operation the work as shown on the drawings and specified herein.

**00800.03 NOTIFICATIONS**

- A. By the use of approved door hangers, the Contractor shall notify all businesses and residents within a 100-foot radius of the construction activities within 14 days of commencing work. As a minimum, the door hanger shall include dates of construction activities, the name and telephone number for questions or comments and a general description of work to be performed.

**00800.04    RESERVED**

**00800.05    NPDES TRAINING**

- A.     All NPDES-related training identified in the plans shall be completed by the CONTRACTOR prior to the commencement of the work.

**END OF SECTION**

## **DRUG-FREE WORK PLACE CERTIFICATE**

**IDENTICAL TIE BIDS:** Pursuant to Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Work Place Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. Established procedures for processing tie bids will be followed in the event that none of the tied bidders have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the work place, the company's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the 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 of the Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or who has pled.
- 6) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT  
THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

---

**Signature**

---

**Printed Name**



# PROGRESSION OF WORK

---

Progression of Work and Maintaining Access: The Contractor shall be required to erect, maintain, and move as necessary, a restrictive barrier around the Work Area so as to:

1. Prevent the public from generally approaching from any direction closer than 25 feet,
2. Conduct the work in segments no greater than 200 feet, so as to maintain public access to portions of the walkway not under construction, and the beach, during construction. The public shall not be prevented from reasonable use of the adjacent beach access points and public beach.
3. A *Safety and Access Plan* is to be provided to, and approved by, the City prior to commencement of any work on the site.

The Contractor shall post signs in a conspicuous manner directing the public to the nearest temporary safe access point outside the zone of active construction. If the public does not heed warning signs and/or restrictive barriers, the Contractor shall contact the Engineer or City for assistance in maintaining the public at a safe distance from construction activities. Following acceptance of walkway segment by the Engineer and the City, the Contractor shall relocate temporary barriers to another 200 foot long segment within which he/she may proceed with construction in that segment.

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

SECTION 017320 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
  - 1. Demolition and removal of selected portions of the structure.
  - 2. Demolition and removal of selected site elements.
  - 3. Repair procedures for selective demolition operation.
- B. Related Sections include the following:
  - 1. Division 1 Section "Summary" for use of the premises and phasing requirements.
  - 2. Division 1 Section "Work Restrictions" for restrictions on use of the premises due to Owner or tenant occupancy.
  - 3. Division 1 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.
- B. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

1.5 SUBMITTALS

- A. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Schedule of Selective Demolition Activities: Indicate the following: -
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  - 2. Interruption of utility services.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Locations of temporary partitions and means of egress.
  - 5. Coordination of Owner's continuing occupancy of portions of existing walkway
- C. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- D. Predemolition Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.

1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.

1.7 PROJECT CONDITIONS

- A. Owner will occupy the building during selective demolition. Conduct selective demolition so Owner's operations will not be disrupted. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
  - 1. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.
- C. Hazardous Materials: Hazardous materials are present in building to be selectively demolished.

A report on the presence of hazardous materials is on file for review and use.  
Examine report to become aware of locations where hazardous materials are present.
- D. Storage *or* sale of removed items or materials on-site will not be permitted.

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

PART 2- PRODUCTS (Not Used)

PART 3- EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
  - 1. Comply with requirements for existing services/systems interruptions specified in Division 1 Section "Summary."

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
  - 2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
  - 3. Protect existing site improvements, appurtenances, and landscaping to remain.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

- C. Temporary Shoring: Provide and maintain shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations.
- B. Reuse of Building Elements: Do not demolish building elements beyond what is indicated.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 PATCHING AND REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.
- B. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
- C. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  - 1. Do not allow demolished materials to accumulate on-site, all debris shall be removed from the site daily.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.8 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 017320

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcing, mix design, placement procedures, and finishes.
- B. Integrally Colored Concrete; Section 033750

1.3 SUBMITTALS

- A. General - Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, joint systems, curing compounds and others as requested by engineer.
- C. Shop drawings for reinforcement, prepared by registered Professional Engineer for fabrication, bending, and placement of concrete reinforcement. Comply with ACI SP-66 (88), "ACI Detailing Manual," showing bar schedules, stirrup spacing, diagrams of bent bars, and arrangement of concrete reinforcement. Include special reinforcement required for openings through concrete structures.
- D. Shop drawings for formwork, prepared by a registered Professional Engineer for fabrication and erection of forms for specific finished concrete surfaces. Show form construction including jointing, special form joint or reveals, location and pattern of form tie placement, and other items that affect exposed concrete visually.
  - 1. Architect's review is for general architectural applications and features only. Design of formwork for structural stability and efficiency is Contractor's responsibility.
- E. Samples of materials as requested by Architect, including names, sources, and descriptions, as follows:
  - 1. Normal weight aggregates.
  - 2. Fibrous reinforcement.
  - 3. Reglets.
- F. Laboratory test reports for concrete materials and mix design test.
- G. Materials certificates in lieu of materials laboratory test reports when permitted by Architect. Materials certificates shall be signed by manufacturer and Contractor, certifying that each material

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

item complies with or exceeds specified requirements. Provide certification from admixture manufacturers that chloride content complies with specification requirements.

- H. Provide certification for the recycled content of all materials used in cast in place concrete. Provide certification that all concrete is manufactured within 25 miles of the project.

1.4 QUALITY ASSURANCE

- A. Codes and Standards - Comply with provisions of following codes, specifications, and standards, except where more stringent requirements are shown or specified:
1. ACI 318, "Building Code Requirements for Reinforced Concrete."
  2. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice."
- B. Concrete Testing Service - Engage a testing laboratory acceptable to to perform material evaluation tests and to design concrete mixes.
- C. Materials and installed work may require testing and retesting at any time during progress of work. Tests, including retesting of rejected materials for installed work, shall be done at Contractor's expense.

PART 2 - PRODUCTS

2.1 FORM MATERIALS

- A. Forms for Exposed Finish Concrete - Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.
1. Use overlaid plywood complying with U.S. Product Standard PS-1 "A-C or B-B High Density Overlaid Concrete Form," Class I.
  2. Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood," Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.
- B. Forms for Unexposed Finish Concrete - Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.
- C. Form Coatings - Provide commercial formulation form-coating compounds with a maximum VOC of 350 mg/l that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
- D. Form Ties - Factory-fabricated, adjustable-length, removable or snap-off metal form ties, designed to prevent form deflection and to prevent spalling concrete upon removal. Provide units that will leave no metal closer than 1-1/2 inches to exposed surface.
1. Provide ties that, when removed, will leave holes not larger than 1-inch diameter in



CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

concrete surface.

