



# Solicitation No. 7106

## 1.1 General Information

Title **IFB No. 7106: NEWRF Aeration Blower Replacement Project**  
 Description **913-59 Northeast Water Reclamation Facility Aeration Blower Replacement Project. Project No. 17075-111.**

The essential portions of the proposed Work for the Project are summarized as follows:

1. Construct a new, elevated concrete blower pad including concrete foundation and pads, pipe supports, metal canopy, pre-fabricated electrical enclosure, and ancillary facilities to accommodate new aeration blowers and other equipment.
2. Provide, install, test, and balance up to three new blowers including: variable frequency drives (VFDs), local control panels (LCP), new SCADA Panel (SP701), and ancillary equipment.
3. Install new fine-bubble aeration diffuser system in the north aeration basin of the "New Plant" (Aeration Basin #3) including stainless steel piping, drop pipes, manual valves, new header pipes, and modification of existing aeration header piping and connections.
4. All instrumentation and programming necessary to control the blowers and communicate with the City's existing plant SCADA system including testing and commissioning.
5. Demolish existing aeration blower system not used in proposed system and safe those existing facilities that will remain in place.
6. Modify existing plant drainage system and access paving in the vicinity of the new blower pad to accommodate the proposed design.

Preview Date	<b>24-OCT-2018 16:43:54</b>	Open Date	<b>24-OCT-2018 16:43:54</b>
Close Date	<b>27-NOV-2018 15:01:00</b>	Award Date	<b>03-JAN-2019 15:00:00</b>
Time Zone	<b>Eastern Time</b>	Buyer	<b>Schlesinger, Michael</b>
Quote Style	<b>Sealed</b>	Email	<b>michael.schlesinger@stpete.org</b>
Outcome	<b>Standard Purchase Order</b>		

**Note** PRE-BID MEETING AND SITE VISIT  
 Pre-Bid Meeting: 10:30 a.m., Thursday, November 1, 2018  
 Northeast Water Reclamation Facility  
 1160 62nd Ave Northeast  
 St. Petersburg, FL 33702

THE SITE VISIT WILL IMMEDIATELY FOLLOW CONCLUSION OF THE PRE-BID. This will be the only opportunity bidders have to inspect the site with the project manager and consultant(s) present. If you are a person with a disability who needs an accommodation in order to participate in the site visit or have any questions, contact the Procurement Department at 727-893-7223 at least twenty four hours prior to the Pre-Bid meeting noted herein.

This project has a 3% SBE participation requirement.

All questions regarding this project shall be directed in writing to Michael Schlesinger, Senior Procurement Analyst, at michael.schlesinger@stpete.org no later than 12 Noon, Tuesday, November 13, 2018.

Bidders must attach all required documents, including but not limited to the Bid Bond and Insurance Certificates as a single PDF, except for the Bid Pricing Page which must be attached as a separate Excel document.

The ORIGINAL Bid Bond must be submitted to the Procurement & Supply Management Department by 3:00 p.m., Thursday, November 29 2018, Failure to do so could render your bid non-responsive.

**1.2 Terms**

Ship-To Address **NE WRF  
NE WASTEWATER  
RECLAMATION  
FACILITY  
CITY OF ST  
PETERSBURG  
1160 62ND AVE NE  
Saint Petersburg, FL  
33703  
United States**

Bill-To Address **ACCOUNTS PAYABLE  
FINANCE DEPARTMENT  
ACCOUNTS PAYABLE  
CITY OF ST PETERSBURG  
PO BOX 1257  
Saint Petersburg, FL 33731  
United States**

Payment Terms **NET 15  
FOB FOB Destination**

Carrier **Common Carrier**  
Freight Terms **Prepaid**

**1.3 Requirements**

<b>CONTRACTOR QUESTIONNAIRE</b>
<p>This Contractor Questionnaire must be completely filled out and returned as part of your bid. Failure to do so may result in disqualification of your bid. Evaluation of this Questionnaire may be a prime factor in the award of this Agreement. Responses that are conditional upon award of solicitation shall not be considered. Use additional sheets to provide all information requested</p> <p>.....</p> <p>Type <b>No Response Required</b></p>
<p><b>Company Name:</b> Enter 1) Legal Name of Bidder and D/B/A (if applicable); and 2) Name, Title, Mailing Address, Phone Number, and Email Address of the individual that should be contacted with information regarding this bid.</p> <p>.....</p> <p>Provide your answer below</p>
<p><b>Federal ID Number,</b> provide #, as well as Type of Business (e.g. Wholesaler, General Contractor) in the space provided.</p> <p>.....</p> <p>Provide your answer below</p>
<p><b>Type of Organization:</b> Specify (Corporation, Sole Proprietorship, Partnership, Other). Include Organization Date and State of Incorporation.</p> <p>.....</p> <p>Provide your answer below</p>

<b>CONTRACTOR QUESTIONNAIRE</b>
<p><b>Administrative Personnel:</b> List names of Principal Officers, Position and Function, and Years With Company</p> <p>.....</p> <p>Provide your answer below</p>
<p><b>Construction Personnel (Field Supervisors):</b> List Name, Title and Years of Experience.</p> <p>.....</p> <p>Provide your answer below</p>
<p><b>Financial Information.</b> List the following:</p> <p>a. Present Net Worth   b. Annual Sales (\$) for each of the last <i>three</i> years   c. Bidding Limits: Minimum and Maximum (\$)</p> <p>.....</p> <p>Provide your answer below</p>
<p><b>Banking Reference:</b></p> <p>Provide Name, Address, Telephone Number and Contact Name</p> <p>.....</p> <p>Provide your answer below</p>
<p><b>Bonding:</b></p> <p>Provide:   a. Limit   b. Bonding Company Name   c. Bonding Company Address   d. Phone Number   e. Contact Person(s)</p> <p>.....</p> <p>Provide your answer below</p>
<p>Provide the number of full-time employees directly on bidder's payroll as of bid date, both locally and nationally:</p>

<b>CONTRACTOR QUESTIONNAIRE</b>
..... Provide your answer below
List Bankruptcy Proceedings: ..... Provide your answer below
<b>Capabilities:</b> a. How long has your firm been in business? (Number of years operating under the legal name of business submitting response.) ..... Provide your answer below
b. List Classes of work you are qualified to perform with your own forces: ..... Provide your answer below
c. List Work normally subcontracted to others: ..... Provide your answer below
d. Largest contract completed to date: provide total contract amount and year. ..... Provide your answer below

<b>CONTRACTOR QUESTIONNAIRE</b>
<p>e. Have you had a contract for similar services terminated prior to completion in the past five years? Respond Yes or No. If Yes identify the project, the owner, owner's representative and the reason for termination.</p> <p>.....</p> <p>Provide your answer below</p>    
<p>f. List major material suppliers/credit references: (Provide Name, Location, Contact/Phone)</p> <p>.....</p> <p>Provide your answer below</p>    
<p><b>Contractor Pre-Qualifications:</b> All Bidders are hereby advised that the City will only accept bids from qualified contractors who have successfully completed a minimum of three (3) projects during the past ten (10) years of a similar type as the project being bid, and whose Project Superintendent has also successfully completed a minimum of three (3) projects of a similar type during the past ten (10) years; each project:</p> <ol style="list-style-type: none"> <li>1. With a minimum value of \$1,500,000 at a public utility wastewater treatment facility.</li> <li>2. Which was primarily a rehabilitation project.</li> <li>3. Had the same disciplines anticipated for this project.</li> </ol> <p>Failure to demonstrate compliance with these qualification requirements will render the bid non-responsive.</p> <p>.....</p> <p>Provide your answer below</p>    
<p><b>Criminal Background Checks:</b> Criminal Background Checks are required in compliance with Florida Statute 373.6055. Refer to Technical Specifications, Section 1 – General, Subsection 1.01 – Location of the Work Site and Access.</p> <p>Bidder acknowledges it's understanding of this requirement by stating Yes, below.</p> <p>.....</p> <p>Circle one from the response values below:          NO          YES</p>
<p><b>Equipment and Material</b></p> <p>List the Equipment or Material, and respective Name of the Manufacturer and Supplier of these items to be furnished under the Agreement resulting from this solicitation. Contractor shall have full possession of all proposed Equipment at time of response for future inspection at city's discretion. Material shall be immediately accessible by Contractor.</p> <p>.....</p>

<b>CONTRACTOR QUESTIONNAIRE</b>
<p>Provide your answer below</p>    
<p><b>Subcontractor(s)</b></p> <p>a. List all Subcontractors retained by your firm to perform under the Agreement resulting from this solicitation. For each, provide Name, Item of Work, Location, License No, and Certified SBE Y/N.</p> <p>.....</p> <p>Provide your answer below</p>    
<p>b. List SBE Subcontractors retained by your firm to meet the required SBE participation goal. For each, provide Name, Item of Work, Amount (\$), % of Contract.</p> <p>.....</p> <p>Provide your answer below</p>    
<p><b>References:</b></p> <p>Provide at least five references for which you have provided similar service in the past three years. For each, provide Firm Name, Address, and Contact/Phone/Email.</p> <p>.....</p> <p>Provide your answer below</p>    
<p><b>Work History:</b></p> <p>Please upload attachment which lists projects presently being worked on or completed by your firm within the last three (3) years. Include names, addresses, telephone numbers and email address of contacts. Attach an electronic brochure if available.</p> <p>.....</p>
<p>Type <b>No Response Required</b></p>
<p><b>Attachments:</b></p> <p>Complete, Upload and Attach If Applicable:</p> <ul style="list-style-type: none"> <li>· Form for Claiming Status as a Small Business Enterprise - PDF</li> <li>· Letter(s) of Intent to Perform as a Certified City SBE - PDF(s)</li> <li>· Summary Listing of Reasons for Non-Use - PDF, if applicable</li> <li>· Certification form for SBE Solicitation - PDF</li> <li>· Bid Bond - PDF</li> <li>· Florida Trench Safety Act Certification and Disclosure Statement - PDF</li> <li>· Proposal form - PDF</li> </ul>

<b>CONTRACTOR QUESTIONNAIRE</b>
<ul style="list-style-type: none"> <li>· Florida Statutes on Public Entity Crimes - PDF</li> <li>· Bid Pricing Detail Spreadsheet - Excel File</li> </ul> (Select YES to acknowledge completion of uploads.) ..... Circle one from the response values below: No Yes
<b>Other Required Attachments:</b> a. Attach a copy of your firm's financial statement or individual tax return and personal financial statement of net worth if you are an individual proprietor for the most recent fiscal year. b. Attach a copy of your firm's Federal Employer Tax ID certificate c. Attach a copy of all you current insurance coverages. d. Attach copies of all licenses including Contractors and occupational. e. Attach a list of major equipment you own, indicating type, capacity, year of manufacture, etc. f. Describe any alleged, significant prior or ongoing contract failures, licensing or permit violations, claims on bonds, any civil or criminal litigation or investigation pending (including wage theft complaints filed) which involves the firm or in which the firm has been judged guilty or liable. g. Provide details along with supporting documentation of any products and services offered that meet the City's Environmentally Preferable Purchasing (Green Purchasing): program to include recycled content products, environmentally preferable products and services, bio-based products, energy and water-efficient products, alternate fuel vehicles, products using renewable resources and alternatives to hazardous or toxic chemicals. ..... Type <b>No Response Required</b>
<b>General Requirements</b>
Maximum Completion or Delivery Time (Enter Number of DAYS in the space provided) ..... Provide your answer below           
Discount Terms: Will you offer 2%/10 discount to the stated payment term in Section 1.2 ? ..... Circle one from the response values below: No Yes
Is Bidder registered with the Florida Division of Corporations? (Enter YES or NO, as well as the <u>State of Incorporation</u> in the space provided.) ..... Provide your answer below           
Is the bidder a Certified Small Business Enterprise (SBE) through certification by the City of St. Petersburg? (Enter YES or NO, and if yes, also enter SBE Certification Number in the space provided.)

<b>General Requirements</b>
<p>.....</p> <p>Provide your answer below</p>
<p>Warranty (Scope and Term):</p> <p>.....</p> <p>Provide your answer below</p>
<p>Extended Warranty: (Scope, Term and Price):</p> <p>.....</p> <p>Provide your answer below</p>
<p>Warranty response time and Service Facility: (Enter number of HOURS and Facility Name and location in the space provided.)</p> <p>.....</p> <p>Provide your answer below</p>
<p><b>Term of Offer.</b> It is understood and agreed that this Quotation may not be withdrawn for a period of ninety (90) days from the Submittal Deadline, and at no time in case of successful bidder. (Select YES to affirm.)</p> <p>.....</p> <p>Circle one from the response values below: No Yes</p>
<p>The bidder agrees to contract with the City of St. Petersburg to provide all necessary labor, supervision, machinery, tools, equipment, transportation, apparatus, supplies and other means of construction to do all the work and furnish all the materials specified in the Agreement in the manner and time therein prescribed and that it will take in full payment, the amount set forth herein. (Select YES to affirm.)</p> <p>.....</p> <p>Circle one from the response values below: No Yes</p>
<p><u>Official Authorized to Execute Final Agreement:</u> Enter the Name, Title, Mailing Address, Phone Number, and Email Address of the authorized signing officer with legal powers to commit your firm to a binding</p>



<p><b>General Requirements</b></p>
<p>agreement in the space provided:</p> <p>.....</p> <p>Provide your answer below</p>
<p><u>Preparer Authorized to Submit Proposal:</u> Preparer or Individual Submitting this quote response hereby attests and affirms that they have the legal authority to submit a binding quote response on behalf of bidder. ( Enter YES, as well as Name, Title, Mailing Address, Phone Number, and Email Address of preparer in the space provided. If Preparer is also authorized signing officer for final agreement, enter YES, and SAME AS ABOVE.)</p> <p>.....</p> <p>Provide your answer below</p>
<p><u>Provision for Other Agencies:</u> Unless otherwise stipulated by the bidder, the bidder agrees to make the bid prices submitted available to all Government agencies, departments, and municipalities ("Agency") in accordance with said bid terms and conditions therein, should any Agency desire to buy under this proposal. (Respond YES or No).</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>No</p> <p>Yes</p>
<p><u>Receivables Contacts:</u> Please list the names, titles, phone numbers, and email addresses for your accounts receivable supervisor and receivables contact who would be assigned to the City.</p> <p>.....</p> <p>Provide your answer below</p>
<p><b>Workers Compensation and Builder's Risk Insurance (Construction)</b></p>
<p><b>Worker's Compensation Coverage</b></p> <p>The Contractor shall obtain and maintain during the life of this Contract, Worker's Compensation Insurance for all of the Contractor's employees employed at the site of the project. Coverage applicable to this project includes Employers Liability, Voluntary Compensation and U.S. Longshoremen's and Harbor Worker's Act coverage.</p> <p>If any is subcontracted, the Contractor shall require each Subcontractor to Provide Worker's Compensation Insurance for all the Subcontractor's employees unless such employees are covered by the Worker's Compensation Insurance afforded by the Contractor.</p> <p>The Contractor and Subcontractors shall purchase any other insurance or coverage required by law for the benefit of their employees.</p> <p><b>Builder's Risk Insurance</b></p> <p>Builder's Risk Insurance <b>is applicable</b> for this Project.</p>

<b>Workers Compensation and Builder's Risk Insurance (Construction)</b>
.....
Type <b>No Response Required</b>
<b>Bid Guarantee</b>
<b>Guarantee Requirement for RFQ:</b>
Bid bonds <b>are required</b> for this project. Public Construction Bonds <b>are required</b> for this project.
.....
Type <b>No Response Required</b>
<b>Bid Guarantee</b>
Where a bid guarantee is required, failure to furnish a bid guarantee in the proper form and amount by close of solicitation may be cause for rejection of the bid.
A bid guarantee shall be in the form of a firm commitment, such as a bid bond, cash, postal money order, certified check, cashier's check, or irrevocable letter of credit. Bid guarantees, other than bid bonds, will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids, and (b) to the successful bidder upon execution of such further contractual documents and bonds (including any necessary coinsurance or reinsurance agreements) as may be required by the bid as accepted.
If the successful bidder, upon acceptance of his bid by the City within the period specified therein for acceptance, (90 days if no period is specified) fails to execute such further contractual documents, if any, and give such bond(s) (including any necessary coinsurance or reinsurance agreements) as may be required by the terms of the bid as accepted within the time specified (ten days if no period is specified) after receipt of the forms by him, his contract may be terminated for default. In such event he shall be liable for any cost of procuring the work which exceeds the amount of his bid, and the bid guarantee shall be available toward offsetting such difference.
.....
Type <b>No Response Required</b>

#### 1.4 Attachments

Name	Data Type	Description
Required Forms	File	complete, attach and submit to online bid
Agreement & Public Construction Bond forms	File	for information purposes only, do not submit with bid
IFB 7106 Bid Pricing Page	File	attach Excel version of complete form
Contract/Technical Specifications	File	
Plan/Drawings, signed and sealed	File	
Plans/Drawings (Unsigned)	File	

**2 Price Schedule**

**2.1 Line Information**

Line	Item, Rev	Target Quantity	Unit	Unit Price	Amount	Promised Date
1 Contractor, Contracting Services, Construction Phase; NEWRF Aeration Blower Replacement Project; Online lump sum bid should equal Contract Base Bid Total, including 2 Allowances.						

