

**CITY OF LAKE WALES**

**PROJECT MANUAL**

**TABLE OF CONTENTS**

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Invitation to Bid  
Instructions to Bidders  
Minority Employment Information  
Statement of "No Bid"  
Acknowledgment  
Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes  
Drug-Free Workplace Form  
Bidder's Qualification Forms  
DBE Contractor/Subcontractor Identification Affidavit  
Bid Proposal  
Bid Proposal Detail Estimated Quantities & Unit Prices  
Bid Bond  
Statement of Bidder's Qualifications  
Non-Collusion Affidavit of Prime Bidder  
Subcontractor Submittal  
Statement of Subcontractor's Qualifications  
Non-Collusion Affidavit of Subcontractor  
Insurance Checklist  
Offeror and Insurance Agent Statement  
Certification of Nonsegregated Facilities  
General Conditions  
Notice of Award  
Form of Agreement  
Contractor's Certification  
Public Construction Bond  
Certification of Insurance for Public Liability and Property Damage  
Certification of Insurance for Workers' Compensation & Employer's Liability  
Affidavit Regarding Workers' Compensation  
Application for Payment  
Change Orders  
Certification by Contractor  
Affidavit of Contractor in Connection with Final Payment

00800            Supplementary Conditions to General Conditions

DIVISION 1 - GENERAL REQUIREMENTS

01010	Summary of Work
01025	Measurement and Payment
01040	Construction Coordination
01065	Permits and Fees
01300	Submittals
01327	Schedules
01380	Construction Photographs
01420	General Abbreviations
01500	Construction Facilities and Temporary Controls
01600	Material and Equipment
01700	Contract Closeout
01740	Cleaning During Construction & Final Cleaning

**NOTICE TO BIDDERS  
INVITATION TO BID**

Notice is hereby given that the City of Lake Wales is soliciting sealed bid proposals for:

Project Name: **Fire Station Driveway Rehabilitation**  
Bid File # 06-115

Bids shall be received by the City of Lake Wales, Polk County, Florida, until **2:00 pm** on **Tuesday, May 8, 2006 (see Addendum #1 attached)** at which time and place they will be opened and publicly read aloud. In order to bid, prospective Bidders shall have submitted a completed Bidder's application. The application must be submitted prior to the receiving time of the bid. All bids must be submitted in triplicate [one (1) original and two (2) copies].

Prospective Bidders must bid on the Bid Submittal Forms provided by the City. Bid documents, plans and specifications may be obtained from the **Purchasing Department**. A copy of the plans and specifications may be obtained from the **Purchasing Department** upon payment to the City of Lake Wales of \$25.00 for each set to cover the cost of reproduction. Should the bidders desire additional sets of said Documents prior to bid opening date, or should sub-contractors or material dealers desire said Documents, same will be provided upon payment to the **City of Lake Wales** in the non-refundable amount of **\$25.00** for each set to cover the cost of reproduction.

In order for bids to be considered, Bidders must meet all requirements as specified in the bid document. Failure to meet these requirements may result in rejection of the bid. All bid submittals shall be in the possession of the **Purchasing Agent** on or prior to **2:00 pm** on **Tuesday, May 8, 2006 (see Addendum #1 attached)**. **Mail bids to P.O. Box 1320, Lake Wales, Florida 33959-1320 or hand-deliver bids to 201 West Central Avenue, Lake Wales, Florida 33853, Attention: Public Works Director.** All bids must be securely sealed in an envelope or suitable conveyance and shall be clearly marked on the outside to show the date, time and name of bid. The City of Lake Wales will not be responsible for bids being opened before the bid opening time due to bid envelopes or incorrectly addressed and/or unmarked on the outside as instructed in this bid notice. Each bid shall be accompanied by a Cashier's Check or Bid Bond in the amount of 5% of the total base bid plus all add alternates made payable to the City of Lake Wales, Polk County, Florida as evidence of good faith and guaranteeing that the successful Bidder will execute and furnish a performance and labor and material payment bond to the Owner.

The City of Lake Wales reserves the right to reject any or all of the submitted bids and to waive any informalities or omissions in the bid proposals as the City may deem to be in its best interest.

For further information contact: **Bonnie Hodge, Purchasing Agent 863-678-4182, extension 264.**

**INSTRUCTIONS TO BIDDERS**  
**PART I. GENERAL INFORMATION**

To insure acceptance of the Bid, follow these instructions.  
The "City" herein refers to the City of Lake Wales (Owner).

1. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space provided on Acknowledgment form. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to the bid must be initialed.
2. **NO BID:** Any Bidder, electing not to submit a bid after obtaining a bid packet is required to submit a "Statement of No Bid" form on or before the bid opening deadline.
3. **BID OPENING:** Shall be public, on the date and at the time specified in the notice to Bidders. It is the Bidder's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Bid submittal forms using FAX, telegram or telephone are not acceptable when sealed bids are required. NOTE: Bid tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Bid files may be examined during normal working hours by appointment.
4. **PRICES, TERMS AND PAYMENT:** Firm prices should be bid and include all packing, handling, shipping charges and delivery to any point within the City. Discount time will be computed from the date of satisfactory delivery at place of acceptance. Prices bid shall be firm for sixty (60) days after receipt of bid unless otherwise specified on the signature page.
5. **TAXES:** The City does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. **The City's State Exemption Number is #63-22-059223-54C.** A copy of the certificate may be obtained from the City's Finance Department upon written request with an enclosed, self-addressed, stamped envelope. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City owned real property as defined in Chapter 192, F.S.
6. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment, however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
7. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In case of mistake in extension, the unit price will govern. All corrections made by Bidder to any bid entry must be initialed.
8. **ADDITIONAL TERMS & CONDITIONS:** The City reserves the right to reject bids containing any additional terms or conditions not specifically requested in the bid documents.
9. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories (UL) listings.
10. **INVOICING AND PAYMENT:** The successful Bidder shall submit a properly certified invoice(s) to the City at the prices stipulated and the quantity delivered. Payment shall be made after delivery and acceptance of the goods and services, four (4) weeks after approval of invoice by the City, as provided. The successful Bidder shall include the bid submittal number and/or the purchase order number on invoices for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order must appear on bills of lading, packages, cases, delivery lists and correspondence. The City shall be

billed at bid prices. No overcharge will be paid. In the event the successful Bidder submits an invoice with an overcharge, a credit memo must be submitted to correct such overcharge as a result of this contract. Any applicable discounts that apply will be taken even though the allowable time has lapsed due to the time awaiting credit memorandums.

11. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
12. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality workmanship and material. The Bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.
13. **SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
14. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City or any of its agencies. Further, all Bidders must disclose the name of any City employee who owns, directly or indirectly, any interest of any amount in the Bidder's firm or any of its branches.
15. **AWARD(S):** The award of this bid shall be based on low bid meeting specifications, unless otherwise indicated. As the best interest of the City may require, the right is reserved to make award(s) by individual item, or group of items, or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received.
16. **WARRANTY:** The Bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid/proposal shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of this bid/proposal.
17. **NON-CONFORMANCE TO BID CONDITIONS:** Items delivered or services rendered not conforming to specifications will be returned at Bidder's expense. Items not delivered as per delivery date in bid and/or purchase order may result in Bidder being found in default in which event any and all re-procurement costs may be charged against the defaulting Bidder. Any violation of these stipulations may also result in: 1) Bidder's name being removed from the City's mailing list, 2) all City departments/divisions being advised not to do business with the Bidder without approval from the City Manager, and 3) immediate cancellation of Bid.
18. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the City Manager or his/her representative. No other person shall be authorized to make changes verbally or in writing. All addenda received shall be returned with this bid by the Bidder.
19. **ASSIGNMENT:** Any purchase order issued pursuant to this bid/proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager.
20. **LIABILITY:** The Bidder shall hold and save the City, its officers, agents, and employees harmless against claims by third parties resulting from the Bidder's breach of contract or the Bidder's negligence. The Bidder shall hold and save the City, its officers, agents and employees harmless from liability of any kind in the performance of this bid.