2.2 REINFORCING MATERIALS

- A. Reinforcing Bars - ASTM A 615, Grade 60, deformed.
- B. Galvanized Reinforcing Bars - ASTM A 767, Class II (2.0 oz. zinc psf) hot-dip galvanized, after fabrication and bending.
- C. Epoxy-Coated Reinforcing Bars - ASTM A 934.
- D. Steel Wire - ASTM A 82, plain, cold-drawn steel.
- E. Welded Deformed Steel Wire Fabric - ASTM A 497.
- F. Supports for Reinforcement - Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire-bar-type supports complying with CRSI specifications.
  - 1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
  - 2. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs that are plastic protected (CRSI, Class 1) or stainless steel protected (CRSI, Class 2).

2.3 CONCRETE MATERIALS

- A. Portland Cement - ASTM C 150, Type I or Type II or ASTM C1157, Type LH or GU.
  - 1. Use one brand of cement throughout project unless otherwise acceptable to Architect.
- B. Supplementary Cementitious Materials:
  - 1. Fly Ash: not permitted.
  - 2. Ground Granulated Blast-Furnace Slag: not permitted.
- C. Normal Weight Aggregates - ASTM C 33 and as herein specified. Provide aggregates from a single source for exposed concrete.
  - 1. For exterior exposed surfaces, do not use fine or coarse aggregates containing spalling-causing deleterious substances.
  - 2. Local aggregates not complying with ASTM C 33 but that special tests or actual service have shown to produce concrete of adequate strength and durability may be used when acceptable to Architect.
  - 3. Combined aggregate gradation for slabs and other designated concrete shall be 8% - 18% for large top size aggregates (1½ in.) or 8% - 22% for smaller top size aggregates (1 in. or

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

$\frac{3}{4}$  in.) retained on each sieve below the top size and above the No. 100.

- E. Water - Drinkable.
- F. Admixtures, General - Provide admixtures for concrete that contain not more than 0.1 percent chloride ions.
- G. Air-Entraining Admixture - ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
  - 1. Available Products - Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
  - 2. Products: Subject to compliance with requirements, provide one of the following:
    - a. "Air-Mix" or "AEA-92," Euclid Chemical Co.
    - b. "Darex AEA" or "Daravair," W.R. Grace & Co.
    - c. "MB-VR" or "Micro-Air," Master Builders, Inc.
    - d. "Sika AER," Sika Corp.
- H. Water-Reducing Admixture - ASTM C 494, Type A.
  - 1. Available Products - Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
  - 2. Products: Subject to compliance with requirements, provide one of the following:
    - a. "Eucon WR-75" or "Eucon WR-91," Euclid Chemical Co.
    - b. "WRDA," W.R. Grace & Co.
    - c. "Pozzolith Normal" or "Polyheed," Master Builders, Inc.
    - d. "Plastocrete 161," Sika Corp.
- I. High-Range Water-Reducing Admixture (Superplasticizer) - ASTM C 494, Type F or Type G.
  - 1. Available Products - Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
  - 2. Products - Subject to compliance with requirements, provide one of the following:
    - a. "Eucon 37/1037" or "Plastol 341/5000," Euclid Chemical Co.
    - b. "WRDA 19" or "Daracem," W.R. Grace & Co.
    - c. "Rheobuild," Master Builders, Inc.
    - d. "Sikament 300," Sika Corp.
- J. Water-Reducing, Accelerating Admixture - ASTM C 494, Type E.
  - 1. Available Products - Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
  - 2. Products - Subject to compliance with requirements, provide one of the following:

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

- a. "Accelguard 80", "Accelguard 90" or "NCA," Euclid Chemical Co.
  - b. "Daraset," W.R. Grace & Co.
  - c. "Pozzutec 20," Master Builders, Inc.
- K. Water-Reducing, Retarding Admixture - ASTM C 494, Type D.
  - 1. Available Products - Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
  - 2. Products - Subject to compliance with requirements, provide one of the following:
    - a. "Eucon Retarder 75," Euclid Chemical Co.
    - b. "Daratard-17," W.R. Grace & Co.
    - c. "Pozzolith 100XR," Master Builders, Inc.
    - d. "Plastiment," Sika Corporation.
- L. Fibrous Reinforcement - Engineered polypropylene fibers designed for secondary reinforcement of concrete slabs.
  - 1. Structural Fibers: Structural fibers shall be a patented coarse monofilament, self-fibrillating, polypropylene/polyethylene blend in accordance with ASTM C1116, Paragraph 4.1.3, Type III. Structural fiber shall have a minimum tensile strength of 73 – 80 ksi, minimum length of 2 inches, thickness of 0.015 inches and width of 0.045 inches.
    - a. Available Products - Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
    - b. Products - Subject to compliance with requirements, provide one of the following:
      - 1) "Tuf-Strand SF," Euclid Chemical Co.
  - 2. Synthetic Fibers: Monofilament or fibrillated polypropylene fibers for secondary reinforcing of concrete slabs and members. The product shall have a UL rating.
    - a. Available Products - Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
    - b. Products - Subject to compliance with requirements, provide one of the following:
      - 1) "Fiberstrand 100," Euclid Chemical Co.
      - 2) "Fibermesh," Fibermesh, Inc.
      - 3) "Forta CR," Forta Corp.
      - 4) "Grace Fibers," W.R. Grace & Co.
- M. Corrosion Inhibitor: Corrosion inhibitor: 30% calcium nitrite (where called for in the specifications or on the drawings).
  - 1. Available Products - Subject to compliance with requirements, products that may be

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

incorporated in the work include, but are not limited to, the following:

2. Products - Subject to compliance with requirements, provide one of the following at 3 gal/cy:
  - a. "Eucon CIA," Euclid Chemical Co.
  - b. "DCI," W.R. Grace & Co.
- N. Shrinkage compensation admixture: Shrinkage Reducing and Compensating Admixture: For shrinkage reduction per ASTM C 157 or shrinkage compensation per ASTM C 878.
  1. Products - Subject to compliance with requirements, provide the following:
    - a. "CONEX," Euclid Chemical Co.

2.4 RELATED MATERIALS

- A. Reglets - Where resilient or elastomeric sheet flashing or bituminous membranes are terminated in reglets, provide reglets of not less than 0.0217 inch thick (26-gage) galvanized sheet steel. Fill reglet or cover face opening to prevent intrusion of concrete or debris.
- B. Waterstops - Provide flat, dumbbell-type or centerbulb-type waterstops at construction joints and other joints as indicated. Size to suit joints.
- C. Mineral Aggregate Hardener: The specified mineral aggregate hardener shall be formulated, processed and packaged under stringent quality control at the manufacturer's owned and controlled factory. The hardener shall be a factory-blended mixture of specially processed graded mineral aggregate, selected portland cement and necessary plasticizing agents. Product shall be "Surflex" by The Euclid Chemical Co. or "Mastercron" by Master Builders.
- D. Absorptive Cover - Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHTO M 182, Class 2.
- E. Moisture-Retaining Cover - One of the following, complying with ASTM C 171.
  1. Waterproof paper.
  2. Polyethylene film.
  3. Polyethylene-coated burlap.
- F. Curing Compounds:
  1. Curing and Sealing Compound (VOC Compliant, 700 g/l): Liquid type membrane-forming curing compound, clear styrene acrylate type, complying with ASTM C1315, Type I, Class B, 25% solids content minimum. Moisture loss shall be not more than 0.30 Kg/m<sup>2</sup> when applied at 300 sq. ft./gal. Manufacturer's certification is required.
    - a. Available Products - Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