**Contract Terms and Conditions**

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## **INSTRUCTIONS TO BIDDERS**

### **Instructions to Bidders**

#### **INSTRUCTIONS TO BIDDERS**

### **ARTICLE I-1 GENERAL INFORMATION**

The construction work called for within this bidding package involves work for the City of St. Petersburg as Owner. Firms submitting bids on this project are cautioned to carefully follow the instructions of this section so as to help ensure that their bids are responsive to the requirements as presented herein.

### **ARTICLE I-2 EXAMINATION OF BID PACKAGE DOCUMENTS**

#### **2.1 Completeness of Bid Package**

The physical makeup and content of the Contract Documents are designed to be complete for the preparation and submittal of Proposals. However, the Bidder shall verify to its own satisfaction that all material issued to the Bidder including Addenda, is complete. Should the Bidder discover that a page, sheet, or other item is missing, it shall so notify the City and the missing item(s) will be forwarded to the Bidder. After bids have been submitted, no claims of ignorance of the requirements of bidding or of construction, due to such missing material, including Addenda, will be recognized.

#### **2.2 Bidder's Responsibility to the Project**

The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has or will comply with all provisions of the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the performance of the Work, and that the Bidder has thoroughly reviewed the Plans and Specifications and has included all required labor and material in its Bid.

Inasmuch as it is not standard practice to detail all controls, wiring, piping and appurtenances, etc. required to render each piece of equipment functional on the Plans, the Bidder is cautioned to ensure that its Bid includes all such items necessary to permit the equipment to function as intended in a manner that meets all applicable codes, is free from defects and abnormal conditions, and provides a complete and operational system.

#### **2.3 Conflicts in the Documents**

Should any particular requirement in the Plans and/or Specifications for the Project appear to a Bidder to be in disagreement with other requirements in the Contract Documents, or if a Bidder is unsure of the intent or meaning of any particular requirement of the Contract Documents, the Bidder shall immediately notify the City.

If such notifications are received by the City seven (7) days prior to the Bid Opening, the City will, if deemed by the City to be warranted, issue a written clarification or an Addendum to all Bidders recorded by the City as having received the Bid Documents.

## **2.4 Contract Completion Time**

The City of St. Petersburg will require that work under this Contract be completed within the time limit stipulated in the Agreement, and Bidders must give consideration to this requirement when submitting Proposals. If a Bidder is of the opinion that more time should be allowed for accomplishing the Work, a request for such extra time may be made in writing to the Purchasing and Materials Management Director. For consideration, said request must be in possession of this office not later than seven (7) days prior to the date of Bid opening. If the Purchasing and Materials Management Director deems it to be in the best interest of the City to revise the time requirement, an Addendum will be issued and furnished to all Bidders.

## **ARTICLE I-3 BID GUARANTY**

### **3.1 Certified Check or Bid Bond**

Bids shall be accompanied by a certified check, cashier's check or Bid Bond in the amount of not less than 5% of the Bidder's Contract total including all alternates. The certified check or Bid Bond, and the monies payable thereon, shall be paid into the funds of the City of St. Petersburg, Florida, as liquidated damages, if the Bidder fails to execute the written Contract and furnish the required Public Construction Bond within ten (10) consecutive calendar days following written Notice of Award of the Contract. The Bid Bond shall be furnished by a Surety company duly authorized to do business in the State of Florida. The Surety company shall have a rating classification of "A" and a financial category of Class VII as evaluated in the current Best's Key Rating Guide, Property - Liability.

### **3.2 Return of Checks**

Bid securities submitted by Bidders in the form of a certified check or cashier's check will be held or deposited into the funds of the City of St. Petersburg and will be refunded or returned to the parties submitting same not later than thirty (30) days after execution of the Contract. In the event that all Bids are rejected, checks will be refunded to all Bidders within fifteen (15) calendar days after date of rejection.

## **ARTICLE I-4 SUBMISSION OF BIDS**

### **4.1 Delivery of Proposals**

The Bidder shall submit one (1) complete Proposal online. Proposals will be received until the time and date specified on the online RFQ Abstract, as well as in 1.1 General Information on page 1 of the RFQ document, and pursuant to all amendments as applicable. Hard copy Proposals may be received at the office of the Procurement and Supply Management Director, City of St. Petersburg at the sole discretion of, and only with the prior written approval of the Procurement and Supply Management Director. Proposals received after the time and date specified shall not be considered.

### **4.2 Proposal Form**

Proposals shall be made upon the forms supplied by the office of the Procurement and Supply Management Director, City of St. Petersburg, Florida. Each Bidder must state in their Proposal the price for which they will perform the Work as required by the Plans and Specifications.

### **4.3 Signatures on Proposals**

Each Bidder shall submit their Proposal with a full name and address at all locations as indicated. In cases where a firm or corporation submits a Proposal, the Proposal shall be submitted with the full name of one member of the firm, or by the name of the officer or officers authorized by its by-laws. In addition to the firm or corporation signature, the corporation's official seal shall be affixed as indicated/applicable.

#### **4.4 Basis of Bid Prices**

The Plans and these Specifications, together with any modifications of either or both, which are furnished to prospective Bidders during the advertising period shall become the basis of the Agreement.

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work including the costs incurred by the Contractor in complying with all the provisions and requirements of these Contract Documents.

Each unit price will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's overhead and profit for each separately identified item.

#### **4.5 Bid Proposal Preparation**

Bids shall be entered electronically on the forms provided. All applicable pages of the Proposal shall be completed. The Questionnaire section of the Proposal shall be completed in full and signed by an officer of the firm.

All prices for lump sum or unit price work shall be given in numerals. For unit price items, Bidders shall fill in the unit price bid for each item, and shall also make an extension based on the estimated quantities. Bid prices shall be entered on the Proposal for all items, unless directed otherwise on the Proposal.

Failure to complete the bid price, and questionnaire sections of the Proposal will render the Proposal non-responsive.

#### **4.6 Addenda**

If, in the judgment of the Procurement and Supply Management Director, an Addendum is required to modify, add to, or delete from the contents of the Plans and/or Specifications, a copy of such will be posted on the Procurement and Supply Management Department's web page. All registered plan holders will be notified of the addendum and will be provided with the electronic link to the web page. All Addenda shall become part of the Contract Documents. No other interpretations or clarifications issued prior to the Bid Opening shall have legal effect.

Acknowledgment of receipt of all Addenda shall be noted on the Proposal in the section provided.

The sole obligation of the Procurement and Supply Management Director with respect to distribution of Addenda, is to ensure that a copy of each Addendum is posted on the web page and to notify all parties recorded by the City as having received copies of the Contract Documents. Each Bidder shall bear the responsibility to review and/or download the Addenda and to satisfy themselves prior to submitting their Bid, that the Bid is responsive to all

Addenda issued. Failure to receive or acknowledge any Addenda may render the Proposal non-responsive.

#### **4.7 Bid for Alternates**

To be responsive, all Proposals shall include Bids for all Alternates. Unless otherwise specified, any Bid which does not include the Base Bid plus each and every Alternate may be rejected as being non-responsive.

Alternate Bids provide for additional work (under Additive Alternates) or less work (under Deductive Alternates) than included in the Base Bid. Prospective Bidders shall complete and submit costs for every item of each Alternate unless otherwise specified. The City may select any combination or reject any or all Alternate Bids as best serves the interest of the City.

#### **4.8 Period Proposal Remains in Effect**

Proposals for the Work covered by this Contract may be held by the City for a period of ninety (90) days after receipt of Proposals and shall continue in full effect and not be subject to withdrawal during that period until a Contract has been executed with a Bidder. If no Contract has been executed within the ninety-day period, any Proposal may be withdrawn or nullified by either party or be deemed to be confirmed and extended in time for as long as permitted by the proposers thereof.

### **ARTICLE I-5 EXAMINATION OF SITE**

#### **5.1 Familiarity With Site Conditions**

It shall be the responsibility of the Contractor to examine the site of the proposed Work. Before submitting a Proposal, Bidders shall inform themselves fully of the conditions relating to the cost of construction materials and labor under which the Work will be prosecuted, and shall make whatever site investigations or site tests they deem necessary. Should this Proposal be accepted, the Bidder will be responsible for any and all errors in its Proposal resulting from its failure to do so.

#### **5.2 Extents and Locations of Subsurface Conditions**

The Plans show the existing surface and other underground structures likely to affect the prosecution of the Work insofar as they have been determined, but the information shown is not guaranteed as being correct and/or complete. Bidders are expected to examine the Plans, and the location of the Work upon the ground, and consult various utility companies if deemed necessary, in order to judge for themselves the potential circumstances affecting the cost of the Work or the time required for its completion.

### **ARTICLE I-6 BID OPENING**

Bids received prior to date and time of Bid opening will be securely kept unopened until specified time, at which time all Bids will be publicly opened and read aloud. The City is not responsible for the premature opening of any Proposal not properly marked as required in the Notice to Bidders.

### **ARTICLE I-7 TABULATION OF THE BIDS**



### **7.1 Correction of Mathematical Errors**

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

### **7.2 Preparation and Distribution of Bid Tabulation**

All Proposals received in conformity with these Contract Documents will, as soon as practicable, be tabulated and the tabulation shall become public record. Printed copies of the tabulations will be mailed to Bidders and copies of tabulations may be made available to other interested parties upon request.

## **ARTICLE I-8 ACCEPTANCE OR REJECTION OF THE BIDS**

The City of St. Petersburg reserves the right to accept or reject any or all Bids. Any Bid which is incomplete, conditional, obscure, or contains irregularities of any kind, may, at the City's discretion, be considered irregular and may be cause for rejection of the Bid. Acceptance of the Bid will not constitute acceptance or approval of equipment and/or materials, and their acceptance for use in the Project will be based upon Shop Drawings and other submittals.

## **ARTICLE I-9 QUALIFICATION OF BIDDERS**

A Bidder may be required, before the award of any Contract, to show to the complete satisfaction of the City, that it has the necessary facilities, equipment, ability, experience, financial resources and special qualifications to perform the Work in a satisfactory manner within the time specified.

No Contract will be awarded except to qualified responsible Contractors capable of performing the class of work contemplated. Special qualifications for this project are stipulated in the Proposal/Questionnaire section of these Specifications. Bidders shall possess a City, County, or State approved certification to perform the Work required by these documents. The Contractor and its Subcontractors may be requested to submit evidence of certification prior to Bid award or during the period of the contract.

If data submitted in the Questionnaire does not satisfy the special qualification requirements for this project, or if the Contractor's references do not confirm the Contractor's experience qualifications, the Proposal may be considered non-responsive.

## **ARTICLE I-10 DISQUALIFICATION OF BIDDERS**

Each Bidder, by submitting its Bid, states that neither Bidder nor Bidder's agents, nor any other party acting on Bidder's behalf, has paid or agreed to pay, directly or indirectly, to any person, firm, corporation, or employee of the City, any money or valuable consideration for assistance in procuring or attempting to procure the Contract herein referred to, and further agrees that no such money or reward will be hereafter paid.

A Proposal will be rejected if the Contractor's references, as listed in the Proposal Questionnaire, do not confirm that the Contractor can perform the Work required, does not have adequate resources, or does not possess the required experience.

Any or all Proposals will be rejected if there is any reason for believing that collusion exists among the Bidders, and participants in such collusion will not be considered in future Proposals for the same work.

## **ARTICLE I-11 RECOMMENDATION OF AWARD OF CONTRACT**

### **11.1 Right to Waive Informalities**

The City reserves the right to waive any and all informalities or irregularities, or to clarify Contract terms with the lowest responsible Bidder, and to disregard all non-conforming, non-responsive, or conditional Bids, if such a waiver is in the best interest of the City.

### **11.2 Factors Influencing Award**

If a Contract is awarded, it will be awarded to the lowest responsible Bidder whose evaluation by the City indicates that the award will be in the best interests of the Project.

In the determination of the lowest responsive and responsible Bidder, the City reserves the right to take into account and give reasonable weight to:

- (a) the Bidder's past performance in the completion of other City or other governmental contracts;
- (b) the probability of the Contract being carried to successful completion, within the time specified, by the methods and with the equipment the Bidder proposes to use;
- (c) the Bidder's responsiveness to all requirements of the Contract Documents; and
- (d) default under previous Contracts.

### **11.3 Recommendation of Award**

Upon review and consideration of the above factors by the Procurement and Supply Management Director, the Engineering & Capital Improvements Director, the funding agency, and the Design Professional, a recommendation for City Council award will be made by the Procurement and Supply Management Director.

### **11.4 Award of Contract**

Contracts will be awarded to the lowest responsible and qualified Bidder. The criteria to determine the lowest responsible and qualified Bidder shall include:

1. Price,
2. Compliance with specifications,
3. Financial ability to perform the Contract,
4. Integrity, trustworthiness and honesty,
5. Skill, judgment and experience,

6. Promptness - whether the Contract can be performed within the required time, or without delay,
7. Performance of previous satisfactory work, including the fulfillment of warranties,
8. Availability of the necessary facilities and equipment to perform the Work,
9. Special factors, such as compliance with laws and ordinances relating to the Contract.

In awarding any Contract, the City Council may reject any bid determined by the City Council not to be the best Bid for the City.

#### **ARTICLE I-12 SPECIAL PROVISIONS DUE TO FEDERAL FINANCING**

If this project is to be financed, all or in part, by the Federal Government, all applicable requirements of the Davis Bacon Act as amended shall be complied with by all concerned.

This Act as amended includes the provisions of the President's Executive Orders #11246 and #11375, Titles VI and VII of the Civil Rights Act of 1964, and sets forth criteria for the following: (a) Labor Standards, (b) Procedures for compliance with the Davis Bacon Act, (c) Mandatory clauses which shall be included in all contracts which are subject to provisions of the Davis Bacon Act, (d) Apprentice and trainee employment requirements in all contracts in excess of \$10,000 where the Davis Bacon Act applies, (e) Instructions for completing Payroll Form WH347, and (f) Contractor responsibilities under the Davis Bacon Act.

If Federal or State funds are partially or fully funding this project, the Contractor will be required to submit a Payment and Performance Bond each for 100% of the cost of construction.

#### **ARTICLE I-13 SUBCONTRACTORS**

##### **13.1 Prior Approval**

No part of the Contract shall be sublet without the approval of the Owner. If the Contractor should sublet any part of this Contract, the Contractor shall be as fully responsible to the Owner for acts and omissions of its Subcontractor and of the persons either directly or indirectly employed by its Subcontractor, as it is for the acts and omissions of persons directly employed by the Contractor.

##### **13.2 Subletting of Contract**

For infrastructure projects, in which the Design Professional is an engineer, it is a requirement of this Contract that the Contractor must perform at least 50% of the Work called for under this Contract with the Contractor's own forces. For building projects, in which the Design Professional is an architect, it is a requirement of this Contract that the Contractor must perform at least 25% of the Work called for under this Contract with the Contractor's own forces.

It is also required that Subcontractors utilized under this Contract must perform at least 50% of the Work subcontracted to them with their own forces. Prior to Final Payment for the Work, the Contractor will be required to furnish an affidavit substantiating the above.

The term "own work force" shall be construed to include only workers employed and paid directly by the Contractor and equipment owned or rented by it with or without operators. Such term does not include employees or equipment of a Subcontractor, assignee, or agent of the Contractor. An assignment of Contract work is considered synonymous with a subcontract to perform work.

All Subcontractors shall be responsible for the conditions of the Specifications and shall be licensed or certified by the City or County to perform the Work assigned.

## **ARTICLE I-14 SMALL BUSINESS ENTERPRISE PROGRAM**

### **14.1 Policy Statement**

It is the policy of the City of St Petersburg, Florida, in accordance with the Municipal City Code, to commit the City to the use of certified Small Business Enterprises in all aspects of municipal construction projects.

### **14.2 Obligation**

The Contractor agrees to ensure that certified Small Business Enterprises (SBEs) as defined herein have the maximum opportunity to participate in the performance of contracts financed in whole or in part by the City of St Petersburg. In this regard, all contractors shall take all necessary and reasonable steps to ensure that SBEs have an opportunity to compete for and perform contracts, or portions thereof.

Contractors shall not discriminate on the basis of race, color, national origin, age, sex, or handicap in the performance of St. Petersburg contracts.

All bidders are required to submit a written certification that they have read, understand, and will comply with these requirements. A Bidder's failure to submit this certification or submission of a false certification shall render the Bid non-responsive.

### **14.3 Definitions**

The following definitions apply to this Project:

Small Business Enterprise (SBE).

An independently owned, operated and controlled business which is not dominant in its field of operation and is a provider of supplies, services, or construction. The business must have been in operation for at least 1 year, meet criteria established by the City, and be certified pursuant to the SBE certification program.

"Operate" means direct involvement in the day-to-day management of the business, while "control" shall mean exercising the power to make policy decisions.

"Construction" means the process of building, altering, repairing, improving, landscaping or demolishing any public structure, building, roadway, or other public improvements of any kind to any public real property. However, this

term does not include the minor routine landscaping, redecorating, repair or maintenance of existing structures, buildings, or real property. "Minor" as used in the foregoing sentence shall be defined as a contract for \$50,000 or less.