21. **PATENTS AND ROYALTIES:** The Bidder, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
22. **TRAINING:** Unless otherwise specified Bidder(s) may be required at the convenience of and at no expense to the City to provide training to City employees in the operation and maintenance of any item(s) purchased from this bid/proposal.
23. **DISPUTES:** In case of any doubt or difference of opinion as to the construction material or methods provided herein, the decision of the City shall be final and binding on both parties.
24. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the Bidder to notify the City Manager in writing at once, indicating the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.
25. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period either by reason of market change or on the part of the Contractor to other customers shall be passed on to the City.
26. **FACILITIES:** The City reserves the right to inspect the Bidder's facilities at any time with prior notice.
27. **DEVIATIONS:** All Bidders shall be required to indicate any deviations of the bid specifications that do not meet the published specifications herein. Any proposed deviation(s) that do not meet the published specifications may be rejected. In order to assure acceptance, proposed deviation(s) must be submitted in writing and received by the City Manager or his/her representative seven (7) days prior to the receiving date of this bid. The proposed deviation(s) shall specify reason(s) why they could benefit the City. All request(s) will be considered by the City Manager or his representative. NO proposed deviation(s) shall be accepted unless a written addendum is issued by the City Manager or his/her representative prior to this bid receiving date.
28. **BID PROTEST:** Any Bidder wanting to file a bid protest with respect to a recommended award of any bid shall do so by filing a written protest. The written protest must be in the possession of the City Manager within five (5) working days of the Notice of Recommended Award. All Bidders who bid will be sent a notice of recommended award. NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF LAKE WALES, FLORIDA SHALL CONSTITUTE A WAIVER OF BIDDER'S PROTEST AND ANY RESULTING CLAIMS.
29. **TOXIC SUBSTANCES:** Notice is given that successful bidder(s) will provide to the City information on toxic substances (as listed in Chapter 442, Appendix "G" of the Florida Statutes) if applicable. Chapter 442 of the Florida Statutes states that manufacturers, importers, or distributors of any toxic substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet(s), herein referred to as MSDS, which to the best of the manufacturer's, importer's, or distributor's knowledge, is current, accurate, and complete, based on information then reasonably available to the manufacturer, importer, or distributor. The MSDS shall be revised by the manufacturer, importer, or distributor on a timely basis, not to exceed three (3) months after the new or revised information shall become available to the manufacturer, importer, or distributor. Failure to provide the MSDS shall be cause for rejection of bid when applicable.

30. **PLACING OF ORDERS:** The award of this bid will not constitute an order. Before any shipments can be made or services performed, the successful Bidder must receive a purchase order or receive written notification.
31. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the City, unless loss or damage results from negligence by the City.
32. **CANCELLATION:** All annual and semi-annual bid obligations shall prevail for at least one hundred eighty (180) days after effective date of the bid unless bid conditions are violated as specified herein. After that period, for the protection of both parties, this bid may be canceled in whole or part by either party by giving thirty (30) days prior notice in writing to the other party. The City reserves the right to cancel any bid after reasonable written notice to the successful Bidder should the service not be in the best interest of the City. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the bid may be canceled by the City immediately.
33. **MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification, with or without the words "or approved equal", shall be interpreted as determining a standard of quality and shall not be construed as limiting of competition. The Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidders shall submit with their proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The Bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specification(s) and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The City Manager is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Manager. SHOULD THE BIDDER DESIRE TO SUBMIT FOR CONSIDERATION AN UNSPECIFIED PRODUCT OR PRODUCTS AS EQUAL TO THOSE SPECIFIED, THE BIDDER MUST JUDGE FOR HIMSELF THAT SUCH ALTERNATE IS OF COMPARABLE, EQUAL, OR BETTER CHARACTER AND QUALITY TO THE SPECIFIED PRODUCT. THE CITY WILL NOT DISCUSS, APPROVE, OR DISAPPROVE ANY ALTERNATE PRODUCT AND/OR MATERIAL BEFORE THE PROPOSALS ARE OPENED.
34. **SAMPLES:** Samples of items, when called for, must be furnished free of expense and may upon request, be returned at the Bidder's expense. Each individual sample must be labeled with Bidder's name, manufacturer's brand name and number, bid number and item reference. Samples of successful Bidders' items may remain on file with the City for the term of contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City.
35. **EXTENSION:** The City reserves the option to extend the period of annual and semi-annual bid award(s). Extensions of annual and semi-annual bid award(s) shall be by mutual agreement in writing not to exceed two (2) years.
36. **SUMMARY OF TOTAL SALES:** The successful Bidder agrees to furnish the City a summary of sales for annual and semi-annual bids, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special provisions, when required.

**INSTRUCTION TO BIDDERS  
PART II. BID SUBMITTAL**

To insure acceptance of the Bid, follow these instructions.