- b. Products - Subject to compliance with requirements, provide one of the following:
  - 1) "Super Rez Seal," The Euclid Chemical Company
  - 2) "Masterseal 30," Master Builders.
  - 3) "Kure N Seal 30," Sonneborn
- 2. Clear Curing and Sealing Compound (VOC Compliant, 350 g/l): Water based membrane-forming curing compound, clear styrene acrylate type, complying with ASTM C1315, Type I, Class A, 25% solids content minimum. Moisture loss shall be not more than 0.40 Kg/m<sup>2</sup> when applied at 300 sq. ft./gal. Manufacturer's certification is required.
  - a. Available Products - Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
  - b. Products - Subject to compliance with requirements, provide one of the following:
    - 1) "Super Diamond Clear VOX" or "Super Aqua Cure VOX," The Euclid Chemical Company
    - 2) "Masterkure 100W," Master Builders
    - 3) Curing Compound (Strippable): The compound shall conform to ASTM C309. For use on slabs receiving subsequent applied finishes and where noted on the drawings. Provide "Kurez DR VOX or Kurez W VOX" by The Euclid Chemical Company. Install in strict accordance with the manufacturer's recommendation and supervision.
- G. Epoxy Adhesive - ASTM C 881, two-component material suitable for use on dry or damp surfaces. Provide material "Type," "Grade," and "Class" to suit project requirements.
  - 1. Available Products - Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
  - 2. Products - Subject to compliance with requirements, provide one of the following:
    - a. "Euco Epoxy System #452 or #620," Euclid Chemical Co.
    - b. "Concresive 1001," Master Builders, Inc.
    - c. "Sikadur 32 Hi-Mod," Sika Corp.
- H. Polymer Patching Mortar: "Thin Top Supreme or Concrete Top Supreme (horizontal repairs), "Verticoat or Verticoat Supreme" (vertical and overhead repairs) by The Euclid Chemical Co. or "Sikatop 121 or 122" (horizontal repairs), "Sikatop 123" (vertical and overhead repairs) by Sika Chemical Corp. These patching mortars may be used when color match of the adjacent concrete is not required. Prior approval by the Engineer is required
- I. High Strength Flowing Repair Mortar: For forming and pouring structural members, or large horizontal repairs, provide the flowable one-part, high strength microsilica modified repair mortar with 3/8" aggregate. The product shall achieve 9000 psi @ 28-days at a 9-inch slump. Provide "Eucocrete" by The Euclid Chemical Co. or "Euco Speed MP" (Cold Weather) by The Euclid Chemical Co.

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

J. Grout

1. Non-Shrink, Non-Metallic Grout: The non-shrink grout shall be a factory pre-mixed grout and shall conform to ASTM C1107, "Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-Shrink)." In addition, the grout manufacturer shall furnish test data from an independent laboratory indicating that the grout when placed at a fluid consistency shall achieve 95% bearing under a 4' x 4' base plate. Provide one of the following:
  - a. "NS Grout" by The Euclid Chemical Co.
  - b. "Five Star Grout" by U.S. Grout Corp.
  - j. "Masterflow 713" by Master Builders
2. High Flow Grout: Where high fluidity and/or increased placing time is required, use high flow grout. The factory pre-mixed grout shall conform to ASTM C1107, "Standard Specification for Packages Dry, Hydraulic-Cement Grout (Non-Shrink)." In addition, the grout manufacturer shall furnish test data from an independent laboratory indicating that the grout when placed at a fluid consistency shall achieve 95% bearing under a 18" x 36" base plate. Provide one of the following:
  - a. "Hi-Flow Grout" by The Euclid Chemical Co.
  - b. "Masterflow 928" by Master Builders

K. Liquid Sealer/Densifier: High performance, deeply penetrating concrete densifier; odorless, colorless, VOC - compliant, non-yellowing silicate based solution designed to harden, dustproof and protect concrete floors subjected to heavy vehicular traffic and to resist black rubber tire marks on concrete surfaces. The compound must contain a minimum solids content of 20% of which 50% is silicate. Provide Diamond Hard by The Euclid Chemical Company.

L. Semi-Rigid Joint Filler: The semi-rigid joint filler shall be a two (2) component, 100% solids compound with a minimum shore A hardness of 80. Products: Subject to compliance with requirements, provide one of the following: "Euco 700" or "QWIKjoint 200" by The Euclid Chemical Company.

2.5 PROPORTIONING AND DESIGN OF MIXES

- A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301, Section 4.2.3. If trial batch method used, use an independent testing facility acceptable to Architect for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing.
  1. Supplementary cementitious materials such as fly ash and blast furnace slag quantities are as shown in Paragraph 2.03. B.
- B. Submit written reports to Architect of each proposed mix for each class of concrete at least 15 days prior to start of work. Submit the mix design submittals on the Mix Design Submittal Form included at the end of this specification. Do not begin concrete production until proposed mix designs have been reviewed by Architect. Submit shrinkage test in accordance with ASTM C157 modified 7 day wet curing.
- C. Design mixes to provide normal weight concrete with the following properties, as indicated on

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

drawings and schedules:

1. Self-Consolidating Concrete: Use where indicated on the plans. Minimum flow of 20" or as required by the successful test placement. All self-consolidating concrete shall contain the specified high-range water-reducing admixture and viscosity-modifying admixture as required. Required workability, pumpability, surface finish, and setting time must be verified with a successful test placement onsite.
2. "Quick Dry" Concrete: Maximum W/cm – 0.40, superplasticized, 3% maximum air content. The floor finish shall be as required by the manufacturer of the specified floor coating or covering.
3. 4000-psi, 28-day compressive strength; W/cm of 0.50 maximum.

- D. Adjustment to Concrete Mixes - Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant, as accepted by Architect. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Architect before using in work.

2.6 ADMIXTURES

- A. Use water-reducing admixture or high-range water-reducing admixture (Superplasticizer) in concrete as required for placement and workability.
- B. Use nonchloride accelerating admixture in concrete slabs placed at ambient temperatures below 50 deg F (10 deg C).
- C. Use high-range water-reducing admixture (HRWR) in pumped concrete, concrete for industrial slabs, self-consolidating concrete, architectural concrete, concrete containing fibers, parking structure slabs, concrete required to be watertight, and concrete with water/cement ratios below 0.50.
- D. Use high-range water-reducing admixture (HRWR) and viscosity modifying admixture (VMA) as required in all self-consolidating concrete. Self-consolidating concrete shall be used for all architectural concrete, heavily reinforced concrete and concrete for structural repairs.
- E. Use air-entraining admixture in exterior exposed concrete unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content with a tolerance of plus or minus 1-1/2 percent within following limits:
  1. Concrete structures and slabs exposed to weather;
    - a. 1.5 percent, 1-1/2-inch max. aggregate.
  2. Use admixtures for water reduction and set control in strict compliance with manufacturer's directions.