"Sheltered Market" means a process whereby contracts or subcontracts are designated, before solicitation of bids, for limited competition from certified Small Business Enterprises only.

"Certified" means a business which has been determined eligible, qualified, and registered by the City of St. Petersburg as a SBE by the City's Greenhouse business assistance center.

#### **14.4 Participation by SBE Contractors and Subcontractors**

A percentage of the base Bid amount has been established for contracting with SBEs certified by the City of St. Petersburg. The following goals are applicable to this project:

SBE: 3 %

All contractors bidding on a construction project shall be required to subcontract the designated percentage of work, including the cost of materials, goods and supplies to certified SBE Subcontractors or demonstrate and document that good faith efforts were made to satisfy the goal. When using SBE material suppliers, no more than one-half of the goal will be credited to the SBE goal for the Project. The ability of the Bidder to perform the Work with its own workforce will not excuse the Bidder from utilizing an SBE or from making good faith efforts to meet participation goals.

Bidders will be required to submit with their Bid the following information:

1. The names, addresses and telephone numbers of the SBE Subcontractors/or suppliers to be utilized;
2. A letter of intent to perform services from the SBE Subcontractors/or suppliers;
3. A description of the work to be performed and the agreed-upon dollar value for such work.

This information shall be submitted on the form, labeled "Letter of Intent to Perform as a Subcontractor".

If the Bidder(s) intention is not clear and/or determined to be incomplete, the City reserves the right to request clarification and/or additional letters of intent from the Bidder(s). When so requested, the Bidder(s) shall supply the additional information within 2 working days. If satisfactory information is not provided within 2 working days the Bid will be considered non-responsive.

#### **14.5 Bid Awards**

The City's Greenhouse will have primary responsibility for determining compliance with the participation goals on all projects as established by the City's SBE Construction Committee. The evaluation of compliance shall be based on the base Bid amount.

- a. If the low Bidder meets the SBE percentages, award is made to the low Bidder, unless other circumstances exist

that would render such award not in the best interest of the City.

b. If the low Bidder does not meet the SBE percentage goals, but has demonstrated a good faith effort, then the award is given to the low Bidder, unless other circumstances exist that would render such award not in the best interest of the City. (It should be noted that the actual participation percentages achieved is one of the criteria to be factored in determining good faith effort).

If the low Bidder does not meet a. or b., then the assessment process continues until compliance is achieved.

#### **14.6 Good Faith Effort by Contractors**

All Contractors bidding on any St. Petersburg construction projects having SBE participation goals established shall document steps taken to obtain SBE participation, when the goals are not met, including, but not limited to, the following listed efforts:

1. Attendance at pre-bid conferences;
2. Publishing of advertisements in area newspapers, trade association publications and SBE publications for at least ten (10) days prior to the Bid opening date, concerning subcontracting opportunities. Copies of advertisements should be included with the Bid.
3. Giving written notification to a reasonable number of certified SBE Subcontractors to solicit their interest in the project in sufficient time to allow the SBE to participate effectively;
4. In conducting negotiations with SBE Subcontractors, negotiations must be documented by the following information:
  - a. The names, addresses and telephone numbers of certified SBE contractors contacted, the date negotiations took place describing plans and specifications for various portions of the project proposed for subcontracting, and reason for non-use if a quote is provided.
  - b. A description of information provided to solicit SBE subcontracting agreements.
5. Making efforts to assist firms contacted to obtain necessary bonding, insurance, and financial assistance;
6. Utilizing services and resources of available SBE community organizations; SBE contractors' groups; local, state, and federal SBE business assistance offices; and other organizations that provide assistance in the recruitment and placement of SBE business enterprises;
7. Actual participation percentages proposed in the Bid Proposal; and
8. Submitting any additional information which would demonstrate good faith effort.

This documentation is required to be submitted with the Bid submittal and shall be used to determine whether a good faith effort, as required by Section 2-243, St. Petersburg City Code, has been made by the Contractor.

The listing of City of St Petersburg certified SBE Subcontractors is not intended to be, nor should any such listing be construed to be, all inclusive. Information pertaining to lists of certified SBE contractors may be obtained by contacting:

Manager  
Planning and Economic Development  
The Greenhouse

City of St Petersburg  
P. O. Box 2842  
St. Petersburg, FL 33731

Telephone: (727) 893-7146  
[www.stpete.org/sbe](http://www.stpete.org/sbe) (Certified SBE's Search List)

Contractors unable to achieve the required SBE participation percentage must provide this documentation and shall further demonstrate that a good faith effort has been made to achieve the established goal by submitting the Subcontracting Opportunities Summary Listing of Written and Follow-up Solicitation, and Summary Listing of Reasons for Non-Use forms.

#### **14.7 Notice to Proceed**

As a prerequisite for issuance of a Notice to Proceed, the Contractor shall provide the City's Greenhouse a copy of all SBE Subcontractor's agreements to include the cost, scope and schedule, payment terms and conditions. Should delay result in obtaining this information, the City reserves the right to issue a Notice to Proceed and withhold payments due the Contractor until such time as the information is provided and accepted. Prior to the issuance of Final Payment, the actual usage of SBEs, in terms of dollar amount, shall be submitted to the Manager of The Greenhouse.

#### **14.8 Proposed Changes**

Prior to changes taking place in the utilization of SBE Subcontractors after the bid opening, the Manager of The Greenhouse must grant approval.

The Contractor shall make every effort to replace a SBE Subcontractor with another certified SBE. All requests for substitutes shall be approved by the Manager of The Greenhouse prior to changes being made. Substitutions will be granted only for the following reasons:

- A. SBE Subcontractor requests to void their subcontract agreement with the Contractor,
- B. SBE Subcontractor is unable to perform the Work;
- C. SBE Subcontractor has consistently performed unacceptable work.

#### **14.9 Change Orders**

When Change Orders are required on construction projects, the Contractor will itemize any changes (including scope of work cost, and completion time) in the use of SBEs and obtain an update of SBE subcontract changes. Copies of these subcontract changes will be filed with The Greenhouse. The exception to this requirement will be Change Orders issued in the field because of critical need to keep the project on a strict schedule. If field Change Orders are issued, the Business Assistance Center must be notified in writing, by the Contractor, within seven (7) days, of the scope of work, cost, and completion time of the work to be performed by the SBE Subcontractor.

#### **14.10 Payment Requests**

SBE Subcontractors are encouraged to file copies of requests for payment for scope of work completed with The

Greenhouse. Payment requests for Contractors shall be accompanied, with exception of the first draw, by a partial or final release of lien. Pay request(s) should also include the amount payable to the SBE Subcontractor(s) and the balance of the Contract amount.

#### **14.11 Payment Disputes**

Subcontractors are responsible for notifying the City in writing of an alleged payment deficiency by the Contractor. The Contractor shall respond in writing within seven (7) days to the City with the reason(s) why payment has not been rendered. Failure to respond to the City within the time frame provided will result in a delay in processing the payment request until such time a response has been received and/or payment rendered to the SBE Subcontractor.

Any dispute between SBE Subcontractors and Contractor regarding payment will be initially investigated and mediated, if necessary, by the City.

#### **ARTICLE I-15 NONDISCRIMINATION**

In carrying out the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Contractor shall take affirmative action to ensure that applicants for employment and employees are treated in accordance with all applicable local, state, and federal laws regarding race, color, religion, sex, national origin or disability.

All employment decisions of the Contractor with respect to employees and employee applicants, including but not limited to, initial employment upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, training and apprenticeship shall be without discrimination against the employee or employee applicant because of disability, race, color, religion, sex, or national origin. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Failure to adhere to the above procedures is considered a violation of the Contract with the City and may subject the violator to disbarment from future City contracts.

#### **ARTICLE I-16 WITHDRAWAL OF PROPOSAL**

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so; and, in case signed by a deputy or subordinate, the principals' proper written authority to such deputy or subordinate must accompany the request for withdrawal or modifications.

Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid date and time.

If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid and the Bid security will be returned. Thereafter, the Bidder will be disqualified from further bidding on the Work to be



provided under the Contract Documents.

## **ARTICLE I-17 PUBLIC ENTITY CRIMES**

Submission by the Contractor of the signed statement included in the Proposal is a requirement of this Bid. The SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES must be executed and enclosed with the Bid/Proposal.

## **ARTICLE I-18 DISADVANTAGED AND APPRENTICE EMPLOYMENT**

### **18.1 Disadvantaged Worker and Apprentice Requirements**

All Contractors bidding on St. Petersburg major construction projects in the amount of \$2,000,000 or more shall employ disadvantaged workers to perform at least ten percent (10%) of all work hours, and shall employ apprentice workers to perform at least ten percent (10%) of all work hours performed on the project. Prime Contractors must submit a description of proposed disadvantaged worker and apprentice usage for each bid on a major construction project.

### **18.2 Certification Required with Bid**

All bidders are required to submit a written certification that they have read, understand, and will comply with these requirements. A Bidder's failure to submit this certification or submission of a false certification shall render the Bid non-responsive.

### **18.3 Definitions**

The following definitions apply to this Project:

- a. Apprentice means any person who is enrolled in and participation in an apprenticeship program as defined and approved by the State of Florida Department of Education. If there is not any work on a major construction project for which a State of Florida Department of Education approved apprenticeship program exists, apprentice means any person who is participating in an industry certification training program or company sponsored training program related to work performed on the major construction project. Industry certification is a process through which persons are assessed by an independent, third-party certifying entity using predetermined standards for knowledge, skills, and competencies, resulting in the award of a credential that is recognized by the industry.
- b. Construction or major construction project means a City project with a contract amount of \$2,000,000 or more, as approved by City Council, which involves building, altering, repairing, improving, demolishing or replacing any public structure, building, or roadway, or other public improvement.
- c. Employ shall mean to permit a person to work for wages.
- d. Hours of work performed means actual hours worked on a major construction project.

- e. Prime contractor or contractor means the person or entity which serves as the party of the first part to a contract, acting directly or through agents or employees, to perform a major construction project. The term contractor shall include:
- i. any responsible managing corporate officer who has personal involvement or responsibility in obtaining a contract with the City or in supervising or performing the work prescribed by the contract or
  - ii. any person or entity with more than 50% ownership interest.
- f. Subcontractor means a person or entity that has a direct contract with the prime contractor to perform a portion of a major construction project.
- g. Disadvantaged worker means either a person who has a criminal record or a person who has received public assistance benefits within the twelve (12) months preceding employment by the prime contractor or subcontractor.
- h. Public assistance benefits means unemployment benefits, Medicare or Medicaid benefits, or food assistance benefits as administered by the Federal Government or State of Florida.

- (1) *Bidding*. Prime contractors bidding on major construction contracts must submit the following with their bid:
- (a) Regarding disadvantaged workers, a list of the resources which will be used to identify disadvantaged workers, a list of subcontractors proposed to be used for the project, total work hours estimated for the major construction project, a demonstration of ten percent of the total work hours proposed to be performed by disadvantaged workers, and a description of the work to be performed by the disadvantaged workers.
  - (b) Regarding apprentices, a description of their proposed apprentice usage with their bid or proposal. The description must include, but is not limited to, total work hours estimated for the major construction project, a demonstration of ten percent of the total work hours proposed to be performed by apprentices, construction trades, program sponsors or sources, subcontractor opportunities and estimated duration of the employment of apprentices.
- (2) *Waiver*. The POD may waive the requirements for disadvantaged workers or apprentices in bid documents if the POD determines that the project involves a high proportion of equipment and materials costs compared to the anticipated labor hours or that there is an insufficient number of disadvantaged workers or apprentices available to meet the contract requirements. The POD shall put its reasoning for the waiver in writing and submit such reasoning to City Council upon presenting the major construction project to City Council for contract approval.
- (3) *Source lists*. The POD shall compile, maintain and make available source lists which include contractors which employ disadvantaged workers and apprentices and other sources to assist with locating disadvantaged workers and apprentices.
- (4) *Rejection of bids*. Where it is determined that none of the bids meet the disadvantaged worker or apprentice required participation percentage, the POD shall rebid the contract unless the Mayor or his or her designee determines that selecting the bid which substantially complies with the disadvantaged worker and apprentice requirements is necessary and in the best interests of the City. Nothing in this section precludes the POD from exercising the authority to accept or reject bids in accordance with other sections of the Code or bid documents.
- (5) *Award of contracts*. All major construction contracts shall be awarded to the lowest responsive and responsible bidder. In awarding any major construction project contract, the POD may reject any bid determined not to be the lowest responsive and responsible bid.
- (6) *Changes after work begins*. The prime contractor and subcontractors must make good faith efforts to replace any

disadvantaged worker or apprentice who can no longer work on a major construction project with another a disadvantaged worker or apprentice in order to achieve the participation percentage.

(7) *Documentation of good faith efforts.* A prime contractor shall be responsible for achieving and maintaining the required participation percentage for the duration of an awarded contract. If the prime contractor and respective subcontractors are not able to achieve or maintain the required percentage, the prime contractor must demonstrate and document that good faith efforts were made to achieve or maintain the required percentage. Documentation that the prime contractor or subcontractor made good faith efforts shall be submitted on forms provided by the POD. The POD shall review the documentation and determine whether good faith efforts were made to achieve or maintain the required percentage of disadvantaged workers and apprentices.

(8) *Required documentation.* The prime contractor and subcontractors shall keep an accurate record showing the total hours of work performed on a major construction project and the name, address, trade classification, hours worked, evidence of disadvantaged worker and apprentice status, and employment status of all disadvantaged workers and apprentices asserted to meet the percentage requirement. The prime contractor shall submit the record to the POD on a quarterly cycle for the duration of the major construction project. The record shall be submitted on or before January 15, April 15, July 15 and October 15 respectively. The record shall consist of the cumulative number of hours worked to date by disadvantaged workers and apprentices and total hours worked to date. The record shall be cumulative for the duration of the major construction project and shall indicate any new hires. The prime contractor is responsible for assuring that all compliance documentation is submitted to the City on forms provided by the POD.

(9) *Compliance; Corrective Action: Penalties.*

- a. During the duration of the major construction project, compliance shall be monitored and evaluated quarterly.
- b. If the contractor has not met the disadvantaged worker or apprentice requirements, the POD will provide written notice regarding noncompliance. The contractor will be required to present a corrective action plan within 30 days of such notice. Once the corrective action plan is approved by the POD, the POD will provide a time period for completion of the corrective action plan. The time period for completion of the corrective action plan shall not exceed 60 days unless the Mayor or his or her designee determines that the contractor has demonstrated that a longer time period is necessary and in the best interest of the City. If the contractor fails to correct the deficiency within the time period, the POD shall impose the following penalties:
  - i. For a first violation ... retainer will be withheld
  - ii. For a second violation ... one year suspension from bidding on City contracts
  - iii. For a third violation ... three year suspension from bidding on City contracts
- c. Contracts and bid documents shall provide that the failure of any prime contractor to comply with any of the requirements may result in the imposition of one or more penalties.

(10) *Authority of the POD.* The POD is authorized to monitor major construction project contracts and prime contractors for compliance with the disadvantaged worker or apprentice requirements throughout the duration of an awarded contract. The POD is authorized to prepare administrative policies and procedures to implement, monitor and enforce the requirements.

(11) *Compliance with federal and state regulations.* The disadvantaged worker or apprentice requirements shall be construed according to and in conformity with State, federal and county laws concerning the bidding and awarding of contracts. Where a major construction project involves the expenditure of State or federal assistance or contract funds, the POD shall comply with such State or federal law and authorized regulations which are mandatorily applicable, including those which dictate that the disadvantaged worker or apprentice requirements may not be required on a particular project.

(12) Annual Report. The POD shall annually provide a report to the City Council regarding disadvantaged workers and apprentices participating in major construction projects. The report must include the total dollar value of awards of major construction projects, the number of disadvantaged workers and apprentices hired on such projects and the number of hours worked by disadvantaged workers and apprentices on such projects.

## **EXECUTION OF THE CONTRACT**

### **Execution of the Contract**

#### **EXECUTION OF THE CONTRACT**

### **ARTICLE E-1 PUBLIC CONSTRUCTION BOND**

The Contractor shall furnish a Public Construction Bond executed by a surety company duly authorized to do business in the state of Florida which shall be countersigned by an agent for the company, resident in the state of Florida. The amount of the bond shall be equal to one hundred percent (100%) of the Contract price, as security for the faithful performance of this Contract and as security for the payment by the Contractor of all persons performing this Contract. The Surety company shall have a rating classification of "A" and a financial category of Class VII as evaluated in the current Best's Key Rating Guide, Property - Liability.

In lieu of the Public Construction Bond, the Contractor may furnish to the City an alternative form of security in the form of cash, money order, certified check, cashier's check, an irrevocable letter of credit, or a security of a type listed in Chapter 625, Part II, of the Florida Statutes and acceptable to the City Attorney. Any such alternative form of security shall be subject to the same conditions as those applicable to the Construction Bond required by this section and Chapter 255 of the Florida Statutes.

The Public Construction Bond shall remain in effect for at least one year beyond the date of Final Acceptance by the City.