**1. FORM OF SUBMITTAL**

- A. All bid file submittals must be completed and submitted in a sealed envelope. (DO NOT INCLUDE BID SUBMITTALS FOR MORE THAN ONE PROJECT PER ENVELOPE.)
- B. One (1) original and two (2) duplicate copies of the Bid must be submitted on forms herein provided by the City. The Bids shall be plainly marked and executed by the Bidder who will be responsible for its correctness. All blank spaces must be filled in and noted, in ink or typed, with the amounts extended and totaled. A total Bid shall be submitted, including the Acknowledgment, Bid Proposal, Bid Bond, Certification of Non-segregation Facilities, Non-Collusion Affidavit, Public Entity Crime Affidavit, the Statement of Bidder's Qualifications, and acknowledgment of receipt of any Addenda, sealed and clearly labeled with the words "Bid Documents", Project Name, Name of Bidder, and date and time of Bid Opening in order to guard against premature opening of the Bid.
- C. Bids may be considered irregular and subject to rejection if they show serious omission, unauthorized alterations of form, unauthorized alternate Bids, incomplete or unbalanced Bids or irregularities of any kind.
- D. Erasures or other changes in the Bids must be explained or noted over the initials of the Bidder.
- E. Each Bidder must sign his proposal with his full name and give his address. In cases where a firm or corporation submits a Proposal, the Proposal shall be signed with the full name and social security number of each member of the firm, or the name and social security number of the officer or officers of the corporation authorized by its by-laws, in addition to the address of such firm or corporation and of such officer thereof. Bids by corporations must be executed in the corporation's name by the President or Vice President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed by the Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.
- F. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified copy of their power of attorney.

**2. EXAMINATION OF DOCUMENTS AND SITE**

All of the conditions which are known to affect the performance of the work have been shown on the Drawings and/or described in the Specifications, but the City makes no representation that the conditions as shown or described herein are the conditions that will be found in the field when actual construction is undertaken. It will be the Bidder's responsibility to examine the Drawings, Specifications, and other Contract Documents as well as the site of the work to determine, to his satisfaction, the surface and subsurface conditions relating to the construction contemplated; failure to do so will not relieve the successful Bidder of complete performance under this Contract. The submittal of a Bid shall be sufficient to establish the presumption that the Bidder has investigated the site of the work and is satisfied as to all conditions to be encountered, the character, quantity, and quality of the work to be performed and materials furnished in the completion thereof.

**3. MODIFICATION AND CLARIFICATION OF INVITATION TO BID**

If any person contemplating the submission of a Bid for the proposed work is in doubt as to the true meaning of any part of the Drawings, Specifications or other proposed Contract Documents, he shall

submit to the City of Lake Wales, a written request for an interpretation thereof; should a Bidder find discrepancies in, or omissions from the Drawings, Specifications, or other proposed Contract Documents, he shall, at once, notify the City in writing. The person submitting the request or notification will be responsible for its prompt delivery. Any interpretation or modifications of the proposed Contract Documents will be made only by Addendum duly issued and mailed to each person to whom a set of proposed Contract Documents has been issued. The City will not be responsible for oral instructions. The City will not, however, assume responsibility beyond that of placing such Addenda in the mail to such current address as may be on file with the City.

#### **4. STANDARD BASIS FOR BIDDING**

Where a particular system, product or material is specified by name, it shall be considered as a standard basis for bidding, and as most satisfactory for its particular purpose. Where two or more products, materials or manufacturers are specified by name, each shall be considered as a predetermined equal and acceptable for its particular purpose and Bidder may figure any of the listed items. Any other product or material that the Bidder considered equal in all respects may be substituted under the following conditions only:

- A. To insure a uniform basis for bidding, the Bidder shall base his Proposal on the particular system, product or material specified.
- B. The Bidder shall attach to his form of Proposal at the time of submission, a separate sheet, upon which he shall list the particular system, product or material that he wishes to substitute and directly opposite each such item, the amount that he agrees to add or deduct from his base Bid, should substitution be approved by the City prior to the signing of the Contract.
- C. If no addition or deduction to the base Bid is allowed by the Bidder for said proposed substitutions, it shall be so stated opposite the item involved on said attached sheet. Substitution so submitted shall include any and all adjustments of that or any other work affected thereby.
- D. Substitutions shall be permitted and adopted only upon written authorization of the City.
- E. The Bidder shall include any and all variations of mounting, hanging, attaching, etc., as necessary to incorporate items which differ from the method shown on Drawings.
- F. The bid price for each of the items in the proposal of each Bidder shall include its prorata share of overhead so that the sum of the products in multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision because, if conditions make it necessary to revise the scope of the project, no limit will be fixed for such increased or decreased items after award of the bid nor extra compensation allowed.
- G. Any Proposal submitted that does not conform to the above requirements shall be considered as informal and shall not be accepted, unless in the opinion of the City it is in the best interest of the City that the informality be waived.