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

5. Slump Limits - Proportion and design mixes to result in concrete slump at point of placement as follows:
  - a. Ramps, slabs, and sloping surfaces - Not more than 3 inches.
  - b. Reinforced foundation systems - Not less than 1 inch and not more than 3 inches.
  - c. Concrete containing HRWR admixture (Superplasticizer) - Not more than 8 inches after addition of HRWR to site-verified 2-inch to 3-inch slump concrete. Use 3-inch to 4-inch initial slump for lightweight concrete and concrete receiving a "dry-shake" hardener.
  - d. Other concrete - Not more than 4 inches.

2.7 CONCRETE MIXING

- A. Job-Site Mixing - Mix materials for concrete in appropriate drum-type batch machine mixer. For mixers of one cu. yd. or smaller capacity, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released. For mixers of capacity larger than one cu. yd., increase minimum 1-1/2 minutes of mixing time by 15 seconds for each additional cu. yd. or fraction thereof.
- B. Provide batch ticket for each batch discharged and used in work, indicating project identification name and number, date, mix type, mix time, quantity, and amount of water introduced.
- C. Ready-Mix Concrete - Comply with requirements of ASTM C 94, and as specified.
  1. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

2.8 PRE CONCRETE CONFERENCE

- A. At least 35 calendar days prior to the start of the concrete construction schedule, the Contractor shall conduct a meeting to review the proposed mix designs and to discuss the required methods and procedures to achieve the required concrete construction. The Contractor shall send a pre-concrete conference agenda to all attendees 20 days prior to the scheduled date of the conference.
- B. The Contractor shall require responsible representatives of every party who is concerned with the concrete work to attend the conference, including but not limited to the following:
  1. Contractor's superintendent - Laboratory responsible for the concrete design mix - Laboratory responsible for field quality control - Concrete Subcontractor - Ready-mix concrete producer - Admixture manufacturer(s) - Concrete pumping equipment manufacturer.
- C. Minutes of the meeting shall be recorded, typed and printed by the Contractor and distributed by him to all parties concerned within 5 days of the meeting. One copy of the minutes shall also be transmitted to the following for information purposes: Owner's representative - Resident Engineer - Consultant Engineer.



CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

- C. The minutes shall include a statement by the concrete Contractor indicating that the proposed mix design and placing can produce the concrete quality required by these specifications.

PART 3 – EXECUTION

3.1 GENERAL

- A. Coordinate the installation of joint materials and vapor barriers with placement of forms and reinforcing steel.

3.2 FORMS

- A. General – Design, erect, support, brace, and maintain formwork to support vertical and lateral, static and dynamic loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain formwork construction tolerances complying with ACI 347.
- B. Construct forms to sizes, shapes, lines, and dimensions shown and to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent leakage of cement paste.
- C. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.
- D. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- E. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
- F. Provisions for Other Trades - Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.
- G. Cleaning and Tightening - Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retighten forms and bracing before concrete placement as required to prevent mortar leaks and maintain proper alignment.

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

3.3 PLACING REINFORCEMENT

- A. General - Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports and as herein specified.
- B. Avoiding cutting or puncturing vapor retarder during reinforcement placement and concreting operations.
- C. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that reduce or destroy bond with concrete.
- D. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as approved by Architect.
- E. Place reinforcement to obtain at least minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- F. Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.4 JOINTS

- A. Construction Joints - Locate and install construction joints as indicated or, if not indicated, locate so as not to impair strength and appearance of the structure, as acceptable to Architect.
- B. Provide keyways at least 1-1/2 inches deep in construction joints in walls and slabs and between walls and footings. Accepted bulkheads designed for this purpose may be used for slabs.
- C. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints except as otherwise indicated. Do not continue reinforcement through sides of strip placements.
- D. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.
- E. Isolation Joints in Slabs-on-Ground - Construct isolation joints in slabs-on-ground at points of contact between slabs-on-ground and vertical surfaces, such as column pedestals, foundation walls, grade beams, and elsewhere as indicated.
  - 1. Joint filler and sealant materials are specified in Division 7 Sections of these specifications.
- F. Contraction (Control) Joints in Slabs-on-Ground: Maximum joint spacing shall be 36 times the slab thickness unless otherwise noted on the drawings. The Soff-Cut saw shall be used

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

immediately after final finishing and to a depth of 1-1/4". A conventional saw shall be used as soon as possible without dislodging aggregate and to a depth of 1/4 slab thickness.

1. Form contraction joints by inserting premolded plastic, hardboard, or fiberboard strip into fresh concrete until top surface of strip is flush with slab surface. Tool slab edges round on each side of insert. After concrete has cured, remove inserts and clean groove of loose debris.
2. Contraction joints in unexposed floor slabs may be formed by saw cuts as soon as possible after slab finishing as may be safely done without dislodging aggregate.
3. If joint pattern not shown, provide joints not exceeding 18 feet in either direction and located to conform to bay spacing wherever possible (at column centerlines, half bays, third bays).

- H. Semi-rigid joint filler is specified in Division 7 Sections of these specifications.

### 3.5 INSTALLATION OF EMBEDDED ITEMS

- A. General - Set and build into work anchorage devices and other embedded items required for other work that is attached to or supported by cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached thereto.
- B. Install reglets to receive top edge of foundation sheet waterproofing and to receive thru-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, relieving angles, and other conditions.
- C. Forms for Slabs - Set edge forms, bulkheads, and intermediate screed strips for slabs to obtain required elevations and contours in finished surfaces. Provide and secure units to support screed strips using strike-off templates or compacting-type screeds.

### 3.6 PREPARATION OF FORM SURFACES

- A. General - Coat contact surfaces of forms with an approved, nonresidual, low-VOC, form-coating compound before reinforcement is placed.
- B. Do not allow excess form-coating material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.
- C. Coat steel forms with a nonstaining, rust-preventative material. Rust-stained steel formwork is not acceptable.

### 3.7 CONCRETE PLACEMENT

- A. Inspection - Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work.

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

- B. General - Comply with ACI 304, "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete," and as herein specified.
- C. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete that has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete to avoid segregation at its final location.
- D. Placing Concrete in Forms - Deposit concrete in forms in horizontal layers not deeper than 24 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
  - 1. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.
  - 2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.
- E. Placing Concrete Slabs - Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.
  - 1. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  - 2. Bring slab surfaces to correct level with straightedge and strike off. Use highway bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
  - 3. Maintain reinforcing in proper position during concrete placement.
- F. Cold-Weather Placing - Comply with provisions of ACI 306 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
- G. When air temperature has fallen to or is expected to fall below 40 deg F (4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
  - 1. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  - 2. Use only the specified non-corrosive accelerator. Calcium chloride, thiocyanates or admixtures containing more than 0.05 percent chloride ions are not permitted.