Alternative forms of security will be returned to the Contractor not later than thirty (30) days following the expiration of the guarantee period.

### **ARTICLE E-2 INSURANCE AND INDEMNIFICATION**

#### **2.1 Holdharmless/Indemnification**

In consideration of \$10.00, which shall be included in the Bid price, the Contractor shall indemnify, save and hold harmless, and defend the City and all of its officers and employees and the City's designated Design Professional assigned to assist the City Inspector, and all its officers and employees, from all suits, actions, damages, loss, liability and claims of any character, name or description brought for, or on account of, any injuries or damages received or sustained by any persons or property arising out of the Contractor's negligence or the negligence of its officers, agents, representatives, guests, employees, invitees or persons contracting with the Contractor, whether it be the sole or joint negligence with others in connection with performance of the project, by or in consequence of any neglect in safeguarding the Work, or through the use of unacceptable materials in the construction of the Project, or by or on account, of any act, failure to act, omission, neglect or misconduct of the Contractor, its officers, agents, representatives, guests, employees, invitees or persons contracting with Contractor.

## **2.2 Contractor's Coverage**

The Contractor shall not commence work under this Contract until all insurance required in the following paragraphs has been obtained and approved by the City. The Contractor shall not allow any Subcontractor to commence work on a Subcontract until all insurance required of the Subcontractor has been obtained and approved. If a Subcontractor does not obtain insurance in its own name and its principal Contractor wishes to provide insurance protection for such Subcontractor and such Subcontractor's employees, a rider shall be attached to the principal Contractor's policy, which rider shall identify the persons thereby covered or else the principal Contractor shall obtain appropriate policies in the name of the Subcontractor.

The Contractor shall provide the City with Certificates of Insurance for all new and renewal insurance policies. Certificates shall name the City of St. Petersburg as an additional insured and show the City of St. Petersburg as the Certificate Holder. No insurance policy required herein may be canceled, non-renewed, or adversely changed without thirty days written notice to the City. Insurance shall be maintained at all times by the Contractor until Final Acceptance of the Work by the City except for completed operations coverage which shall be maintained for a period of one year beyond Final Acceptance of the Project. Completed operations coverage shall not serve to limit the liability of the Contractor.

Certificates of Insurance shall be delivered to the Purchasing and Materials Management Director. Failure to provide Certificates or failure to renew Insurance shall not relieve the Contractor of the responsibility to provide insurance as required. At the City's request, the Contractor and all its Subcontractors shall provide complete copies of any insurance policies for the City's review. Receipt of Certificates of Insurance which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

The Contractor may, at its option, provide the limits of liability as set out herein by a combination of the policies described herein, including an Umbrella or Excess Liability Insurance Policy. Any Excess or Umbrella policy must provide coverage on at least a following form basis.

Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the City does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

The Contractor's deductibles or self-insured retention may be disapproved by the City and shall be reduced or eliminated at the option of the City. All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

## **2.3 Worker's Compensation**

### **A. Coverage**

The Contractor shall obtain and maintain during the life of this Contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the Project. Coverage should include Employers Liability, Voluntary Compensation and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable.

If any work is subcontracted, the Contractor shall require each Subcontractor to provide Worker's Compensation Insurance for all the Subcontractor's employees unless such employees are covered by the Worker's Compensation

Insurance afforded by the Contractor.

The Contractor and Subcontractors shall purchase any other insurance or coverage required by law for the benefit of their employees.

**B. Limits**

Worker's Compensation - as required by Florida Law.

Employer's Liability - \$100,000 each employee, each accident, and \$100,000 each employee / \$500,000 policy limit for disease.

**2.4 Commercial General Liability**

**A. Coverage**

The Contractor shall obtain and maintain during the life of this Contract, such Commercial General Liability Insurance as shall provide coverage for the Contractor, Subcontractors, the City's designated Design Professional, and the City of St. Petersburg from claims for bodily injury and personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by the Contractor or by any Subcontractors, or any of their agents, representatives, guests, employees, invitees or anyone contracting with Contractor or by anyone directly or indirectly employed by any of them.

Explosion, collapse and underground hazards shall be covered by the Contractor's and Subcontractor's Commercial General Liability Insurance. If such policy does not cover asbestos abatement liability, then a separate asbestos abatement policy with a limit of no less than \$2,000,000 is required, on applicable projects.

A separate general aggregate limit of liability shall apply to the Project in this Contract. If the Contractor works on more than one project, a general aggregate shall apply to each of such projects. The project(s) shall be specifically described in the endorsement.

If Comprehensive General Liability Insurance is obtained instead of Commercial General Liability Insurance, the policy must include the Broad Form Comprehensive General Liability Endorsement.

**B. Limits**

Occurrence type Commercial General Liability in amounts not less than:

General Aggregate Limit applicable per Project: \$2,000,000

Products and Completed Operations Aggregate Limit: \$2,000,000

Personal & Advertising Injury Limit: \$2,000,000

Each Occurrence Limit: \$2,000,000

Fire Damage Limit: \$50,000

Medical Expense Limit: Optional

**2.5 Business Automobile Insurance**

A. Coverage

The Contractor shall obtain and maintain Business Automobile Insurance providing liability coverage for "any auto", which shall include, but not be limited to, all leased, owned, non-owned, and hired vehicles.

B. Limits

\$1,000,000 combined single limit each occurrence for bodily injury and property damage.

**2.6 Builder's Risk Insurance**

On applicable projects, (including structures and wells) each Contractor shall obtain and maintain Builder's Risk Insurance insuring the Contractor's work at the site to its full insurable value. This insurance shall insure the interests of the City, the Contractor, and all Subcontractors in the Work and shall insure against special form causes of loss (all risk perils), including collapse during construction for replacement cost (including fees and charges of engineers, architects, attorneys and other professionals). The Contractor shall obtain and maintain similar property insurance on equipment, materials, supplies and other property and portions of the Work stored on or off site or in transit. Builder's Risk Insurance shall be endorsed to permit occupancy until such time as the facilities are completed and accepted by the City and written notice of that fact has been issued by the City.

**ARTICLE E-3 SUMMARY OF DOCUMENTS REQUIRED TO EXECUTE CONTRACTS**

**Contract Documents**

Two sets of original Contracts will be transmitted to the Contractor by the City with a written Notice of Award by City Council for execution: one marked "ORIGINAL" and one marked "CONTRACTOR". The Contractor is responsible for furnishing the following documentation:

**3.1 Agreement, Acknowledgment of Contractor**

The Agreement shall be filled out in the prescribed manner. No dates shall be filled in until the City places the final signature on the Contract. The Agreement shall be signed by an officer or designated employee of the firm or corporation and shall also be signed by a witness. The Corporate Seal shall be affixed, if a corporation.

The Acknowledgment of Contractor shall be filled out and notarized acknowledging the execution of the Agreement by officials of the firm or corporation.

**3.2 Public Construction Bond, Acknowledgment of Contractor**

The Public Construction Bond form furnished in the Proposal section or an alternate form of security shall be executed as specified in the Article entitled PUBLIC CONSTRUCTION BOND located in the Execution of the Contract section.

The Acknowledgment of Contractor shall be filled out and notarized acknowledging the execution of the Agreement by officials of the firm or corporation.

The Acknowledgment of Surety shall be filled out, signed and notarized by agents of the Surety company.



### **3.3 Certificate of Insurance**

Certificates of Insurance shall be submitted in accordance with the Article entitled INSURANCE AND INDEMNIFICATION in the Execution of the Contract section. The form of the Certificate of Insurance shall be an insurance industry standard Certificate of Insurance.

## **ARTICLE E-4 EXECUTION OF THE CONTRACT**

### **4.1 Execution Time Frame**

The Contractor shall furnish the City with executed Contracts, Bonds, and Insurance within ten (10) consecutive calendar days following receipt of Contracts and written Notice of the Award. If the Contractor fails to do so within the specified time frame, the Bid Bond, check or bid security furnished with the Proposal, and the monies payable thereon, shall be paid into the funds of the City of St. Petersburg as liquidated damages. Otherwise, the check or Bid Bond or security accompanying the Bid Proposal shall be returned to the Contractor as specified in the Article entitled BID GUARANTY of the Instructions to Bidders.

### **4.2 Contract Documents - Copies Furnished**

In addition to the executed set of Contract Documents, the City will furnish, free of charge to the Contractor, one (1) set of Plans and Specifications plus a computer disk with files of the Plans and Specifications in PDF format. Any additional Plans and Specifications will be sold to the Contractor at the cost of reproduction.

The one (1) sets shall be maintained in good condition for marking as-built conditions, as specified in the Article entitled AS-BUILT DRAWINGS, in the General Conditions.

## **GENERAL CONDITIONS**

### **General Conditions**

#### **GENERAL CONDITIONS**

### **ARTICLE G-1 DEFINITION OF TERMS**

The following terms as used in these Documents are respectively defined as follows:

**ADDENDA** - Written or graphic instruments issued prior to receipt of Bids which modify or interpret the Contract Documents, Plans and/or Specifications by additions, deletions, clarifications and/or corrections.

**AGREEMENT/CONTRACT** - The written Contract between the City and the Contractor covering the Work to be performed, the Contract Documents are attached to and made a part of the Agreement.

**ALTERNATES** - Bid price for additive or deductive items to the Base Bid in the Proposal.

**BID** - The Proposal of the Bidder submitted on the prescribed Contract Proposal form setting forth the prices for the Work to be performed.

**BID DOCUMENTS** - Consisting of the Proposal forms, and Bid Bond form.

**BIDDER** - Any individual, firm, or corporation, submitting a Proposal for the Work contemplated, acting directly or through a duly authorized agent. The Bidder shall supply documentation of the existence of the firm or corporation as may be required by the City.

**BONDS** - Bid Bond, Public Construction Bond, and other instruments of security furnished by the Contractor and its Surety in accordance with the Contract Documents and in accordance with Florida State law.

**CHANGE ORDER** - A written order to the Contractor prepared by the City, executed as required by the Contract Documents, describing, authorizing and recognizing a change in the Work, an adjustment in the Contract Price, and, if applicable, an adjustment in the Contract Completion date. A Change Order may be utilized to substitute work at no cost, to authorize additional (extra) work or to authorize the deduction of work. A Change Order signed by the Contractor indicates its agreement therewith including any adjustment in the Contract Price and/or the Contract Time.

**CITY** - The City of St. Petersburg, Florida, as represented by the City Council of said City.

**CITY INSPECTOR** - Duly authorized project representative assigned by the Manager, Engineering Construction. The City Inspector may be a City employee or an employee of a Design Professional employed by the City.

**CONTRACT DOCUMENTS** - The Agreement between the City and the Contractor including the Notice to Bidders, Instruction to Bidders, General Conditions, Technical Specifications, Proposal, Bid Bond, Agreement, Public Construction Bond, Certificate of Insurance, Addenda, and Plans together with such Change Orders as may be made before or during the progress of the Work.

**CONTRACT PRICE** - The total moneys payable to the Contractor under the terms and conditions of the Contract Documents.

**CONTRACT TIME** - The period of time subsequent to the issuance of the Notice to Proceed and prior to and including the date stated in the Contract Documents allowed for the completion of the Work.

**CONTRACTOR** - The party of the first part to the Contract, acting directly or through its agents or employees.

**DESIGN PROFESSIONAL** - The person, firm, or corporation under separate contract with the City, or City personnel, to provide Engineering/Architectural services, and, if noted at the pre-construction conference, may provide construction administration, construction inspection or other project-related services for the Project.

**ENGINEER/Engineering & Capital Improvements DIRECTOR** - The Director of the City Engineering & Capital Improvements Department, or an authorized representative.

**FIELD ORDER** - A written instrument, on a form utilized by the City and delivered to the Contractor, that interprets and/or provides the Contractor with information clarifying a particular requirement of the Contract Documents. The issuance of which further indicates that no increase or decrease in Contract Price and/or Contract Time is applicable to the Contract requirement addressed by the Field Order.

**FINAL ACCEPTANCE/PAYMENT** - Acknowledgment by the Owner that the Final Completion has been achieved by the Contractor and that all construction has been completed in accordance with the Contract Documents. Final Acceptance shall be made in the form of the Final Payment to the Contractor releasing all moneys due to the Contractor.

**FINAL COMPLETION** - Completion of all work required under this Contract in accordance with the Contract Documents, to the satisfaction of the Owner. Completion includes not only construction of Work and the completion of the punch list items, but also the satisfactory submittal of as-built drawings approved by the Owner, Operation and Maintenance Manuals, lien releases, and all other documentation required by the Contract Specifications.

**MANAGER, ENGINEERING CONSTRUCTION** - Duly authorized representative of the Engineering & Capital Improvements Director.

**NOTICE OF AWARD** - Official written notice by the City to the apparent successful Bidder stating project award. Serves as transmittal of Contracts to Contractor for execution within specified time.

**NOTICE TO PROCEED** - Official written notice mailed by the City to the Contractor, the date of which the Contract Time will commence to run, and upon which the Contractor shall be prepared to initiate construction work under the Contract Documents within the following ten (10) days.

**OWNER** - The City of St. Petersburg, FL, party of the second part of this Contract.

**PLANS/CONTRACT PLANS** - All tracings, drawings, or reproductions thereof furnished by the City pertaining to the Project and such detailed supplemental drawings as may be issued by the City as the Work proceeds.

**PROJECT** - The entire construction to be performed as provided in the Contract Documents.

**PROPOSAL** - The City-supplied forms submitted by the Bidders to the City no later than the time specified in the Notice to Bidders.

**PROCUREMENT AND SUPPLY MANAGEMENT DIRECTOR** - The Director of the City Purchasing and Materials Management Department, or an authorized representative.

**SAMPLES** - Physical examples which illustrate materials, equipment, or workmanship and established standards by which the Work will be judged.

**SHOP DRAWINGS** - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the Work to be fabricated and/or installed as required by the Contract Documents.

**SPECIFICATIONS** - Those portions of the Contract Documents consisting of written technical descriptions of, and requirements applicable to materials, equipment, construction systems, standards and workmanship as applied to the Work, and all administrative details, procedures and requirements. Specifications include all divisions herein.

**SUBCONTRACTOR** - A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor does not include its Subcontractors.

**SURETY** - The corporate body which is bound with and for the Contractor and which engages to be responsible for its payment of all debts pertaining to, and for its acceptable performance of, the Work for which it has contracted.

**WORK** - The entire completed construction, or the various separately identifiable parts, furnished under the Contract Documents. Work is the result of, or an act of, performing services furnishing labor and supplying and incorporating material, and equipment into the Project, in conformity with the Contract Documents.

## **ARTICLE G-2 COMMENCEMENT AND COMPLETION**

The Contractor may not commence work at the site until all the information required in the "Execution of the Contract" has been submitted. Once a written Notice to Proceed has been issued, the Contractor shall begin work within 10 days of the Notice to Proceed date.

Prior to beginning work, the Contractor shall coordinate the Work with utility companies serving the site and shall obtain assurance from each utility company that the utility has seen and is familiar with the scope of work to be performed and its impact on the utility service.

The Contractor shall diligently and progressively pursue the Work until its completion. If the Contractor fails to complete the Work within the time specified in the Agreement, liquidated damages will be assessed in accordance with the Article entitled LIQUIDATED DAMAGES in the General Conditions. The time stated for completion shall include final cleanup of the premises.

### **ARTICLE G-3 LIQUIDATED DAMAGES**

If the Contractor fails to complete the Work within the time specified in the Contract, or any extension, the Contractor shall pay to the City as liquidated damages to recover additional costs to the City for late completion of work, the following sums each day of delay:

A. For failure to complete all work under this Contract, One Thousand Dollars (\$1,000.00) per calendar day of delay until completed and accepted. Should all work be completed and accepted except grassing, liquidated damages for that work will be assessed as stated in the next paragraph.

B. For failure to complete all incidental grassing and the establishment thereof, as set forth hereinafter in the Contract, One Hundred Dollars (\$100.00) per calendar day of delay until completed and accepted.

If the City terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for Final Completion of the Work together with any increase costs occasioned the City in completing the Work.

If the City does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the Work is completed or accepted.

If the Contract completion date precedes the pre-final inspection date, liquidated damages will accrue automatically between the Contract completion date and the date when the Engineer certifies in writing that the pre-final inspection punch list items have been satisfactorily completed. Liquidated damages will again begin accruing on the date following the issuance of the final inspection punch list by the City and will continue to accrue from that date to the date when the Engineer certifies in writing that the final inspection punch list items have been satisfactorily completed.

### **ARTICLE G-4 PROJECT SCHEDULE**

The Contractor shall submit to the City at the pre-construction conference, or any other time as requested by the Engineer, three (3) copies of a practicable Project schedule showing the order in which the Contractor proposes to perform the Work, and the dates on which the Contractor plans starting and completing the major features of the Work, including acquiring materials, plant and equipment.

Project schedules will be suitable scale to indicate appropriately the percentage of the Work scheduled for completion by any given date during the period. The purpose of this Project schedule is to assure adequate planning and execution of the Work and to assist the Engineering & Capital Improvements Director appraising the progress of the Work and value of this Work. The Engineering & Capital Improvements Director may withhold approval of

partial payments until the Contractor submits and obtains approval of the Project schedule.