#### **5. APPROXIMATE ESTIMATE OF QUANTITIES**

The Bidder's attention is directed to the fact that, in contracts based on unit prices, the estimate of quantities of work to be done and materials to be furnished under these Specifications, as shown on the Proposal form, and in the Contract, is approximate and is given only for the benefit of the City to be used as a basis of calculation upon which to determine the lowest bidder. The City assumes no responsibility that the quantities are sufficient and accurate for the construction of the Project, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities, the character of the work or

location, or other conditions pertaining thereto. The City reserves the right to increase or diminish any or all of the above mentioned quantities of work or to omit any of them as it may deem necessary, and any such increase or decrease of the quantities given for any of the items shall not be considered as sufficient grounds for granting an increase in the unit prices except as set forth in these Specifications.

**6. WITHDRAWAL OF PROPOSAL**

No proposal shall be withdrawn after it is filed unless the Bidder makes his request in writing to the City Manager prior to the time set for opening Bids, and the request for withdrawal is approved by the City. Bids may be withdrawn on written request dispatched by the Bidder by mail or FAX in time for delivery in the normal course of business prior to the time fixed for opening; provided, that written confirmation of any FAX withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be promptly returned. The Proposal may be withdrawn if the City fails to accept it within sixty (60) calendar days after the date fixed for opening Bids.

**7. DISQUALIFICATION OF BIDDERS**

- A. Only one (1) Proposal from an individual, firm or partnership, or corporation under the same or different names will be considered for the bid award.
- B. Should it appear to the City that any Bidder is interested in more than one (1) Proposal for the bid award, all Proposals in which such Bidder is interested will be rejected.
- C. Should there be any reasonable grounds for the City believing that a collusion or combination exists between Bidders, all Proposals may be rejected and all such Bidders or participants in such combination or collusion will not be considered in future Proposals for the same supplies and/or services.
- D. No Proposal will be considered unless accompanied by a Bid Bond or cashier's check in the amount and form as specified in Item #12, Security (see page 9).

**8. LAWS, CODES, REGULATIONS AND SUPERVISION TO BE OBSERVED**

- A. The Bidder shall familiarize himself and comply with all Federal, State, and Local laws, ordinances, rules, codes, and regulations including the provisions of the Occupational Health and Safety Act of 1970 (OSHA) which in any manner affect the conduct of the work or apply to employees on the Project, as well as all safety precautions and orders or decrees which have been promulgated or enacted, or which may be promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work, materials, equipment, employees, or the contract. Such observance and compliance shall be solely and without qualification the responsibility of the successful Bidder without reliance on superintendence or direction by the City. The duties of enforcement of all said laws, ordinances, regulations orders or decrees lies with the body or agency promulgating them, not with the City. The successful Bidder shall receive no additional compensation for bracing and shoring or other work or materials required on his part solely for the purpose of conforming to the above regulations and standards.
- B. If the Bidder observes that the Drawings and Specifications are in variance therewith, he shall promptly notify the City, in writing, and any necessary changes shall be made as provided in the General Conditions. The successful Bidder shall save harmless, the City and all of its officers, agents or servants against any claims or liability arising from, or based upon the violations of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by himself or his employees.
- C. The successful Bidder shall provide a competent superintendent satisfactory to the City on the work at all times during working hours with full authority to act for him. The successful

Bidder shall also provide an adequate staff for the proper coordination and expediting of his work.

- D. The successful Bidder shall lay out his own work, and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

## **9. LAW REGARDING PUBLIC ENTITY CRIMES**

Effective October 1, 1990, the State of Florida's Department of General Services requires the submittal of Public Entity Crime Forms for all public projects, which exceed a cost of \$10,000.00 (Section 297.055, F.S.). The Public Entity Crime Form must be in the City Manager's possession before a contract can be let.

## **10. PREFERENCE FOR DRUG-FREE WORKPLACE**

Whenever two or more bids which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.

## **11. PREFERENCE FOR MINORITY BUSINESS ENTERPRISE**

Whenever two or more bids which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a business that certifies that is a minority business enterprise as defined by Sec. 288.703, Florida Statutes. In order to receive preference, a signed certification of such status as a minority business enterprise must be submitted with the bid response.