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

- H. Hot-Weather Placing - When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F (32 deg C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Use of liquid nitrogen to cool concrete is Contractor's option.
  2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
  3. Fog spray forms, reinforcing steel, and subgrade just before concrete is placed.
  4. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, when acceptable to Architect.
  5. The specified evaporation retarder shall be applied one or more times during the finishing operation when the evaporation rate is high and plastic shrinkage cracking can result. For use when concrete operations must be performed in direct sun, wind, high temperatures, and/or low humidity

3.8 FINISH OF FORMED SURFACES

- A. Rough Form Finish - For formed concrete surfaces not exposed to view in the finish work or concealed by other construction. This is the concrete surface having texture imparted by form-facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4 inch in height rubbed down or chipped off.
- B. Smooth Form Finish - For formed concrete surfaces exposed to view or to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting, or other similar system. This is an as-cast concrete surface obtained with selected form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch defective areas with fins and other projections completely removed and smoothed.
- C. Architectural Concrete (Smooth Form Surfaces): Provide smooth, glossy finish upon form removal with no patching, stoning, or other form of repair, except washing, permitted unless otherwise noted, for walls, columns, and other surfaces visible to view when the work is complete.
- D. Smooth Rubbed Finish - Provide smooth rubbed finish to scheduled concrete surfaces, which have received smooth form finish treatment, not later than one day after form removal.
1. Moisten concrete surfaces and rub with carborundum brick or other abrasive until a uniform color and texture is produced. Do not apply cement grout other than that created by the rubbing process.
- E. Grout-Cleaned Finish - Provide grout-cleaned finish to scheduled concrete surfaces that have received smooth form finish treatment.

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

1. Combine one part portland cement to 1-1/2 parts fine sand by volume, and a 50:50 mixture of acrylic or styrene butadiene-based bonding admixture and water to consistency of thick paint. Blend standard portland cement and white portland cement, amounts determined by trial patches, so that final color of dry grout will match adjacent surfaces.
  2. Thoroughly wet concrete surfaces, apply grout to coat surfaces, and fill small holes. Remove excess grout by scraping and rubbing with clean burlap. Keep damp by fog spray for at least 36 hours after rubbing.
- F. Related Unformed Surfaces - At tops of walls, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.9 MONOLITHIC SLAB FINISHES

- A. Scratch Finish - Apply scratch finish to monolithic slab surfaces to receive concrete floor topping or mortar setting beds for tile, portland cement terrazzo, and other bonded applied cementitious finish flooring material, and as otherwise indicated.
1. After placing slabs, plane surface to tolerances for floor flatness (Ff) of 15 and floor levelness (Fl) of 13. Slope surfaces uniformly to drains where required. After leveling, roughen surface before final set with stiff brushes, brooms, or rakes.
- B. Float Finish - Apply float finish to monolithic slab surfaces to receive trowel finish and other finishes as hereinafter specified; slab surfaces to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo; and as otherwise indicated.
1. After screening, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating, using float blades or float shoes only, when surface water has disappeared, when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats or by hand-floating if area is small or inaccessible to power units. Check and level surface plane to tolerances of Ff 20 - Fl 17. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.
- D. Trowel and Fine Broom Finish - Where ceramic or quarry tile is to be installed with thin-set mortar, apply trowel finish as specified, then immediately follow with slightly scarifying surface by fine brooming. Texture shall be as approved by Architect from sample panel.
- E. Nonslip Broom Finish - Apply nonslip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
1. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.
- F. Nonslip Finish - After completion of float finishing and before starting trowel finish, uniformly

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

spread 25 lbs. of dampened nonslip aggregate per 100 sq. ft. of surface. Tamp aggregate flush with surface using a steel trowel, but do not force below surface. After broadcasting and tamping, apply trowel finishing as herein specified.

1. After curing, lightly work surface with a steel wire brush, or an abrasive stone, and water to expose nonslip aggregate.

3.11 CONCRETE CURING AND PROTECTION

- A. General - Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. In hot, dry, and windy weather, protect concrete from rapid moisture loss before and during finishing operations with an evaporation-control material. Apply in accordance with manufacturer's instructions after screeding and bull floating, but before power floating and troweling.
- B. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days.
- C. Curing Methods - Perform curing of concrete by curing and sealing compound, by moist curing, by moisture-retaining cover curing, and by combinations thereof, as herein specified.
- D. Provide moisture curing by following methods.
  1. Keep concrete surface continuously wet by covering with water.
  2. Use continuous water-fog spray.
  3. Cover concrete surface with specified absorptive cover, thoroughly saturate cover with water, and keep continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4-inch lap over adjacent absorptive covers.
- E. Provide moisture-cover curing as follows:
  1. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
- F. Provide curing and sealing compound to all exposed interior slabs, not receiving a liquid densifier, and troweled slabs receiving mastic applied adhesives or "shake-on" hardeners shall be cured with the specified curing and sealing compound. Exterior slabs, sidewalks, curbs, and architectural concrete, not receiving a penetrating sealer, shall be cured with the specified clear, non-yellowing curing and sealing compound. Maximum coverage shall be 400 ft<sup>2</sup>/gallon on steel troweled surfaces and 300 ft<sup>2</sup>/gallon on floated or broomed surfaces for the curing/sealing compound.
- G. Provide the specified strippable curing compound to other interior slabs.
- H. Curing Formed Surfaces - Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces, by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

above, as applicable.

- I. Curing Unformed Surfaces - Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces, by application of appropriate curing method.
- J. Final cure concrete surfaces to receive liquid sealer/densifier or finish flooring by use of moisture-retaining cover or strippable curing compound, unless otherwise directed.

3.12 REMOVAL OF FORMS

- A. General - Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form-removal operations, and provided curing and protection operations are maintained.
- B. Formwork supporting weight of concrete, such as beam soffits, joists, slabs, and other structural elements, may not be removed in less than 14 days and until concrete has attained at least 75 percent of design minimum compressive strength at 28 days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or members.
- C. Form-facing material may be removed 4 days after placement only if shores and other vertical supports have been arranged to permit removal of form-facing material without loosening or disturbing shores and supports.

3.13 REUSE OF FORMS

- A. Clean and repair surfaces of forms to be reused in work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-coating compound as specified for new formwork.
- B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces except as acceptable to Architect.

3.14 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In - Fill in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.
- B. Reinforced Masonry - Provide concrete grout for reinforced masonry lintels and bond beams where indicated on drawings and as scheduled. Maintain accurate location of reinforcing steel during concrete placement.



CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

- C. Grout base plates and foundations as indicated using specified non-shrink grout. Use non-metallic grout for exposed conditions, unless otherwise indicated. Where high fluidity and/or increased placing time is required use the specified high flow grout. This grout shall be used for all base plates larger than 10 square feet.

3.15 CONCRETE SURFACE REPAIRS

- A. Patching Defective Areas - Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Architect.
1. Cut out honeycomb, rock pockets, voids over 1/4 inch in any dimension, and holes left by tie rods and bolts, down to solid concrete but in no case to a depth of less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with specified bonding agent. Place patching mortar before bonding compound has dried.
  2. For exposed-to-view surfaces, blend white portland cement and standard portland cement so that, when dry, patching mortar will match color surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.
- B. Repair of Formed Surfaces - Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Architect. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on surface, and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with dry-pack mortar, or precast cement cone plugs secured in place with bonding agent.
1. Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.
- C. Repair of Unformed Surfaces - Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope and smoothness by using a template having required slope.
1. Repair finished unformed surfaces that contain defects that affect durability of concrete. Surface defects, as such, include crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through nonreinforced sections regardless of width, spalling, popouts, honeycomb, rock pockets, and other objectionable conditions.
  2. Correct high areas in unformed surfaces by grinding after concrete has cured at least 14 days.
  3. Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out low areas and replacing with patching compound. Finish repaired areas to blend into adjacent concrete. Use the specified underlayment or polymer repair compounds when acceptable to Architect.

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

4. Repair defective areas, except random cracks and single holes not exceeding 1 inch in diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
- D. Repair isolated random cracks and single holes not over 1 inch in diameter by dry-pack method. Groove top of cracks and cut out holes to sound concrete and clean of dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of one part portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Place dry-pack before bonding compound has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.
- E. Perform structural repairs with prior approval of Architect for method and procedure, using specified epoxy adhesive and mortar.
- F. Repair methods not specified above may be used, subject to acceptance of Architect.

3.16 QUALITY CONTROL TESTING DURING CONSTRUCTION

- A. General - The Contractor shall employ a testing laboratory to perform tests and to submit test reports.
- B. Sampling and testing for quality control during placement of concrete may include the following, as directed by Architect.
- C. Sampling Fresh Concrete - ASTM C 172, except modified for slump to comply with ASTM C 94.
  1. Slump - ASTM C 143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.
  2. Air Content - ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231 pressure method for normal weight concrete; one for each day's pour of each type of air-entrained concrete.
  3. Water Content: The water content of freshly mixed concrete will be tested each time cylinders are taken for designated concrete and as directed by the Engineer in accordance with AASHTO T318 Measurement of Water Content of Fresh Concrete Using the Microwave Oven.
  4. Concrete Temperature - Test hourly when air temperature is 40 deg F (4 deg C) and below, when 80 deg F (27 deg C) and above, and each time a set of compression test specimens is made.
  5. Compression Test Specimen - ASTM C 31; one set of 4 standard cylinders for each

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory-cured test specimens except when field-cure test specimens are required.

6. Compressive Strength Tests - ASTM C 39; one set for each day's pour exceeding 5 cu. yds. plus additional sets for each 50 cu. yds. more than the first 25 cu. yds. of each concrete class placed in any one day; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required.
7. When frequency of testing will provide fewer than 5 strength tests for a given class of concrete, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.
8. When total quantity of a given class of concrete is less than 50 cu. yds., Architect may waive strength test if adequate evidence of satisfactory strength is provided.
9. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.
10. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500psi.
10. Test results will be reported in writing to Owner, Structural Engineer, Ready-Mix Producer, and Contractor within 24 hours after tests. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day tests and 28-day tests.
11. Non-Compliant Test Reports: All test reports indicating non-compliance should be faxed immediately to all parties on the test report distribution list. Copies shall be on different colored paper.
12. Nondestructive Testing - Impact hammer, sonoscope, or other nondestructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.
13. Additional Tests - The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Architect. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with
  1. ASTM C 42, or by other methods as directed. Contractor shall pay for such tests when unacceptable concrete is verified.

END OF SECTION 033000

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

SECTION 033750 INTEGRALLY COLORED CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to Work of this Section.
- B. Section Includes:
  - 1. Integrally colored concrete sidewalks and walls.
  - 2. Curing of integrally colored concrete.
- C. Related Sections:
  - 1. Division 3 Section "Cast-In-Place Concrete" for general applications of concrete and coordination of sample submittal and color selection.
  - 2. Division 7 Section "Joint Sealants" for colored sealant for joints.

1.2 REFERENCES

- A. American Concrete Institute (ACI):
  - 1. ACI 301 "Specification for Structural Concrete for Buildings."
  - 2. ACI 302 IR "Recommended Practice for Concrete Floor and Slab Construction."
  - 3. ACI 303.1 "Standard Specification for Cast-In-Place Architectural Concrete."
  - 4. ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing of Concrete."
  - 5. ACI 305R "Recommended Practice for Hot Weather Concreting."
  - 6. ACI 306R "Recommended Practice for Cold Weather Concreting."
- B. American Society for Testing and Materials (ASTM):
  - 1. ASTM C309 "Liquid Membrane-Forming Compounds for Curing Concrete."
  - 2. ASTM C494 "Standard Specification for Chemical Admixtures for Concrete."
  - 3. ASTM C979 "Standard Specification for Pigments for Integrally Colored Concrete."
- C. American Association of State Highway and Transportation Officials (AASHTO):
  - 1. AASHTO M194 "Chemical Admixtures."

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's complete technical data sheets for the following:
  - 1. Colored admixture.
  - 2. Curing compound.
- B. Design Mixes: For each type of integrally colored concrete.

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

- C. Samples for Initial Selection: Manufacturer's color charts showing full range of colors available.
- D. Qualification Data: For firms indicated in "Quality Assurance" Article, including list of completed projects.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer with 10-years experience in the production of specified products.
- B. Installer Qualifications: An installer with 5 years' experience with work of similar scope and quality.
- C. Comply with the requirements of ACI 301.
- D. Obtain each specified material from same source and maintain high degree of consistency in workmanship throughout Project.
- E. Notification of manufacturer's authorized representative shall be given at least 1-week before start of Work.
- F. Integrally Colored Concrete Mockups:
  - 1. Provide under provisions of Division 1 Section "Quality Control."
  - 2. At location on Project selected by Engineer, place and finish 4 feet by 4 feet sidewalk area and 4 foot long wall. Match existing color of existing sidewalk and wall.
  - 3. For accurate color, the quantity of concrete mixed to produce the sample should not be less than 3 cubic yards (or not less than 1/3 the capacity of the mixing drum on the ready-mix truck) and should always be in full cubic yard increments. Excess material shall be discarded according to local regulations.
  - 4. Construct mockup using processes and techniques intended for use on permanent work, including curing procedures. Include samples of control, construction, and expansion joints in sample panels. Mockup shall be produced by the individual workers who will perform the work for the Project.
  - 5. Retain samples of cements, sands, aggregates and color additives used in mockup for comparison with materials used in remaining work.
  - 6. Accepted mockup provides visual standard for work of Section.
  - 7. Mockup shall remain through completion of work for use as a quality standard for finished work.
  - 8. Remove mockup when directed.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Colored Admixture: Comply with manufacturer's instructions. Deliver colored admixtures in original, unopened packaging. Store in dry conditions.