The Contractor shall update the Project schedule showing actual progress on a monthly basis. If, in the opinion of the Engineering & Capital Improvements Director, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Engineering & Capital Improvements Director, without additional cost to the City.

In this circumstance, the Engineering & Capital Improvements Director may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction equipment, and to submit for approval any supplementary schedule or schedules in chart form as the Engineering & Capital Improvements Director deems necessary to demonstrate how the approved rate of progress will be regained.

Failure of the Contractor to comply with the requirements of the Engineering & Capital Improvements Director under this Article shall be grounds for a determination by the Engineering & Capital Improvements Director that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Engineering & Capital Improvements Director may terminate the Contractor's right to proceed with the Work, or any separable part of it in accordance with the Article entitled TERMINATION OF THE CONTRACT in the General Conditions.

#### **ARTICLE G-5 PROGRESS CHARTS**

In consonance with the Article entitled PROJECT SCHEDULE in the General Conditions, the Contractor shall be guided by the following requirements and procedures as pertain to submission of an initial, and subsequent, periodic construction progress charts. These charts as approved and updated shall provide the basis for determination of the amounts of partial payments.

Blank forms will be furnished to the Contractor as soon after award as practicable for its use in submitting its Contract progress schedules for approval. Three (3) copies of full size and legible monthly updated progress schedules are to be furnished by the Contractor and submitted with all partial payments.

The Contractor shall indicate on the initial progress schedule and subsequent progress charts, the bid items contained in the Contract, showing the amount of the item and its relative weighted percentage of the total Contract. The Contractor shall separate features of work under each item to show salient work elements such as procurement of materials, plant, and equipment, and supplemental work elements such as excavation, reinforcing steel, backfill, etc. These salient features shall total to the cost and weighted percentages shown for the major bid item. As directed by the Engineering & Capital Improvements Director, other requirements to be shown on the Project schedule will include manpower loading by craft, construction equipment, and subcontracts required to support the work elements.

After the Project schedule has been accepted by the Engineering & Capital Improvements Director, this schedule will become the basis for periodic updated progress chart.

Changes to the Contract which are minor in nature shall be listed and scheduled separately in order of their issuance and as reported on the associated request for partial payment. Completion of work on minor changes shall be noted as work progresses.

When major changes are issued in which one or more of the bid items are significantly changed in cost and/or time, the progress schedule shall be revised to incorporate such changes showing revised item completion dates and overall new completion dates, as applicable.

#### **ARTICLE G-6 INTENT AND USE OF CONTRACT DOCUMENTS**

### **6.1 Relationship Between Documents**

The Contract Documents comprise the entire Contract between the City and the Contractor concerning the Work. They may be altered only by a modification. The Specifications are accompanied by the Plans which are duplicates of Plans on file with the City Engineering & Capital Improvements Department.

The Contract Documents are complementary; what is called for by one portion is as binding as if called for by all portions. The table of contents, titles and headings contained in the Contract Documents are solely to facilitate reference to pertinent provisions of the Contract Documents, and shall in no way affect the interpretation of the provisions to which they refer. Further, in the event any particular parts of these Contract Documents are found to be unenforceable, no such event shall affect the enforceability or applicability of any other parts of the Contract Documents.

In the event a conflict between the Plans and the Specifications arises, the Contractor shall notify the Engineer who shall interpret and rule on the true intent.

### **6.2 References to Other Documents**

Reference to standard specifications, manuals or codes of a technical society, organization or association, or to the code of a governmental authority, whether such reference is specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of the Bids unless otherwise specifically stated and shall be as binding as other Project Specifications. However, no provision of a referenced standard specification or manual (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, or the Contractor or any of their agents or employees from those set forth in the Contract Documents.

When used in the Contract Documents, the following abbreviations have the meaning shown unless stated otherwise:

AASHTO - American Association of State Highway and Transportation Officials (successor to AASHO)

ACI - American Concrete Institute

AISC - American Institute of Steel Construction

AISI - American Iron and Steel Institute

ANSI - American National Standards Institute (successor to USASI and ASA)

AREA - American Railway Engineering Association

ASHRAE - American Society of Heating, Refrigerating, and Air Conditioning Engineers

ASTM - American Society for Testing and Materials

AWPA - American Wood Preserver's Association

AWS - American Welding Society

AWWA - American Water Works Association

CISP - Cast Iron Soil Pipe Institute

CRSI - Concrete Reinforcing Steel Institute

DEP - Department of Environmental Protection, State of Florida

DIPRA - Ductile Iron Pipe Research Association

DOT or FDOT - Department of Transportation, State of Florida

DOT-SSRBC or - Department of Transportation, Standard Specification for FDOT-SSRBC Road & Bridge

Construction (English Units)

FM - Factory Mutua

IEPA or USEPA - United States Environmental Protection Agency

IEEE - Institute of Electrical and Electronics Engineers (successor to AIEE)

MUTCD - Manual on Uniform Traffic Control Devices

NEC - National Electrical Code

NEMA - National Electrical Manufacturer's Association

NFPA - National Fire Protection Association

NSF - NSF International (formerly National Sanitation Foundation)

OSHA - United States Department of Labor, Occupational Safety and Health Administration; and Occupational Safety and Health Act

PCA - Portland Cement Association

PCI - Pre-stressed Concrete Institute

SBCCI - Southern Building Code Congress International

SMACNA - Sheet Metal and Air Conditioning Contractor's National Association

SSPC - Steel Structures Painting Council

UL - Underwriters Laboratories, Inc.

### **6.3 Contract Document Ownership**

Neither the Contractor nor a Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire title to or ownership rights in the Plans, Specifications, or other documents (or copies of same) prepared by or through the City and they shall not reuse them in whole or in part, on extensions of this Project or on another project without prior written consent of the City including any specific written verifications or adaptations.

### **6.4 Intent of the Plans**

The intent of the Plans is to provide the Contractor with the best practical information regarding the layout and dimensioning of the items of equipment or work required. In as much as it is neither practical nor standard practice to show every detail on the Plans, the Contractor shall be responsible for the functionality of the various pieces of equipment and materials in order to provide a complete and operable system and facility. All such connecting equipment shall be included in the original Contract Price bid. Large scale and full size drawings shall be followed in preference to the smaller scale drawings, and figured dimensions rather than scaled measurements shall be used.

### **6.5 Intent of the Specifications**

The intent of the Specifications is to provide the Contractor with the best practical information regarding the quality of materials and work to be performed at the site. Each Contractor shall be responsible for ensuring that the material standards required are met and that the manner of performing all work is of the highest quality.

### **6.6 Intent of the Contract Documents**

It is the intent of the Contract Documents to describe a complete Project to be constructed in accordance with the Contract Documents. All work that may reasonable be inferred from the Specifications or Plans as being required to



produce a complete and functional result shall be supplied whether or not it is specifically mentioned. When words which have a well-known technical or trade meaning are used to describe the Work, materials or equipment, in all cases those words shall have that meaning.

The apparent silence of the Specifications as to any detail, or the omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to be used, and that only materials and workmanship of the best quality shall be used, and interpretation of the Specifications shall be made upon that basis.

Payment for the items quoted in the Proposal shall also include all costs of any other work, materials and equipment necessary to make the Work complete with the intent of the Project. Work not specified, but involved in carrying out their intent or in the complete and proper execution of the Work is required, and shall be performed by the Contractor as though it was specifically delineated or described.

### **6.7 Record Documents**

The Contractor shall maintain in a safe place at the site one record copy of all Plans, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarification in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to the Engineer for reference.

### **6.8 Records Retention**

The Contractor shall maintain complete records of this Agreement for a minimum of three (3) years, or such time as may be required by law. All records shall be kept and maintained in accordance with generally accepted accounting principles.

## **ARTICLE G-7 OMISSIONS OR ERRORS IN THE CONTRACT DOCUMENTS**

Should anything be omitted from the Contract Plans or Specifications which is necessary to permit a clear understanding of the Work, or should there be any error in any of the various instruments furnished, the Contractor shall not perform the Work and shall immediately notify the City of such omissions or errors. Upon receipt of such notification, the City will respond accordingly.

In the event of the Contractor's failure to follow this procedure, it shall make good any damage to or defect in its work caused hereby. The Contractor will not be allowed to take advantage of any omission or error on the Plans, as full instructions will be furnished by the City regarding the intent of the Contract Documents.

## **ARTICLE G-8 INTERPRETATIONS**

When, during the course of the progress of the Work, a question arises as to the intent of the Contract Documents, the scope of Work to be performed, or the labor or materials to be supplied, such questions shall, prior to the Work being performed, be referred to the Engineer for formal determination. All such referrals must be made prior to the Work being performed. Any Work performed prior to receipt of written instruction shall be considered to have been performed outside the scope of the Contract and performed at no cost to the City.

If, upon the receipt of a question concerning the Work, the Engineer determines that the Work referred to must be performed by the Contractor at no increase in price to the Contract, the City Inspector will issue an interpretation on a form entitled "Field Order", which upon issue, shall be signed by the Contractor acknowledging receipt. In the

event the Contractor disagrees with such an interpretation, it must register a protest by Certified Mail with the Engineer within ten (10) days following the date of issuance of the Field Order by the City Inspector. However, the Contractor shall immediately proceed with the instruction given in the Field Order.

If, upon receipt of a question concerning the Work, the Engineer determines that the Work referred to lies outside the Contractor's scope of Work, the Engineer will not issue a Field Order but rather will initiate the procedures for the execution of a Change Order as specified in the Article entitled CHANGES IN THE WORK in the General Conditions.

Interpretations of the requirements of the Contract Documents may be issued as Field Orders by the Engineer or the City Inspector at any time during the course of the construction. The Contractor, at all times, is required to immediately execute the instructions of all issued Field Orders.

#### **ARTICLE G-9 APPLICABLE LAWS AND REGULATIONS**

The Contract Documents shall be governed by the laws, codes, and regulations of the place of the Project. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work. If the Contractor finds that the Contract Documents are or may be in conflict with applicable laws, ordinances, rules or regulations, the Contractor shall give, prior to performing such Work, the City prompt written notice, specifying each conflict. Upon receipt of such notice, if warranted, the City will eliminate each conflict by issuance of an appropriate Field Order or Change Order.

In as much as the Contractor is required to be familiar with the code requirements applicable to its Work, if the Contractor performs any work contrary to such laws, codes, rules, and regulations, and fails to provide written notice to the City, the Contractor shall bear sole liability for all consequences.

#### **ARTICLE G-10 ROYALTIES AND PATENTS**

The 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 the City 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 the City in the Contract Documents.

The Contractor shall indemnify and hold harmless the City and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of patents 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, and shall defend all such claims in connection with any alleged infringement of such rights.

#### **ARTICLE G-11 ACCIDENT PREVENTION**

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, and existing building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in

Construction, published by the Associated General Contractors of America, and OSHA's Safety and Health Standards (29 CFR 1926/1910) U. S. Department of Labor, to the extent that such provisions are not in contravention of applicable law and the Accident Prevention Manual, City of St. Petersburg, Florida.

## **ARTICLE G-12 PUBLIC CONVENIENCE AND SAFETY**

### **12.1 Requirements for the Protection of the Work, Personnel, 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 all necessary precautions for the safety of, and shall provide the necessary protection to prevent and mitigate damage, injury or loss resulting from its construction activities to:

- A. All employees on the Work and all other persons who may be affected thereby;
- B. All the Work, and all materials and equipment to be incorporated therein, whether installed, in storage on or off the site under the care, custody or control of the Contractor or any of its Subcontractors or Sub-Subcontractors; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property of their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

No Contractor shall cut away any timber, dig under any foundations or into any walls or other parts, or in any case allow the same to be done without the full knowledge and consent of the City, and shall be held responsible for any damage resulting from any violations of the provisions of this clause. Approved excavation under foundations shall be backfilled concrete by and at the expense of the Contractor requiring such excavation.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable and for which the Contractor is responsible except damage or loss attributable to the acts or omissions of the City or anyone directly or indirectly employed by the City, or by anyone for whose acts the City may be liable, and not attributable to the fault or negligence of the Contractor.

### **12.2 Public Convenience**

The Contractor shall conduct its work so as to interfere as little as possible with private business or public travel. It shall, at its own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and it shall be liable for all damages occasioned in any way by its act or neglect or that of its agents or employees. The Contractor is responsible, where necessary, to provide temporary sidewalks for the safe passage of pedestrian traffic. The Contractor shall comply with the State of Florida Manual on Traffic Control and Safe Practices.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and

rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption to underground or overhead utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall immediately alert the occupants of nearby premises as to any emergency that the Contractor may create or discover at or near such premises. The Contractor shall then notify the City and the owner or operator of the utility facility of the disruption and shall cooperate with the said utility owner or operator in the restoration of service. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

During all work under this Project, the Contractor, through the use of water or other City-approved means, shall institute a continuous dust abatement program to the extent that reasonable precaution shall be taken by the Contractor to prevent the emission of fugitive particulate matter into the atmosphere. Access to private property is to be maintained at all times. It is the Contractor's responsibility to develop construction schedules and methods to assure compliance with this requirement.

#### **ARTICLE G-13 NOISE ABATEMENT**

The Contractor shall meet the following noise abatement performance standards in the conducting of construction activity:

A. Between sunset and 11:00 p.m., noise levels shall not exceed an L50 sound level of 70 dB at the nearest residential or commercial property line.

B. Operation of equipment should be avoided between 11:00 p.m. and sunrise, but if required, the noise level shall not exceed an L50 sound level limit of 60 dB.

Definitions for terminology contained in this Article shall be those definitions given in the City of St. Petersburg City Code, Chapter 11, Article III. For any source of sound which emits a pure tone or air impulsive sound from equipment or activities related to the Work, the sound level limit set forth above shall be reduced by 5 dB.

If mufflers cannot achieve the necessary noise reduction, noise abatement shall be accomplished by the Contractor's installation of baffles (or other acceptable means) positioned to break line-of-sight from the noise source to affected residences and/or commercial structures.

#### **ARTICLE G-14 WORK DAYS**

Except for special operations that may be necessary to maintain, check, and protect work already performed, all work shall normally be discontinued on Saturdays, Sundays, and City-designated holidays. Should the Engineer approve the Contractor's performing work on Saturdays, Sundays, or City-designated holidays, and such work, in the Engineer's opinion, requires City inspection, the Contractor shall pay the City the amount of Four Hundred Dollars (\$400.00) per eight (8) hour day or fraction thereof for each City inspector so assigned. Should it be desired to perform regular and continuous night work, the lighting, safety and other facilities which are necessary for performing such work at night must be provided by the Contractor, at its own cost and expense.

#### **ARTICLE G-15 NO WAIVER OF RIGHTS**

No inspection, orders, measurements, or certificates made by the Engineer, nor any payment or acceptance in whole or in part, nor extension of time, nor taking of possession by the City, shall operate as a waiver of the conditions of this Contract, or of any right to damages herein provided for. No waiver of one breach of the Contract shall be construed as a waiver of another breach.

Should an error be discovered in the partial or final estimates, or conclusive proofs of defective work or materials used by the Contractor be discovered after the Final Payment has been made, the City reserves the right to claim and remove by process of law such sums as may be sufficient to correct the error or make good the defect in the Work and materials.

#### **ARTICLE G-16 SEPARATE CONTRACTS**

The Owner reserves the right to let other Contracts or do other work by force account in connection with the Work. The Contractor shall afford such other Contractors or the Owner reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly coordinate its work with theirs.

#### **ARTICLE G-17 COORDINATION OF THE WORK**

It shall be the responsibility of the Contractor to set the pace of the Work and coordinate the Work of any and all other Contractors, Subcontractors, and private utilities working at the site. The cost associated with those efforts shall be incorporated into the various bid prices for the Contractor's work.

This coordination shall include sufficient notifications of each of the other Contractors when they must be at the site to initiate portions of their work. These notifications should be logged by the Contractor in a construction log book.

Each Contractor shall afford other Contractors, Subcontractors and private and public utility companies reasonable opportunity for the introduction or storage of their materials and the execution of their work. Any Contractor failing to do so shall be responsible for all damages or other costs associated with delays in work precipitated by such failure. If the City is performing work with the City employees, the Contractor shall provide reasonable opportunity to the City for the introduction and storage of materials and equipment and the execution of work. The Contractor shall properly connect and coordinate its work with the work of all other forces at the site.

If any part of a Contractor's work is preceded by the work of the City, utility companies or any other Contractor, it shall, prior to the initiation of its work, inspect such other work and report to the Engineer any defects which render it unsuitable as related to its work. Failure by any Contractor to make such inspection shall constitute its acceptance of the other work as fit and proper for the reception of its work; except as to hidden defects or defects which may develop in the other work at a later date.

The Contractor shall do all cutting, fitting, and patching of its work that may be required to properly integrate it with work performed by other forces. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering such work, and shall only cut or alter such work with the consent of the entity whose work will be affected.

#### **ARTICLE G-18 CONFERENCES AND CORRESPONDENCE**

##### **18.1 Pre-construction Conference**

As soon as practical after the execution of the Contract occurs, a Pre-construction Conference will be scheduled to receive the Contractor's proposed construction schedule; to verify or clarify procedures for handling Shop Drawings

and other submittals, to explain the procedure for processing Contractor's pay estimate forms; and to establish a general understanding among all persons who will be engaged in the construction activities. This conference shall be attended by responsible individuals, representing the City, the Contractor and the Contractor's Subcontractors. The City will designate the time, date and place for this conference.