## **12. SECURITY**

- A. A Bid Bond or cashier's check equal to 5% of the amount bid (  is,  is not ) required. A Bid Bond executed as part of this bid shall be with a corporate surety authorized to do business in the State of Florida. All bonds signed by an agent must be accompanied by a certified copy of authority to act indicating that they are licensed to do business in the State of Florida.
- B. Revised Bids submitted before the opening of Bids, whether forwarded by mail or FAX, if representing an increase in excess of two (2) percent of the original Bid, must have the Bid Bond adjusted accordingly or the Bid will not be considered.
- C. All Bid Bonds will be returned immediately after the tabulation and analyzes of the bids except the Bid Bonds of the three (3) lowest Bidders; these will be returned within fifteen (15) days following the award of the Contract and that of the successful Bidder upon the execution of the Contract and delivery of the construction bond, if required.
- D. A Public Construction Bond (Performance Bond) for 100% of the amount bid  is,  is not required for this project. The successful Bidder shall use the Public Construction Bond in the Contract Documents. Public Construction Bonds executed as part of this bid shall be with a corporate surety authorized to do business in the State of Florida. All bonds signed by an agent must be accompanied by a certified copy of authority to act indicating that they are licensed to do business in the State of Florida.
- E. In lieu of the bond required by this section, the Bidder may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required

by this section. The value of the alternative form of security shall equal 100% of the amount bid.

### **13. BIDDER'S QUALIFICATIONS**

Each Bidder shall submit to the City on the form furnished for the purpose in the Contract Document, a statement of the Bidder's Qualifications, his experience record in constructing the type of improvement embraced in the Contract, his organization and equipment available for the work contemplated, and, when specifically requested by the City, a detailed financial statement. The City shall have the right to take such steps as it deems necessary to determine the ability and performance record of the Bidder, proposed subcontractor, and other persons and organizations to perform his obligations under the Contract; the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to properly carry out the terms of the Contract.

### **14. AMOUNT OF WORK TO BE PERFORMED BY BIDDER**

At a minimum, each Bidder must directly perform 20 percent (20%) of the total contract dollar value with his/her in house personnel, labor and equipment.

### **15. SUBCONTRACTORS**

- A. The Bidder shall complete the Subcontractor Submittal form and submit a Statement of Subcontractor's Qualifications for each subcontractor proposed for the principal portions of the work. "Principal portions" of the work is defined as constituting at least ten percent (10%) of the Bid amount.
- B. The Bidder will be required to establish to the satisfaction of the City the reliability and responsibility of the subcontractors proposed to furnish and perform the work described in the Bidding Documents.
- C. Prior to the award of the Contract, the City will notify the Bidder in writing if, after due investigation, the City has reasonable objection to any such proposed person or entity. If the City has reasonable objection to any proposed subcontractor, the Bidder shall submit an acceptable substitute person or entity with no adjustment in his bid price.
- D. Subcontractors proposed by the Bidder and to whom the City has made no reasonable objection must be used on the work for which they were proposed and shall not be changed except with written consent by the City.
- E. The successful Bidder shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- F. The successful Bidder shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract. Nothing contained in the contract shall create any contractual relationship between any subcontractor and the City. The successful Bidder shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in the Contract until he has received written approval of the subcontractor from the City.

### **16. LICENSES**

Each Bidder shall be required to have a current, valid license(s) suitable for use in constructing this project. Suitable licenses include: (1) Statewide license issued by the Florida State Board of Professional

Regulation as a Certified General, Mechanical, or Utility Contractor; or (2) A General, Mechanical, or Utility Contractor's Certificate as issued by the Florida Construction Industry Licensing Board.

#### **17. COLLUSIVE AGREEMENTS**

- A. Each Bidder submitting a Bid to the City for any portion of the work contemplated by the documents on which bidding is based shall execute and attach hereto, an affidavit on the form herein provided, certifying that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.
- B. Each Bidder submitting a Bid to the City which includes work to be performed by a subcontractor shall submit an affidavit on the form herein provided, certifying that the subcontractor has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

#### **18. INSURANCE**

The successful Bidder shall not be given Notice to Proceed under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