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

1.6 PROJECT CONDITIONS

- A. Integrally Colored Concrete Environmental Requirements:
  - 1. Schedule placement to minimize exposure to wind and hot sun before curing materials are applied.
  - 2. Avoid placing concrete if rain, snow, or frost is forecast within 24-hours. Protect fresh concrete from moisture and freezing.
  - 3. Comply with professional practices described in ACI 305R and ACI 306R.
- B. Schedule delivery of concrete to provide consistent mix times from batching until discharge. Mix times shall meet manufacturer's written recommendations.

1.7 PRE-JOB CONFERENCE

- A. One week prior to placement of integrally colored concrete a meeting will be held to discuss the Project and application materials.
- B. It is suggested that the Engineer, General Contractor, Subcontractor, Ready-Mix Concrete Representative, and a Manufacturer's Representative be present.

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURER

- A. L. M. SCOFIELD COMPANY, Douglasville, Georgia and Los Angeles, California (800) 800-9900 or the appropriate local contact: Eastern Division – 201-672-9050; Western Division – 323-720-3055; Central Division Office – 630-377-5959.

2.2 MATERIALS

- A. Colored Admixture for Integrally Colored Concrete: CHROMIX P<sup>®</sup> Admixture and CHROMIX ML<sup>®</sup>; L. M. SCOFIELD COMPANY.
1. Admixture shall be a colored, water-reducing, admixture containing no calcium chloride with coloring agents that are limeproof and ultra-violet resistant.
  2. Colored admixture shall conform to the requirements of ACI 303.1, ASTM C979, ASTM C494 and ASSHTO M194.
- B. Curing Compound for Integrally Colored Concrete: Curing compound shall comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integrally colored concrete.
1. Exterior Integrally Colored Concrete: LITHOCHROME<sup>®</sup> COLORWAX; L. M. SCOFIELD COMPANY. Use to cure exterior flatwork that will be allowed to cure naturally with only occasional maintenance.
- C. Curing and Sealing Compound: Cureseal-S<sup>™</sup> Matte; L. M. SCOFIELD COMPANY. Curing and sealing compound shall comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integrally colored concrete.
- D. SUBSTITUTIONS: The use of products other than those specified will be considered providing that the Contractor requests its use in writing within 14-days prior to bid date. This request shall be accompanied by the following:
1. A certificate of compliance from material manufacturer stating that proposed products meet or exceed requirements of this Section, including standards ACI 303.1, ASTM C979, ASTM C494 and AASHTO M194.
  2. Documented proof that proposed materials have a 10-year proven record of performance, confirmed by at least 5 local projects that Engineer can examine.

2.3 COLORS

- A. Concrete Colors:
1. Cement: Color shall be gray or white based on color selection.
  2. Sand: Color shall be locally available natural sand.
  3. Aggregate: Concrete producer's standard aggregate complying with specifications.
  4. Colored Admixture: As selected by Engineer from Scofield Color Chart A-312.
- B. Concrete Colors: Provide cement, sand, aggregate and colored admixture as required to match existing sidewalk and walls.

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

- C. Curing Compound: Color to match integrally colored concrete.

## 2.4 CONCRETE MIX DESIGN

- A. Minimum Cement Content: 6.5 sacks per cubic yard of concrete.
- B. Slump of concrete shall be consistent throughout Project at 4-inches or less. Super plasticizers or mid-range water reducers shall be used, slump shall not exceed 8-inches.
- C. Do not add calcium chloride to mix as it causes mottling and surface discoloration.
- D. Supplemental admixtures shall not be used unless approved by manufacturer.
- E. Do not add water to the mix in the field.
- F. Add colored admixture to concrete mix according to manufacturer's written instructions.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install concrete according to requirements of Division 3 Section "Cast-In-Place Concrete."
- B. Do not add water to concrete mix in the field.
- C. Surfaces shall be finished uniformly with the following finish:
  - 1. Broomed: Pull broom across freshly floated concrete to produce texture that matches exiting. Do not dampen brooms.

### 3.2 CURING

- A. Integrally Colored Concrete: Apply curing compound for integrally colored concrete according to manufacturer's instructions using manufacturer's recommended application techniques. Apply curing compound at consistent time for each pour to maintain close color consistency.
- B. Curing compound shall be same color as the colored concrete and supplied by same manufacturer of the colored admixture.
- C. Precautions shall be taken in hot weather to prevent plastic cracking resulting from excessively rapid drying at surface as described in CIP 5 *Plastic Shrinkage Cracking* published by the National Ready Mixed Concrete Association.
- D. Do not cover concrete with plastic sheeting.



CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

3.3 TOLERANCES

- A. Minor variations in appearance of integrally colored concrete, which are similar to natural variations in color and appearance of uncolored concrete, are acceptable.

3.4 APPLICATORS

- A. For a list of qualified contractors, contact your local Scofield representative or the appropriate Division Office: Eastern Division – 201-672-9050; Western Division – 323-720-3055; Central Division Office – 630-377-5959.

END OF SECTION 033750

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 QUALITY ASSURANCE

- A. Manufacturing Qualifications: The manufacturer of the specified product shall have in existence, for a minimum of 10 years, a program of training, certifying, and technically supporting a nationally organized Approved Contractor Program with annual re-certification of its participants.
- B. Contractor Qualifications: Contractors shall be an Approved Contractor of the manufacturer of the specified product, who has completed a program of instruction in the use of the specified joint filler, and provide a notarized certification from the manufacturer attesting to their Approved Contractor status.
- C. Guarantee: The Approved Contractor of the manufacturer of the specified product and manufacturer shall provide the Owner with a joint and several guarantee on the application and product covered in this specification.
- D. Provide a notarized certificate stating that repair material meets the specified requirements and have the manufacturer's current printed literature on the specified product.

1.03 DELIVERY, STORAGE AND HANDLING

- A. Deliver the specified product in original, unopened containers with the manufacturer's name, labels, product identification, and batch numbers.
- B. Store and condition the specified product as recommended by the manufacturer.

1.04 JOB CONDITIONS

- A. Environmental Conditions: Do not apply material if it is raining or snowing or if they appear to be imminent.
- B. Protection: Precautions should be taken to avoid damage to any surface near the work zone due to mixing and handling of the specified repair material.

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

PART 2 - SURFACE PREPARATION

2.01

- A. The joint and adjacent substrate must be clean, sound, dry and free of frost. Remove all traces of the old sealant, dust, grease, curing compounds, waxes, impregnations, foreign particles, efflorescence and other bond inhibiting materials from the surface by mechanical means, i.e. - sandblasting, etc., as approved by the Architect. Blow joint free of dust using compressed air line equipped with an oil trap.