### **18.2 Other Conferences**

Contractors engaged in major street replacement may be required to attend a public meeting to discuss their construction sequence. Each Contractor shall also attend, during the course of construction, regularly held job meetings at the job site. The frequency of these regularly scheduled job meetings will be determined by the City but will not occur more often than once per week.

### **18.3 Correspondence to the Contractor**

The business address given at the pre-construction conference shall be designated as the place where all notices, letters, and other communication shall be served, mailed to or delivered.

### **18.4 Correspondence to the City**

The business address for correspondence to the City after the Notice to Proceed shall be determined at the pre-construction conference. Correspondence prior to the Notice to Proceed shall be mailed or delivered to the business addresses given in the Notice to Bidders.

## **ARTICLE G-19 CONSTRUCTION MEANS AND METHODS**

Unless otherwise expressly provided in the Contract Documents, the means, methods, techniques, sequences and procedures of construction shall be as such as the Contractor may choose; subject, however, to the City's right to reject means and methods proposed by the Contractor which will not produce the finished Work in accordance with the terms of the Contract or does not meet the highest standards of workmanship of the industry. The City may also direct means or methods more stringent than those proposed by the Contractor in the interest of alleviating hazards of the Work to persons or to property.

The approval or lack of approval by the City of the Contractor's means or methods of construction or the City's failure to exercise the right to reject such means and methods, shall not relieve the Contractor of its obligation to accomplish the result intended by the Contract Documents; nor shall the exercise of, or failure to exercise such right to reject, create a cause of action for damages.

The Contractor shall be responsible to the City for the acts and omissions of its employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a Contract with the Contractor.

## **ARTICLE G-20 CONTRACTOR'S OBLIGATION TO PERFORM**

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. No payment, act or statement by the City or by an employee or agent of the City for the duration of the Contract shall constitute an acceptance of work not in accordance with the Contract Documents, nor shall it constitute a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents. The Contractor agrees that work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of

progress as will ensure full completion within the time specified. It is expressly understood and agreed by and between the Contractor and the City that based upon the Contract Price, the time for the completion of the Work is a reasonable time for the completion of the same.

By executing the Contract, the Contractor represents that it has visited the site, familiarized itself with the local conditions under which the Work is to be performed, and has correlated its observations with the requirements of the Contract Documents.

Should the Contractor cause damage to any other Contractor on the Work, the Contractor agrees, upon due notice, to settle with such Contractor by agreement or arbitration, if it will so settle. If such other Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at its own expense, and if any judgment against the Owner arises there from, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

## **ARTICLE G-21 RESPONSIBILITY OF THE CITY**

### **21.1 Contractual Representative**

The office of the Engineering & Capital Improvements Director and its designees will be the City's sole representative during construction. In the event that the City has hired an engineering or architectural firm to provide construction-related services for this Project, the City will designate a representative during construction at the pre-construction conference.

### **21.2 Issuance of Change Orders and Field Orders**

Through the issuance of Field Orders and punch lists, the Engineering & Capital Improvements Director shall be the final City interpreter of the requirements of the Contract Documents and the judge of the adequacy of the Work performed. The office of the Engineering & Capital Improvements Director will furnish, with reasonable promptness, such clarification, explanations or interpretations (Field Orders) of the Contract Documents as are deemed necessary, which shall be consistent with the expressed or obvious intent of the Contract Documents.

The office of the Engineering & Capital Improvements Director shall be the final judge as to the need for, the existence of, and the reasonableness of prices for extra work and deducted work.

No Field Orders or Change Orders can be issued by consultants hired by the City to provide construction-related services. These two forms can only be issued and/or executed by the authorized employees of the City.

### **21.3 Preparation of Additional Drawings**

The City shall, if deemed necessary, furnish the Contractor further drawings as may be necessary to detail and illustrate the Work to be performed and the Contractor shall immediately conform its work to said drawings and said drawings shall become part of the Contract Documents. Such drawings may also be issued as supplementary documents to either Field Orders or Change Orders.

## **ARTICLE G-22 CITY'S RIGHT TO DO WORK**

The City reserves the right to furnish, at any time, materials and labor and to execute work, in addition to the Work of the Contractor, as the City may desire. Further, the City reserves the right to furnish, at any time, such materials and labor, and to execute, with City forces, Work covered by this Contract at which time a Change Order deducting

the Work may be prepared and properly executed.

#### **ARTICLE G-23 CITY'S RIGHT TO STOP OR SUSPEND WORK**

The City shall have the right to stop or suspend the whole or any part of the Work to be performed, when, in the opinion of the Engineering & Capital Improvements Director, the Contractor is not performing the Work in accordance with the provisions of the Contract Documents. However, this right of the City to stop the Work will not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity.

If it becomes apparent to the City that the Work should be suspended due to weather conditions, the City shall have the right to suspend the Work in order to protect the integrity of the Work items being suspended. In the event this occurs, the City will issue a notice of suspension to the Contractor stating the reasons for the suspension and the date on which the Work shall be resumed. The Contractor shall resume the Work on the date so fixed and shall be granted an increase in the Contract Time equal to the number of days of the suspension.

#### **ARTICLE G-24 MATERIAL AND EQUIPMENT DELIVERY**

Shipments of material to be used by the Contractor in the Work shall be scheduled for delivery to the site only during the regular working hours of the Contractor. If a delivery must be made during other than the normal working hours of the Contractor, its authorized agent shall be on duty to receive such material. No employees or agent of the City shall be authorized or requested to receive shipments designated for the Contractor.

#### **ARTICLE G-25 STORAGE OF MATERIALS**

##### **25.1 Proper Storage**

All materials and equipment incorporated in the Work shall at all times subsequent to shipment from the production or warehouse facilities of suppliers, and prior to their installation in final locations designated, be stored in clean, dry storage facilities acceptable to the City. Adequate storage facilities shall be maintained by the Contractor for the duration of the Project. The Contractor shall bear sole responsibility for the security of all storage facilities, and shall provide ready access to the City during all periods that construction activities are in progress, as well as at other reasonable times. Materials that are improperly stored may be rejected by the City without testing. Materials shall be placed so that inspection may be made promptly.

##### **25.2 Use of Premises**

The Contractor shall confine its equipment, apparatus, the storage of materials and the operation of its workers to the limits indicated by law, ordinances, permits, or direction of the Engineer. The Contractor shall not unreasonably encumber the premises. The Contractor shall diligently guard and protect all work and materials.

##### **25.3 Use of Chemicals**

All chemicals used during Project construction or furnished for Project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.



## **ARTICLE G-26 QUALITY OF MATERIALS AND WORKMANSHIP**

All materials and equipment furnished under this Contract shall be as specified or required and of a domestic origin or manufacture (unless otherwise specified). In the absence of a particular specification, materials and equipment shall be the best of their respective kinds, of a model or type currently being manufactured, of new stock, unused and not deteriorated. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

All Work contemplated and described shall be done in a good, substantial and workmanlike manner and shall be of the best quality.

## **ARTICLE G-27 SANITARY FACILITIES FOR CONSTRUCTION PERSONNEL**

Temporary sanitary conveniences for use of all persons employed on the Work shall be supplied and maintained by the Contractor in sufficient number, and in such places as required by the County Public Health Unit and shall be approved by the City. All persons connected with the Work shall be obliged to use them and any employees found violating these provisions shall be discharged and not again employed without written consent of the City. All necessary precautions including the care of employees, shall at all times be satisfactory to the City.

The Contractor shall promptly and fully comply with all orders and regulations in regard to these matters. At the completion of the Work, the Contractor shall remove these temporary facilities to the satisfaction of the City.

## **ARTICLE G-28 SUBCONTRACTORS**

### **28.1 Division of the Work for Contractors**

Neither the Divisions and Sections of the Technical Specifications, nor the Proposal, nor the organization and designations of the Plans shall control the Contractor in dividing the Work among Subcontractors, or delineating the Work to be performed by a specific trade.

### **28.2 Contractor's Responsibility for Subcontractors**

Contractors shall be fully responsible for all acts and omissions of their Subcontractors, and of persons and organizations directly or indirectly employed by them, and of persons and organizations for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. The Contractor is responsible for payment to Subcontractors pursuant to those terms and conditions of their respective agreements. When notified by the City in writing of an alleged payment deficiency of a Subcontractor, the Contractor shall respond in writing within seven (7) days, with concurrence of non-payment to a Subcontractor, or the reason(s) why payment has not been rendered. Failure to respond will be reason for the City to withhold partial or Final Payment.

### **28.3 City's Responsibility to Subcontractors and Material Suppliers**

The City may furnish, at the City's discretion, upon written request from any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account for specific work performed. The City may also furnish, upon request, a copy of the Contractor's Public Construction Bond or

alternate form of security.

When placed on notice, by a Subcontractor, of a Contractor's failure to pay the Subcontractor for work performed and paid for by the City, the City shall give notice to the Contractor and the Bonding Company, requesting a written explanation to include amounts paid to date.

#### **28.4 Agreement With Subcontractors**

It is recommended that all work performed for the Contractor by a Subcontractor be performed pursuant to an appropriate agreement between the Contractor and the Subcontractor, which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the City. Said agreement should preserve and protect the rights of the City under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and should allow the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the City. The Contractor should include all required labor provisions in its agreements with Subcontractors. Where appropriate, the Contractor should require each Subcontractor to enter into similar agreements with its Subcontractors.

When a Subcontractor is not paid by the Contractor, for work performed and paid for by the City, it is the Subcontractor's responsibility to notify the City in writing, with a copy to the Bonding Company, the amounts due, the work performed, and the payment terms of the Contractor-Subcontractor agreement that have been violated. The Contractor should make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at a variance with the Contract Documents. Each Subcontractor should similarly make copies of such documents available to its Subcontractors.

### **ARTICLE G-29 CONTRACTOR'S EMPLOYEES**

The Contractor shall employ a qualified resident Superintendent and only competent and skillful personnel to do the Work. In the event the City notifies the Contractor in writing that any person employed to perform work at the site is, in the opinion of the City, disobedient, intemperate, incompetent, disorderly or otherwise unsatisfactory, the Contractor, on receiving such notice, shall immediately dismiss such person and shall not again employ that person on any part of the Work without the written consent of the City.

### **ARTICLE G-30 CONTRACTOR TO BE REPRESENTED**

#### **30.1 Office Supervision**

The Contractor shall devote the office attention necessary to ensure the timely submission of Shop Drawings and Samples of materials.

The Contractor shall devote the office attention necessary to ensure that materials are ordered with sufficient lead time to have them available at the site when needed to ensure that the Work progresses according to the progress schedule and in accordance with the Contract Documents.

The Contractor shall further devote the office attention necessary to the Work to ensure that sufficient and properly skilled manpower is available and utilized at the site continuously to ensure that the Work progresses according to the progress schedule and in accordance with the Contract Documents.

### **30.2 Field Supervision**

The Contractor shall designate and keep on site at all times during the Work, a competent resident Superintendent, employed by the Contractor. Such designation shall be made at the pre-construction conference and shall include pertinent data as to address, phone numbers, etc. where said Superintendent may be contacted at any time of the day or night.

The Superintendent shall not be replaced without written notice and approval by the City except under extraordinary circumstances. Upon approval by the City of such change, all pertinent data (as stated previously in this section) shall be given by the Contractor to the City regarding the replacement.

The Superintendent will be the Contractor's representative at the site and shall have the authority to act on behalf of the Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor.

## **ARTICLE G-31 TESTS AND INSPECTIONS**

### **31.1 Tests of Materials**

The Contractor shall give the City timely notice of readiness of the Work for all inspections, tests, concurrence and acceptance for which the City's presence is mandated by the Contract Documents.

If any Work required to be tested or inspected, is covered contrary to the written directive of the Engineer, it shall, if requested by the City, be uncovered for observation and recovered at the Contractor's expense.

If a law, ordinance, rule, regulation, code or order of a public body having jurisdiction requires Work (or some part) to specifically be inspected, tested or approved, the Contractor shall have sole responsibility to ensure such inspection is performed by approved organizations and pay all costs for inspection.

In the event that the results of a test observed by the City indicates that the materials, equipment and/or workmanship, failed to demonstrate adequacy or reasonable expectation of the necessary function, the Contractor shall immediately undertake corrective action.

Upon completion of corrective action, the Contractor shall re-test in the presence of the City. This procedure shall be repeated as often as necessary, until all facilities constructed under this Contract have successfully demonstrated their ability to perform the functions for which they were designed and installed.

The Contractor shall furnish without cost to the City, manufacturers' certificates of conformity of materials to the Specifications as may be required by the Engineer.

The City may, at random, select samples of materials from the job in order to have same tested by a laboratory selected by the City, at the City's expense. If samples selected by the City do not conform to the Specifications, the entire lot from which the samples were taken will be rejected. All samples will be collected by the Engineer or its representative and shall be furnished by the Contractor without cost to the City. The City will be responsible for the cost of making all such tests, at no charge to the Contractor. All re-test of materials, including density tests and bacteriological tests, will be at the expense of the Contractor.

### **31.2 Inspections**

Neither observations, nor tests, nor inspections by authorities so empowered, or approvals by the City or others so empowered, shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

### **31.3 Defective Work**

When ordered by the Engineer, the Contractor shall promptly, either correct all defective work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City, remove it from the site and replace it with non-defective work.

If the Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work as required by the City, or if the Contractor fails to perform the Work in accordance with the Contract Documents, or if the Contractor fails to comply with any other provision of the Contract Documents, the City may correct and remedy any such deficiency. The Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

The expense so charged will be deducted and paid out of such moneys as are or may become due under this Agreement; or, if such moneys are not sufficient to meet said expense, the additional moneys shall be furnished by the Contractor. If the Contractor refuses or neglects to provide the necessary moneys, they shall be provided by its Surety. In exercising the rights and remedies under this paragraph the City shall proceed expeditiously.

To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, and suspend the Contractor's services related thereto, take possession of the Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere.

The Contractor shall allow the City, the City's representatives, agents and employees such access to the site as may be necessary to enable them to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the City exercising such rights and remedies will be charged against the Contractor in an amount approved as to reasonableness by the Engineer, and a Change Order will be issued incorporating the necessary revisions to the Contract Documents with respect to the Work. The City shall be entitled to an appropriate decrease in the Contract Price and if parties are unable to agree as to the amount thereof, the City may make a claim. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's rights and remedies hereunder.

## **ARTICLE G-32 UNCOVERING OF WORK**

### **32.1 Uncovering Work Requiring Prior Inspection**

If any portion of the Work should be covered contrary to the prior request of the City or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the City, be uncovered for observation and shall be replaced at the Contractor's expense.

### **32.2 Uncovering Work Not Requiring Prior Inspection**

If any portion of the Work has been covered which the City has not specifically requested to observe prior to being covered, the City may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs unless it can be proven to the City that this condition was caused by the City or a separate contractor in which event the City or the separate contractor shall be responsible for the payment of such costs.

### **ARTICLE G-33 UNFORESEEN SUBSURFACE CONDITIONS**

Requests by the Contractor for additional compensation relating to unforeseen subsurface conditions shall be limited to those differing materially from the Contract Documents and other reports, information and data made available to the Contractor by the City or which can be judged as being reasonably foreseeable by the Contractor. However, the Contractor shall notify the City within 24 hours upon encountering any unforeseen subsurface conditions and shall have the written approval of the City prior to the execution of any such work.

### **ARTICLE G-34 SUBSTITUTIONS DURING CONSTRUCTION**

Subsequent to the signing of the Contract and by reason of conditions of availability, time of delivery or other element of supply, the Contractor may offer substitutions for the standards stipulated in the Contract. The decision to accept any such offer of substitution shall however lie solely with the City who will not only consider availability and time of delivery, but will also consider the aesthetic value of the proposed substitution, general differences in the knowledge of the product, the quality, efficiency, history of performance, operating costs, and also any architectural, engineering, inspection, testing or administrative expenses. Any adjustments in Contract Price and/or Contract Time shall be executed by appropriate Change Order. It shall be the intent herein that savings in cost which result from substitution subsequent to the signing of the Contract shall accrue in major part to the advantage of the City.

### **ARTICLE G-35 CHANGES IN THE WORK**

#### **35.1 City Right to Request Change Orders**

The City may, without invalidating the Contract, order the Contractor to perform changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and the Contract Time being adjusted accordingly. All such changes in the Work must be authorized by a Change Order and shall be performed under the applicable conditions of the Contract Documents. A Change Order may also be issued by the City for a change in Contract Price or for the substitution of items of work at no net change to the Contract Price. In such an event, the Change Order shall contain the values of the Work items being substituted.

#### **35.2 Recognition of Extra Work**

Claims for extra compensation by the Contractor shall not be recognized and shall not be valid unless the Contractor has in its possession prior to the Work being performed, a properly executed Change Order or written Notice to Proceed with extra work. In the event the Contractor fails to obtain a written Notice to Proceed prior to the said work being performed, the City will not be obliged to receive after-the-fact requests from Contractors for extra compensation and the said work shall be considered to have been performed within the scope of the Contract Documents and performed at no cost to the City.