- A. The successful Bidder will be required to submit proof of adequate Workers' Compensation Insurance. The successful Bidder also agrees to obtain a waiver of subrogation as against the City, the Engineer, and their consultants and each of their directors, officers, agents and employees by reason of any payment made on account of injury, including death resulting therefrom, sustained by any employee of the insured, arising out of the performance of the Contract.
- B. The successful Bidder shall submit proof of General and Automobile Liability Insurance in the amounts indicated on the Insurance Checklist herein included. Such insurance shall protect the successful Bidder from claims which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The City and Engineer shall be named as additional insured on Auto and General Liability Policies (This coverage is primary to all other coverage the City may possess).
- C. The successful Bidder shall carry, at no additional expense to the City, Builder's Risk Insurance, both for fire and windstorm damage. Such policies shall be written to protect the successful Bidder and City as their interest may appear. (Note: This insurance is required on construction and remodeling of buildings only).
- D. The successful Bidder shall submit proof of insurance specified and required to be carried under these articles and/or elsewhere in and by the Contract and Contract Documents by filing with the City the original policies thereof or the standard form of certificates that said insurance shall not lapse or be canceled during the progress of the work covered thereby without first giving the City thirty (30) days written notice of intention to lapse or cancel.
- E. The successful Bidder shall provide insurance by a company authorized to do business in the State of Florida. The successful Bidder shall maintain insurance as required in full force and effect until final acceptance of the work by the City.
- F. The successful Bidder will not allow any subcontractor to work on a project without either the subcontractor carrying his own Workers' Compensation and Liability Insurance or the successful Bidder covering the subcontractor under his policies. The policy is the same for each succeeding sub-tier contractor. The City may request proof of such coverage for any subcontractor at any time during the project.

- G. All Bid submittals will include Offeror and Insurance Agent Statement confirming understanding and compliance with insurance requirements stated above and as indicated on the Insurance Checklist included within this Invitation to Bid.

## **19. EQUAL EMPLOYMENT OPPORTUNITY**

Pursuant to Executive Order 11346 as amended, Bidder is advised that under the provisions of government contracting, and in accordance with the Executive Order, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex. During the performance of this Contract, all Bidders and the successful Bidder agree as follows:

- A. In carrying out the Contract, the successful Bidder (i.e., the Contractor) shall not discriminate against any employee or applicant because of race, color, religion, sex, or national origin.
- B. The successful Bidder shall take affirmative action to ensure that qualified applicants for employment are considered for employment and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
- C. The successful Bidder shall state that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- D. All Bid submittals will include Certification of Non-segregated Facilities.

## **20. WAGES AND SALARIES**

Unless federally-financed and subject to prevailing wage laws, contracts for public works projects entered into after 1979 do not require the Contractor or his subcontractor to pay wages as equal to those determined by the Florida State Department of Commerce.

## **21. CONTRACT DOCUMENTS (DRAWINGS AND PROJECT MANUAL)**

The Contract Documents (Drawings and Project Manual), and all supplementary documents are essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to be cooperative, and to describe and provide for the construction of a complete unit or group of units, tested and ready for use.

## **22. CONSIDERATION OF BIDS AND AWARD OF CONTRACT**

- A. If the Contract is awarded, the City will consider the lowest Bid submitted and award the Contract to the lowest responsible Bidder within sixty (60) days after the opening of Bids, by written notice to the successful Bidder.
- B. In determining the low, responsible, qualified Bidder, the following elements, in addition to those noted elsewhere herein and in the Contract Documents, will be considered: Does each Bidder involved (1) maintain a permanent place of business; (2) have adequate labor, plant, and equipment to do the work properly and expeditiously; (3) have suitable financial status to meet the obligations incident to the work; (4) have appropriate successful contractual and technical experience in similar work? Further, (5) what proportional amount of the work does each Bidder intend to perform with his own organization as compared to the portion he intends to subcontract; and (6) what are the qualifications of the subcontractor whom each Bidder proposes to use? The City also

reserves the right to reject a Bidder who has previously failed to perform properly or to complete Contracts of a similar nature on time.