1. Polyurethane sealant (Fig. 1a) Install backer rod (closed cell is preferred to open cell) to prevent 3-sided adhesion, control sealant depth and provide a tooling base.

Reference: ACI 504R-77 "Guide to Joint Sealants for Concrete Structures"  
Sealant Waterproofing Restoration Institute, Applicator Training  
Manual "Applying Sealants"

PART 3 - SCOPE - PRODUCT AND APPLICATION

3.01 ACCEPTABLE MANUFACTURERS

- A. Sikaflex 2c, as manufactured by Sika Corporation, Lyndhurst, New Jersey, is considered to conform to the requirements of this specification and has performed satisfactorily for joint sealing for a minimum of three years.
- B. Sikaflex Primer 429, as manufactured by Sika Corporation, Lyndhurst, New Jersey, is considered to conform to the requirements of this specification and has performed satisfactorily for joint sealing for a minimum of fifty years.
- C. Substitutions: The use of other than the specified product will be considered providing the Contractor requests its use in writing to the Architect. This request shall be accompanied by (a) A certificate of compliance from an approved independent testing laboratory that the proposed substitute product meets or exceeds the specified performance criteria, tested in accordance with the specified test standards; (b) Documented proof that the proposed substitute product has a fifteen year proven record of performance of joint sealing confirmed by actual field tests and five successful installations that the Architect can investigate.
1. The following manufacturers are equal:
- a. Euclid Chemical Company
  - b. Sonoborn
  - c. Scofield

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

3.02 PERFORMANCE CRITERIA

I. Sikaflex-2c

A. Properties of the mixed Polyurethane sealant:

1. Pot Life: 3-4 hours
2. Initial Cure (Tack-Free Time): 6-8 hours
3. Consistency: Non-sag/self-leveling
4. Color: 43 Architectural colors standard via color pack system

B. Properties of the Cured Polyurethane Sealant:

1. Tensile Properties (ASTM D-412) at 14 days
  - a. Tensile Strength: 175 psi min
  - b. Elongation at Break: 650% min
  - c. Tensile Stress at 100% Elongation: Non-sag 75 psi, self-leveling 100 psi
2. Hardness (ASTM D-2240) at 14 days: (Shore A)
  - a. Non-Sag: 30 max.
  - b. Self-Leveling: 45 max.
3. Tear Strength (ASTM D-624) at 14 days - non-sag 75 lbs/in, self-leveling 100 lbs/in
4. Adhesion in Peel (TT-S-00227E) at 21 days
  - a. Concrete: 20 lb min.
  - b. Aluminum: 25lb min.
  - c. Glass: 25lb. min.
5. Service Range: 40 to 170 F
6. The sealant shall conform to Specification TT-S-0227E, Type I and II, Class A.

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

7. The sealant shall conform to ASTM C-920, Type M, Grade P or NS, Class 25.
8. The sealant shall be capable of  $\pm$  of the average joint width when tested in accordance of the durability bond test of Federal Specification TT-S-00227E.
9. The sealant shall be non-staining.
10. Final Cure: 3 days max.

II. SIKAFLEX PRIMER 429

A. Properties of the Uncured Primer:

1. Dry time prior to sealant installation:  $>1<8$  hr.
2. Consistency: Brush-, dauber- or spray-applied liquid
3. Color: Clear

B. Properties of the Cured Primer:

1. Promotes adhesion to the following substrates:
  - a. Concrete Block
  - b. Placed Concrete
  - c. Precast Concrete
  - d. Mortar
  - e. Grout
  - f. Brick
  - g. Granite
  - h. Unfinished Woods
2. The sealant shall be non-staining.
3. Service Range: 40F to 170F max.
4. The primer shall be capable of being reapplied if necessary.
5. The primer shall be acceptable for use in joints which will be subjected to total water immersion.

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

3.03 MATERIALS

A. Polyurethane Sealant

1. The joint sealant shall be a two-component, non-sag, Polyurethane-base material. It shall be applicable in horizontal, vertical, and overhead joints. The sealant shall be principally a chemical cure to form an elastomeric substance. The color shall be introduced through a color-pak system.

B. Primers, as specified, approved by the Architect.

C. Backer rod or bond breaker tape, as approved by the Architect.

3.04 MIXING & APPLICATION

- A. Mixing of the Polyurethane Sealant: Pour out entire contents of Component B into pail of Component A. Now add entire contents of color-pak into pail and mix with low-speed drill (400-600 rpm) and approved paddle. Mix for 5-7 minutes to achieve a uniform color and consistency. Avoid entrapment of air during mixing.

B. Joints

1. Placement Procedure: Prime all substrates only as required based upon the recommendations of the manufacturer of the specified product, when field testing indicates need, and when the joints will be subject to immersion after cure, as approved by the Architect.
2. Install approved backer rod or bond breaker tape in all joints subject to thermal movement to prevent three-sided bonding and to set the depth of the sealant. Approval of the backer rod or bond breaker tape shall be made by the Architect.
3. Joints shall be masked to prevent discoloration or application on unwanted areas, as directed by the Architect. If masking tape is used, it shall not be removed before tooling, yet must be removed before the initial cure of the sealant. Do not apply the masking tape until just prior to the sealant application.
4. Install sealant into the prepared joints when the joint is at mid-point of its designed expansion contraction.
  - a. Non-Sag Sealant: Load the sealant into a caulking gun. Place the nozzle of the gun, either hand or air or electric powered, into the bottom of the joint and fill entire joint. Keep the tip of the nozzle in the sealant, continue on with a steady flow of sealant proceeding the nozzle to avoid air entrapment. Avoid overlapping the sealant to eliminate the entrapment of air. Tool, as required, to properly fill the joint.
5. Adhere to all limitation and cautions for the polyurethane sealant as stated in the manufacturers printed literature.

CITY OF TREASURE ISLAND  
CENTRAL BEACH TRAIL RECONSTRUCTION

3.05 CLEANING

- A. The uncured polyurethane sealant can be cleaned from tools with an approved solvent. The cured polyurethane sealant can only be removed mechanically.
- B. Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

3.06 MATERIALS

- A. Primer
  - 1. The primer shall be a one-component, brush, dauber, spray applied material. It shall be applicable in horizontal, vertical, and overhead joints. The primer shall cure under the influence of atmospheric moisture.

3.07 MIXING AND APPLICATION

- A. Shake or stir primer well before using.
- B. Brush, daub or spray onto the substrate covering the entire joint surfaces.
- C. Adhere to all limitations and cautions for the primer as stated in the manufacturers printed literature.

3.08 CLEANING

- A. The uncured primer can be cleaned from tools with an approved solvent. The cured primer can only be removed mechanically.
- B. Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

END OF SECTION 079200