#### **35.3 Determining Change Order Prices**

The following methods shall be used to determine the price of Change Order items:

A. If the Change Order involves a less than twenty-five percent (25%) change in quantities of unit price items listed on the original Bid Proposal, the prices for deductions or extra work involving these items must be at the unit price quoted by the Contractor on its original Bid Proposal.

B. If the Change Order involves a greater than twenty-five percent (25%) change in quantities of unit price items found on the original Bid Proposal and the quantities are so changed in a proposed Change Order that the application of the originally bid prices will cause substantial inequity to the City or to the Contractor, the applicable unit prices may be equitably adjusted. Any such adjustments must however, be made prior to the Work being performed.

C. If the Change Order involves items not listed on the original Bid Proposal, the Contractor must present the City with price quotes for the proposed Change Order items, on the basis of the cost of the Work plus a fee for overhead and profit. These quotes may be requested by the City either in terms of unit prices or as lump sum prices. The City retains the right to request and negotiate itemized pricing details for labor, mark-ups and fees as required to reach an agreement.

### **35.4 Disputes Regarding Change Order Prices**

In the event that no agreement as to price can be arranged between the City and the Contractor for either extra work or for work to be deleted, the Engineer may, utilizing recognized cost data guidelines as a basis, determine and set a fair price for the Work and materials at issue. The Engineer's decision shall be final and binding upon all parties so concerned. If a Contractor does not agree with the determination of the Engineer, the Contractor shall immediately proceed with the Work, but may do so under written protest. In the event this occurs, the provisions of the Contract Standards Article entitled CLAIMS AND DISPUTES shall apply.

### **35.5 Contractor's Right to Request Change Orders**

If the Contractor wishes to make a claim for an increase in the Contract Price due to events outside its control, it shall give the City written notice thereof within five (5) days of the event giving rise to the Contractor's claim. No such claim shall be valid unless so made. Any change in the Contract Price resulting from such claim shall only be authorized by a properly executed Change Order.

If the Contractor elects to initiate a request for a Change Order, it is cautioned that no work relating to the request may be performed prior to issuance of a written Notice to Proceed. No oral communications, whether offered directly as confirmation of previous discussions or as hearsay will be acceptable with the exception of emergency work as outlined in Paragraph 35.7 below.

### **35.6 Monetary Compensation for Delays**

Requests for additional monetary compensation due to delays by the City, other Contractors working at the site, private utility companies, and unforeseen conditions, will not be considered by the City, including extended or unabsorbed home office overhead, adverse business or operational impacts, or field-related overhead not included in the lump sum or unit prices bid.

### **35.7 Unauthorized Work/Emergency Work**

Additional work performed without a properly executed Change Order or written Notice to Proceed will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time, except in the case of clear and present emergency where the work must be performed immediately. However, in the case of a present emergency, the Contractor shall obtain approval from the Engineering & Capital Improvements Director or the Engineer's designee prior to executing the Work.

### **35.8 Preparation of Change Orders**

The Engineer is authorized to approve Change Orders for the City. If the exact scope of work for the proposed

Change Order can be delineated and all prices are agreed to between the Contractor and the City, the scope and price are both to be entered on the Change Order form. When so completed and signed by both parties, the signed Change Order gives the Contractor immediate approval to proceed with the proposed work items.

If the scope of the proposed work can be delineated but the price cannot be agreed immediately, a Notice to Proceed may be issued by the Engineer describing the proposed work items and requesting a written proposal from the Contractor. In this case, the Contractor may proceed with the Work until the requested proposal is received by the City from the Contractor and is approved by the City through the issuance of a Change Order authorizing the Contractor to proceed with the Work.

If a Change Order involves an increase or decrease in the Contract Time, the Change Order may also be utilized to grant changes in the Contract Time and completion date if it can be shown that the critical path of construction has been altered by the Work covered by the Change Order.

### **35.9 Changes in Contract Time**

The Contract Time may only be extended by a Change Order. The Contractor shall notify the Engineer in writing of any request for a time extension within five (5) calendar days of each occurrence. An increase in the Contract Time of performance may be granted by the City if the Contractor demonstrates to the satisfaction of the Engineer that:

1. The delayed activity is critical relative to the Contract completion date.
2. A delay in the Contract completion is unavoidable by the Contractor.

In general, if the above conditions are met, additional time may be granted for the following reasons:

1. Extremely abnormal and excessive inclement weather as indicated by the records of the local weather bureau for a five-year period preceding the date of the Agreement.
2. Labor disputes or strikes not the fault of the Contractor.
3. Change in scope of the Contract.

The determination made by the Engineer on an application for an extension of time shall be binding and conclusive on the Contractor.

Delays caused by failure of the Contractor or its material men, manufacturers, and dealers to submit or furnish approved Shop Drawings, materials, fixtures, equipment, appliances, or other material or required submittals on time or failure of Subcontractors to perform their work shall not constitute a basis for extension of time. Delays caused by the Contractor's failure to manage, coordinate, or organize the Work, or evaluate the site conditions shall not constitute a basis for extension of time.

## **ARTICLE G-36 SHOP DRAWINGS AND SUBMITTALS**

### **36.1 Shop Drawings - General**

The Contractor shall submit a list to the City showing manufacturers and equipment suppliers it proposes to use.

Shop Drawings shall be complete and detailed and shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, may be considered only as supportive to required Shop Drawings as defined above.

Shop Drawings shall be checked and coordinated with the Work of all trades involved, before they are submitted for

review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Shop Drawings submitted without this stamp of approval shall be returned to the Contractor for resubmission.

Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:

1. Number and title of the drawing;
2. Date of drawing or revision;
3. City Project name and Project number;
4. Name of Contractor and Subcontractor submitting drawing;
5. Clear identification of contents and location of the Work;
6. Specification section title and number;
7. Shop Drawing submittal number.

If Shop Drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in its letter of transmittal. If acceptable, proper adjustment in the Contract Price may be implemented where appropriate. If the Contractor fails to describe such variations, it shall not be relieved of the responsibility for executing the Work in accordance with the Contract Documents, even though such Shop Drawings have been reviewed.

Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.

For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

Only the Engineer will utilize the color "red" in marking Shop Drawing submittals.

### **36.2 Requirements**

The Contractor shall submit to the Engineer for review and approval, such Shop Drawings, test reports and data on materials and equipment (hereinafter in this Article called data), and material Samples (hereinafter in this Article called Samples) as are required for the proper control of work, including but not limited to, those working drawings, Shop Drawings, data and Samples for materials and equipment specified elsewhere in the Specifications and on the Plans.

Within thirty (30) calendar days after the effective date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way, expressed or implied, relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure shall precede submittal review of Shop Drawings.

Shop drawings shall be transmitted by a letter of transmittal. The letter of transmittal shall list the following information for each Shop Drawing submitted:

1. City Project name and number,
2. Number and title of Shop Drawing,



3. Name of manufacturer or fabricator,
4. Submittal number as described below,
5. Statement if Shop Drawing deviates from the requirements of the Plans or Specifications.

Sequential page numbers shall be provided on Shop Drawing pages, relating each page to the submitted number, as follows:

1. The first page of the first item of the first transmittal shall carry the number 1.1-1. The prefix number 1 indicates an item covered in the first letter of transmittal. The suffix .1 (decimal one) indicates the first item in the list, and the -1 (dash one) indicates the first page of the data covering item number one.
2. Each particular separate item in the first transmittal package (for example, pipe, valves, fittings) should receive an individual Shop Drawing number (1.1, 1.2, 1.3, etc.). If the first item is shown on four different pages, they should be numbered as follows: 1.1-1, 1.1-2, 1.1-3, and 1.1-4.
3. The first page of the first item submitted with the second Letter of Transmittal should carry the number 2.1-1.

Re-submittals should be indicated by following the above method with the inclusion of "R" and a sequential re-submittal number, for example 1.1R1, and 1.1R2 indicating the first and second re-submittal; the first page being 1.1R1-1, or 1.1R2-1, etc.

The Contractor shall maintain an accurate updated Shop Drawing submittal log and shall submit it with monthly pay requests. This log shall include the following items:

1. Submittal description and number assigned;
2. Date to Engineer;
3. Date received by Contractor;
4. Status of submittal (approved/resubmit/rejected);
5. Date of re-submittal and return (as applicable);
6. Date material released (for fabrication), as applicable;
7. Projected date of delivery to site;
8. Status of O & M Manuals submittal.

The Contractor shall designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed Shop Drawings will be needed.

### **36.3 Contractor's Responsibility**

Shop Drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. Failure of the Contractor to indicate such deviations shall make Contractor liable for not complying with Plans and Specifications.

Prior to preparation of Shop Drawings, the Contractor shall determine and verify:

1. Field measurements.
2. Field construction criteria.
3. Catalog numbers and similar data.
4. Conformity with the Plans and Specifications.

The Contractor shall furnish the Engineer, if required, a schedule of Shop Drawing submittals fixing the respective dates for the submission of Shop Drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

The Contractor shall not begin any of the Work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to it approved, by the Engineer.

The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of the Work prior to the completion of the review by the City of the necessary Shop Drawings.

The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than fourteen (14) calendar days for checking and appropriate action from the time the Engineer receives them.

The Contractor shall submit eight (8) copies of Shop Drawings complete with descriptive or product data. The Engineer will retain six (6) sets and return two (2) to the Contractor. All blueprint Shop Drawings may be submitted with one (1) set of reproducible and one (1) set of prints or the required quantity of prints. The Engineer will review the Shop Drawings and return to the Contractor one (1) set of marked-up sepias or two (2) sets of marked-up prints with appropriate review comments.

#### **36.4 Engineer's Review of Shop Drawings**

The Engineer's review of Shop Drawings, data, and Samples submitted by the Contractor will cover only general conformity to the Specifications, and physical condition which affect the installation.

The review and approval of Shop Drawings and schedules will be general, and shall not be construed:

1. As permitting any departure from the Contract requirements;
2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials;
3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

If the Shop Drawings as submitted describe variations, and show a departure from the Contract Document requirements which the City finds to be in the interest of the City and to be so minor as not to involve a change in Contract Price or Time, the City may return the reviewed Shop Drawings without noting an exception.

When reviewed by the Engineer, each of the Shop Drawings will be identified as having received such review being so stamped and dated. Shop Drawings noted "Not Acceptable" or "Revise and Resubmit" and with required corrections shown will be returned to the Contractor for the necessary revisions and re-submittal.

No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "rejected" until resubmitted.

Re-submittals will be handled in the same manner as first submittals. On re-submittals, the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make corrections required by the Engineer.

If the Contractor considers any correction indicated on the Shop Drawings to constitute a change to the Plans or Specifications, the Contractor shall give written notice thereof to the Engineer.

The Engineer will review a submittal/re-submittal a maximum of two (2) times after which the cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the City under the terms of the Design Professional agreement with the City, and also all of the City's costs.

When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

## **ARTICLE G-37 CHANGES IN SHIPPED MATERIAL**

### **37.1 Materials Requiring Submittal Approval Prior to Shipment**

If, after the execution of the Contract, the City initiates a Change Order eliminating material or equipment for which approval has been given under Shop Drawing procedures, the Contractor may claim invoiced costs of that material or equipment if:

1. Materials and equipment have been ordered and are in transit or are stored at the Project site or other authorized place and cannot be returned to the supplier for restocking. The Contractor may also claim invoiced charges for freight and storage. The total claim may not exceed the cost bid for "materials" on the Contractor's Proposal for that item.
2. If the item can be restocked, the Contractor may claim reasonable costs for freight, storage, and restocking, but may not claim labor costs.

In the event such an event occurs involving materials and/or equipment in transit or in storage at the Contractor's risk (i.e. Shop Drawing submittal approval was not obtained by the Contractor through the complete and successful Shop Drawings and/or sample submittal procedures where required by the Contract Documents), the City will have the option to pay for such materials and/or equipment, thereby taking ownership, or of rejecting the claim. If the City rejects the Contractor's claim, the Contractor shall be fully and solely liable for costs and final disposition of the materials and/or equipment involved.

### **37.2 Materials Not Requiring Submittal Approval Prior to Shipment**

If, after the execution of the Contract, the City initiates a Change Order eliminating material or equipment for which Shop Drawing submittal and approval are not required by the City, the Contractor may claim invoiced costs of that material or equipment if:

1. Materials and equipment have been ordered and are in transit or are stored at the project site and cannot be returned to the supplier for restocking. The Contractor may also claim invoiced charges for freight and storage. The total claim can not exceed the cost bid for material on the Contractor's Proposal for that item. Materials or equipment paid for in this way shall become the property of the City;
2. If the item can be restocked, the Contractor may claim reasonable costs for freight storage and restocking, but may not claim labor costs.

## **ARTICLE G-38 WORK IN INCLEMENT WEATHER**

No work shall be done when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the Contractor, upon the direction of the Engineer, shall suspend all work indefinitely. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the Contractor at no cost to the City.

The Engineering & Capital Improvements Director shall have the authority to suspend work wholly or in part, for such period or periods as the Engineer may deem necessary due to unsuitable weather or such other similar conditions considered unfavorable for the suitable prosecution of the Work, or for such time as is necessary due to the failure on the part of the Contractor to perform any or all provisions of the Contract. If it should become necessary to suspend the Work for an indefinite period, the Contractor shall, at its own cost, take every precaution to

prevent damage or deterioration of the Work performed and provide suitable temporary structures where necessary.

## **ARTICLE G-39 QUANTITIES OF WORK**

### **39.1 Unit Price Items**

For unit price items, the quantities listed on the Proposal form are to be considered as approximate and are to be used for the comparison of Bids only. Even though the unit prices tendered by the Contractor are tendered for the scheduled quantities, the scheduled quantities of work to be performed and materials to be furnished may each be increased or diminished as provided herein without in any way invalidating the unit bid prices for those items.

Payments for unit price items will be made to the Contractor only for actual quantities of Work performed or materials furnished in accordance with the Plans and Specifications except that the Contractor may not exceed the unit quantities shown on the Bid Proposal without prior approval of the City. Even if it is determined by the Contractor that additional unit priced quantities (above and beyond the Proposal form quantity) are required to meet Plan dimensions, the Contractor shall not exceed the Bid Proposal quantities without prior approval of the City. Quantities above and beyond the Bid Proposal quantity placed without prior approval of the City will not be paid by the City.

### **39.2 Lump Sum Items**

For lump sum payment items, payment shall not exceed the amount bid by the Contractor on its Bid Proposal. The Work, materials and equipment to be included in the lump sum bid price shall include all items necessary to produce a complete and properly functioning system, as intended. This shall include all connections, controls, wiring, supply lines, drain lines, etc., required to render the lump sum bid item functional as intended and able to pass all applicable codes, tests, and required inspections.

Partial payments to the Contractor for Work performed under lump sum items shall be based upon a schedule of values prepared by the Contractor and submitted within thirty (30) days of Notice of Award and approved by the City which shall apportion the lump sum price to the major components entering into or forming a part of the Work under the lump sum price.

## **ARTICLE G-40 AS-BUILT DRAWINGS**

The Contractor shall keep and maintain one set of blueline prints, As-Built Drawings, in good order and legible condition to be continuously marked-up at the job site. The Contractor shall mark and annotate neatly and clearly all Project conditions, locations, configurations and any other changes or deviations which may vary from the details represented on the original Contract Plans, including revisions made necessary by Addenda, Shop Drawings and Change Orders during the construction process. The Contractor shall record the horizontal and vertical locations, in the plan and profile, of all buried utilities that differ from the locations indicated or which were not indicated on the Contract Plans, and buried (or concealed) construction and utility features which are revealed during the construction period.

The As-Built Drawings shall be available for inspection by the Engineer at all times during the progress of the Project.

The As-Built Drawings shall be reviewed by the City Inspector for accuracy and compliance with the requirements of "As-Built Drawings" prior to submittal of the monthly pay requests. The pay requests shall be rejected if the marked-up blueline prints do not conform to the "As-Built Drawings" requirements. As-Built Drawings shall be

submitted to the City Inspector for approval upon completion of the Project and prior to acceptance of the final pay request.

Prior to placing new potable water mains in service, the Contractor shall provide the Engineer intersection drawings, as specified, for the water mains.

The City's acceptance of the "As-Built Drawings" does not relieve the Contractor of the sole responsibility for the accuracy and completeness of the As-Built Drawings.

#### **ARTICLE G-41 OPERATION AND MAINTENANCE MANUALS**

The Contractor shall compile manufacturer's operation and maintenance instructions for all equipment furnished by it under this Contract. As applicable for each category and item of equipment, information supplied shall include at least the information as may be unique and pertinent to a specific item for purposes of ensuring clarity and understanding of all normal operating and maintenance procedures and requirements.

All instruction information shall be submitted as a complete set, assembled into a three-ring loose-leaf binder organized and indexed in the order of appearance in these Specifications. When instructions are applicable to a single unit assigned a Tag Number or other identification designation specified or shown on the Plans, the identification designation shall appear on the instruction. In cases where multiples of identical equipment (e.g. pumps, valves, filters, blowers, and similar like components) are covered by the same instructions, do not duplicate information; instead, list the identity designations for which instructions are common on the information sheets. If more than one binder is necessary for a set, overall information shall be divided into logical divisions, and each binder shall contain a table of contents specific to that binder. Additionally, each binder shall contain an overall table of contents to ensure that the reader is informed whether the binder in hand is all-inclusive, or only part of a series.

In all cases, information shall plainly identify all precautions, procedures, adjustments, and other actions on the part of the ultimate user that affect continuity of warranty coverage. The City will be responsible for the adequacy of maintenance subsequent to acceptance of each component of the facility, if the information supplied by the Contractor covers all requirements.

In the event of equipment failure attributable to improper or inadequate operation and/or maintenance acts on the part of the City, which in turn can be attributable to erroneous, inappropriate, or incomplete information furnished by the Contractor, the Contractor shall be solely responsible for prompt repair or replacement, including all costs for replacement parts or equipment, all transportation, and all labor. In such an event, the Contractor shall, in addition, procure and furnish appropriately corrected or supplementary operation and maintenance instruction to ensure against subsequent failure of equipment attributable to the same cause.

The first sheet of each section shall list the following information appropriate for each item (or multiples) for which all sheets immediately following apply:

- A. Manufacturer's name, address, and telephone number;
- B. Manufacturer's local distributor's or representative's name, address, and telephone number;
- C. The year of purchase, also, if different, the year of manufacture of the equipment;
- D. Equipment model and serial number(s). Include sub-listing for all assembly components (e.g. pumps, motors, variable speed devices, and other appurtenances).

The Contractor's Final Payment request will be processed only after it has delivered four (4) complete operation and maintenance manuals to the Engineer, as specified and approved by the Engineer.

## **ARTICLE G-42 CLEAN UP**

As the Work progresses, and as may be directed, the Contractor shall remove from the site and dispose of debris and waste material resulting from its Work at an approved disposal site. Particular attention shall be given to minimizing any fire and safety hazard from materials or other combustible as may be used in connection with the Work, which shall be removed daily.

Any buildings included in the Contract shall be kept free from waste material at all times. Before completion of the Work, the Contractor shall thoroughly clean out all chambers, tanks, pits, vaults, channels, drains, pipe lines, conduits manholes, and miscellaneous appurtenant structures.

Before the final estimate will be paid, the Contractor shall tear down and remove all temporary structures built by the Contractor.

The Contractor shall be responsible for the final cleaning of floors, walls, glass, doors, windows and all other surfaces of structures, equipment and fixtures which have been affected by its work. The Contractor shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work.

## **ARTICLE G-43 PRE-FINAL INSPECTION**

### **43.1 Scheduling**

When the Contractor believes that the Work is sufficiently near completion (at least 98% complete in terms of the total cost of all the Work), the Contractor may request the City Inspector to schedule a pre-final inspection. If it is determined by the City that the Work is sufficiently complete to warrant a pre-final inspection, such inspection shall be made by the City. Upon completion of the inspection, the City will provide the Contractor with a courtesy punch list identifying those items found to be incomplete or unacceptable. The punch list issued shall, however, not be considered to be complete or all inclusive of all remaining items of Work to be completed by the Contractor.

### **43.2 Correction of Punch List Items**

Upon receipt of the courtesy punch list from the City Inspector of Work items to be completed or corrected prior to final inspection, the Contractor shall immediately make such corrections and do such things as are necessary to fulfill all requirements. When the Contractor believes that it has satisfactorily completed all items on the list, it shall so notify the City Inspector to review the completed Work items.

## **ARTICLE G-44 FINAL INSPECTION**

Completion of the Work of this Contract is defined as that stage when all structures, equipment and facilities supplied, installed, modified or constructed under the Contract, together with all appurtenances, are tested and ready to be placed in continuous, satisfactory operation by the City in the manner intended and shall include the clean-up of all areas of the site of the Contractor's debris and other evidences of the Contractor's activity.

When the Work has been entirely completed and the final clean-up has been performed, the City will schedule a final inspection of the Work by the Engineer. The Work shall pass the Engineer's final inspection before it will be accepted by the City and before Final Payment may be requested. At the final inspection by the Engineer, the final

punch list (which may exclude administrative items) will be prepared and delivered to the Contractor stating the Work items which shall be completed within a specified time period before the City will make Final Payment.

## **ARTICLE G-45 PAYMENTS**

### **45.1 Partial Payment**

The City will pay the Contractor the Contract Price as provided in this Agreement.

The City will make partial payments monthly as the Work proceeds, on estimates approved by the Engineer. The second and subsequent monthly payment requests shall be accompanied by either (i) written consent to the payment from the Surety or (ii) a release of lien signed by Subcontractors and/or material suppliers. Copies of the payment request and the written consent from the Surety or release of liens shall be filed with the City and shall be validated prior to payment approval. The Contractor shall furnish a breakdown for each category of the Work, in such detail as requested, to provide a basis for determining partial payments. In the preparation of estimates the Engineering & Capital Improvements Director may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than site may also be taken into consideration if:

- A. Consideration is specifically authorized by this Contract; and
- B. The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

In making these partial payments, there shall be retained ten percent (10%) of the estimated amount until the Work reaches fifty percent (50%) completion. After fifty percent (50%) completion of construction, the retainage amount shall be reduced to five percent (5%) on subsequent partial payments. The Engineering & Capital Improvements Director shall retain an amount that the City considers adequate protection of the City and may release to the Contractor all or a portion of any excess amount. Retainage amounts may be reduced if the Contractor demonstrates compliance with the Construction Incentive Program ordinance requirements to reduce unemployment and underemployment in St. Petersburg and Pinellas County. Also, on completion and acceptance of each separate building, public work, or other division of the Contract, for which the price is stated separately in the Contract, payment may be made for the completed Work without retention of a percentage.

The Owner will make payment to the Contractor not later than 15 days after Owner approval of an estimate of the Work performed by the Contractor. Partial payments will not be made more often than monthly.

It shall be the Contractor's responsibility at all times to monitor the total constructed quantities of all unit-priced Work and to promptly bring to the attention of the Engineer any Work which, if performed will approach, equal or exceed the total estimated quantity for the item(s) shown in the Proposal. Any Work performed by the Contractor in excess of the estimated quantity, without permission from the Engineer, may be done at the Contractor's expense.

Monthly payment requests may include the submittal of As-Built drawings in accordance with the Article titled AS-BUILT DRAWINGS of the General Conditions.

### **45.2 Payment for Materials Stored On- and Off-Site**

In general, the City will not pay for materials stored on- or off-site, unless the Technical Specifications specifically stipulate that payment will be made for the materials before being incorporated into the Work and that the conditions established herein have been met.

- A. Payment for Materials Stored Off-Site The City, if stipulated in the Technical Specifications, will consider providing payment for materials or equipment stored off-site provided the following conditions are met:

1. The material or equipment is in conformity with approved Shop Drawings and has been inspected by the Engineer;
2. The material or equipment is to be specifically manufactured for the Project and cannot be readily utilized or diverted to another project;
3. The fabrication period is greater than six months;
4. The storage of materials or equipment shall meet the Owner's requirements for security, bonding, licensing, and title;
5. The Owner reserves the right to make payment on a progress or total basis of up to 75% of the invoice amount, to be paid in full or monthly installments;
6. The Contractor shall furnish evidence that materials or equipment, suitably stored and paid by the City, has been paid in full and that the Contractor has good title to the materials or equipment, free of liens, claims, or encumbrances. This proof shall be submitted to the City within thirty (30) days of receipt of payment by the City for the materials or equipment;
7. The Contractor shall furnish a breakdown of labor and material at the time of submittal of schedule of values.

B. Payment for Materials Delivered On-Site The City, if stipulated in the Technical Specifications, will consider payment for special materials delivered to the site, at the rate of 75% of the invoice cost, provided such materials have been inspected and found to meet the Specifications. Said materials shall meet the applicable conditions as specified for payment for materials stored off-site. The balance of such invoice value will be paid when such materials incorporated into them become part of the Project.

#### **45.3 The City's Right to Decline, Reduce or Delay Payments**

The City may, with prior notice to the Contractor, decline, reduce, or delay the processing of payment requests or (because of subsequently discovered evidence or subsequent observations), may nullify, delay or reduce the whole or any part of any payment previously issued, to such extent as may be necessary in the City's opinion to protect the City from loss because of one or more of the following conditions:

- A. Defective or damaged Work not being expediently remedied;
- B. Third party claims filed or evidence indicating probable filing of such claims;
- C. Failure of the Contractor to promptly pay Subcontractors for labor or materials;
- D. Written notice from the Surety that (i) its prior consent to the payment is revoked or (ii) that the City should withhold from the payment a specified amount (in addition to the regular retainage amount);
- E. Evidence that the Work cannot be completed for the unpaid balance of the Contract;
- F. Damage to the City or another Contractor;
- G. Persistent failure to carry out the Work in accordance with the Contract Documents;
- H. Persistent failure to comply with orders of the City;
- I. Evidence that liquidated damages will be assessed the Contractor, and/or;
- J. Failure of the Contractor to accelerate its Work to get back on schedule.

When the above condition(s) are removed, payment shall be made for amounts withheld because of them.

#### **45.4 Final Payment**

After the Contractor has completed all Work; made all final inspection punch list corrections to the satisfaction of the Engineer; delivered all operation and maintenance instructions, schedules, guarantees, warranties, bonds, test results, as-built drawings, operations and maintenance manuals, records, occupancy permits, and sworn affidavits to



the City; satisfied the requirements of Article G-47; and submitted all other documents to the City, as required by the Contract, the Contractor may make application for Final Payment.

Upon completion and submittal of such, the unpaid balance of the Contract will be paid to the Contractor within thirty (30) days of the date of the Engineer's approval.

There exists the possibility in a unit price contract that the quantities of Work listed on a partial contract payment may vary from the actual quantities of Work performed, but the Final Payment estimate for the Contract shall reflect fully and accurately the total quantities of Work actually performed. The Engineer will request from the Contractor a statement that shall bring to the attention of the Engineer any discrepancies that may exist between quantities computed by the Contractor and those being listed on the final estimate for payment.

The making and acceptance of Final Payments shall constitute:

A. A waiver of all claims by the Owner against the Contractor, except claims arising from unsettled liens, from defective work appearing after final inspection, or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by the Owner of any rights in respect of the Contractor's continuing obligations under the Contract Documents.

B. A waiver of all claims by the Contractor against the Owner.

#### **ARTICLE G-46 GUARANTEE PERIOD**

The Contractor shall unconditionally guarantee together with its Surety all materials and workmanship incorporated in this Contract for a period of one year from the date of Final Acceptance. The Contractor shall submit a notarized affidavit attesting to such guarantee period prior to Final Payment. Should defects develop within the guarantee period, the Contractor shall, upon written notice of same, promptly remedy the defects and reimburse the City for all damage to other Work if caused by the defects or caused by correcting defects of the Work.

If the Contractor, after due notice, shall refuse or neglect to make good the defects as notified to the satisfaction of the City, then the City may and is empowered to proceed in the manner prescribed in the event of abandonment or forfeiture of the Work by the Contractor. The payment of claims for material and labor and other expenses shall be prerequisite to the termination of the guarantee period and to the release of the Sureties on the Contract Bonds.

All representations and guarantees made in the Contract Documents shall survive Final Payment and termination or completion of this Contract. This guarantee shall be exclusive of any manufacturer's guarantees or warranties exceeding this period.

#### **ARTICLE G-47 LIENS**

At least one of the following conditions must be met before the Final Payment and the retained percentage will be paid to the Contractor:

A. The Contractor provides written consent from the Surety to the Final Payment.

B. The Contractor provides, in writing, a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and an affidavit that, so far as it has knowledge or information, the releases and receipts include all the labor and materials for which a lien could be filed. If a Subcontractor refuses to furnish a release or receipt in full, the Contractor shall furnish a bond satisfactory to the City to indemnify the City against loss due to any such lien or liens.

If any lien remains unsatisfied after all payments are made, the Contractor shall refund the Owner all moneys that the latter may be compelled to pay in discharging such liens, including all costs and attorney's fees.

## **ARTICLE G-48 CLAIMS AND DISPUTES**

### **48.1 Initial Referral to the Engineer**

Claims, disputes and other matters relating to the acceptability of the Work, fair price determinations made by the Engineer, or interpretations by the City of the Contract Documents pertaining to the execution and progress of the Work, shall be referred to the Engineer within ten (10) days in writing by certified mail, with a request for a formal decision in accordance with this section, which the Engineer will render in writing within a reasonable time.

Written notices of each claim, dispute or other matter shall be delivered by the claimant to the Engineer within ten (10) days of the occurrence of the event giving use thereto, and written supporting data shall be submitted to the Engineer within fifteen (15) days of such occurrence, unless the Engineer grants an extension of time for a specific purpose. It is a requirement of these provisions that all submitted supporting data relating to prices for Work shall be based upon recognized cost data guidelines. In its capacity as interpreter and judge of the submitted information, the Engineer will not show partiality and will not be liable for any consequences attributable to an interpretation or decision rendered in good faith in such capacity.

The Contractor may not delay the performance of Work required by the issuance of Field Orders and shall carry on the other work and maintain the overall progress of the construction schedule during all disputes or disagreements with the City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as the Contractor and the City may jointly otherwise agree to in writing.

### **48.2 Protesting the Engineer's Decision**

In the event the Contractor refuses to accept the Engineer's decision concerning any dispute, the Contractor shall, within five days of the date of the Engineer's decision, submit a letter of protest to the Engineer, delineating the areas of the decision under protest. However, any such protest has no bearing on any Work requirements arising out of the Engineer's decision in that the Contractor must immediately perform the Work required in the decision so as to not hold up the progress of the Work at the Project.

Where a protest has been received from a Contractor, the Engineer will schedule an informal hearing to be held at a designated City office where the affected parties will meet to discuss and resolve the items under protest. If the item(s) under protest or dispute is not resolved at this informal meeting, and the Contractor is made aware of no appellate procedure thereafter, the Contractor is entitled to litigate the matter for resolution.

## **ARTICLE G-49 TERMINATION OF THE CONTRACT**

### **49.1 Reasons for Termination**

The City may terminate the Contract upon the occurrence of any one or more of the following conditions:

- A. If the Contractor repeatedly fails to supply sufficient skilled workers as directed by the City or suitable materials or equipment;
- B. If the Contractor disregards laws, codes, ordinances, rules, regulations or orders of any public body having jurisdiction pertinent to the performance of the Work,

- C. If the Contractor otherwise violates in any substantial way any provisions of the Contract Documents;
- D. If the Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
- E. If a petition is filed against the Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- F. If Contractor makes a general assignment for the benefit of creditors;
- G. If a trustee, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property for the benefit of Contractor's creditors;
- H. Upon seven days' written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

#### **49.2 Settlement of Payment**

If the City is permanently prohibited or enjoined from proceeding with the Work herein contemplated, the City may terminate this Contract and pay the Contractor a sum equal to all expenses legitimately incurred by it in connection with this Work, plus ten percent (10%) of such expenses, less an amount equal to the sum of all partial payments previously made to the Contractor. The sum thus computed shall be paid to the Contractor within thirty (30) days after the City shall have terminated this Contract and the payment of said sum shall be payment in full of any and all liquidated damages for the termination of this Contract and shall constitute full settlement of all claims in connection with this Contract.

#### **ARTICLE G-50 PUBLIC RECORDS**

A. Contractor shall (i) keep and maintain public records (as defined in Chapter 119, Florida Statutes) required by the City to perform the services and work pursuant to the Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida laws regarding public records or other applicable laws; (iii) ensure that public records in Contractor's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable laws for the contract time and after the expiration or earlier termination of the Agreement; and (iv) after the expiration or earlier termination of the Agreement, at the City's request, either transfer, at no cost, to the City all public records in Contractor's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services and work pursuant to the Agreement. If Contractor transfers all public records to the City upon final completion or earlier termination of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon the expiration or earlier termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records in accordance with the Agreement and all applicable laws. At the City's request, all public records stored electronically by Contractor shall

be provided to the City in a format approved by the City.

**B. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**

C. Nothing contained herein shall be construed to affect or limit Contractor's obligations including but not limited to Contractor's obligations to comply with all other applicable laws and to maintain books and records pursuant to the Agreement.

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### **Supplemental General Conditions**

The Supplemental General Conditions include amended language for the Guarantee Period, the City's Living Wage Requirements and certification by Bidder of compliance to the Scrutinized Business Operations of Florida Statute 287.135.

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

**Supplemental Instructions to Bidders**

SBE participation goal is 3%. Submit all required forms.

**SUPPLEMENTAL EXECUTION OF THE CONTRACT**

**Supplemental Execution of the Contract**

Builder's Risk Insurance IS REQUIRED for this project.

**TECHNICAL SPECIFICATIONS**

**Technical Specifications**

The Technical Specifications are attached to the online IFB as an exhibit.



**PAY ITEM DESCRIPTIONS**

**Pay Item Descriptions**

The Pay Item Descriptions are contained in Section 20 of the Technical Specifications. They define the corresponding Line Items contained in the attached Bid Pricing Page(s).