- C. Prior to the award of the Contract, the City may require the Bidder to submit an analysis of any lump sum bid prices quoted.
- D. Failure on the part of the successful Bidder to execute the Form of Agreement provided herein, file an acceptable Construction Bond and properly complete all other documents required by the Agreement and Contract Documents within ten (10) days from the notice of acceptance shall be just cause for annulment of the award and the forfeiture of the Bid security. The City may then accept the Bid of the next lowest responsible Bidder or re-advertise for Bids. If the Bid of the next lowest Bidder is accepted, this acceptance shall bind such Bidder as though he were the original successful Bidder. If the second lowest Bidder defaults in completing the Agreement, he shall forfeit his security and the City may proceed to the next lowest responsible Bidder as detailed above, or re-advertise for Bids. If required, this process can continue to the 4th, 5th, and 6th low Bidder, at the option of the City. All Bids must be firm Bids for a period of sixty (60) calendar days after the time set for the opening of Bids.
- E. In the event that the total Bid is greater than funds available for construction, the City reserves the right to reduce the quantity of work to be done, in order that a useful unit or units of work can be completed within the amount of available funds; or the City may award the Contract on the base bid combined with such alternates which are listed in the Bid Proposal, as produces a net amount which is within the available funds.
- F. After award of the Bid, the City also reserves the right to increase or decrease the extent of the project at the same unit or lump sum prices as bid, but such increase or decrease in work shall not exceed twenty-five percent (25%) of the original Bid, unless agreed to by both the City and Bidder.
- G. Discrepancies between words and figures will be resolved in favor of words. 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 in the extension of unit price times the estimated quantity for any line item will be resolved in favor of the correct extension.
- H. The City reserves the right to waive any informalities, to reject any or all Bids, or to re-advertise for Bids. Award, if made, will be to the low, responsible, and qualified Bidder whose Bid is responsive to the invitation and is advantageous to the City, price and other factors considered. The City specifically reserves the right to take the Bidder's past performance with the City and others into consideration in determining if the Bidder is responsible and qualified and the Bid is most advantageous to the City.
- I. After receipt and opening of Bids, the three (3) lowest Bidders must submit all of the following to the City within five (5) days:
  - 1) The name(s) and detailed description of qualifications of the project superintendent(s) whom the successful Bidder will designate to supervise this project.
  - 2) A copy of the Bidder's current, valid license(s) which the Bidder proposes to use for construction of the project. Acceptable licenses include: (1) A statewide license issued by the Florida State Board of Professional Regulation as a Certified General, Mechanical, or Utility Contractor; (2) a General, Mechanical, or Utility Contractor's Certificate as issued by the Florida Construction Industry Licensing Board.

- 3) A copy of the current, valid license which each major subcontractor proposes to use for the work the subcontractor is to perform as stated above or a current, valid license issued by Polk County.
- 4) A list of all major significant equipment and materials which the Bidder proposes to use on the project including any proposed alternates/substitutes from those named in the specification.
- 5) The percentage of the total contract dollar value which the Bidder proposes to construct with his/her in-house personnel, labor, and equipment.
- 6) A list of all projects within the past three (3) years on which the Bidder has been found to be in default of the Contract by the City.

### **23. EXECUTION OF AGREEMENT**

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Form of Agreement and Public Construction Performance Bond on the forms included herein.

### **24. TIME OF COMPLETION AND LIQUIDATED DAMAGES**

- A. The work shall be started and completed within the interval of time defined as the Contract Time. This period shall start on a date to be designated in the Notice to Proceed which shall be issued by the City to the successful Bidder. The duration of the Contract Time shall be the consecutive calendar days stated in the "Form of Agreement".
- B. If, for any reason, the successful Bidder refuses or fails to prosecute the work with the diligence required to complete it within the Contract Time, the City will assess a sum of money not as a penalty but as liquidated damages.
- C. The amount of liquidated damages shall be determined as the sum stated in the Agreement multiplied by the number of calendar days that any work remains uncompleted after the end of the Contract Time.
- D. Liquidated damages, in an amount determined in accordance with the above, will be deducted from monies due the successful Bidder. In the event that no monies are due or are insufficient, his surety will be held liable for the difference between the amount due the successful Bidder and the amount of liquidated damages.

### **25. OTHER PROVISIONS**

The successful Bidder agrees to coordinate his work with that performed by others engaged on this Project and other Projects at the work site in such a way so as to permit all of the work to be completed within the stipulated time and to result in a complete, integrated, and functional project.

NB-1/1

**STATEMENT OF  
"NO BID"**

IF SUBMITTING A "NO BID", BIDDER SHALL RETURN THE COMPLETED STATEMENT OF "NO BID" FORM. RETURN TO: The City of Lake Wales, P. O. Box 1320, 201 West Central Avenue, Lake Wales, Florida, 33859-1320. Faxed copies will be accepted.

WE HAVE DECLINED TO BID ON Fire Station Driveway Rehabilitation FOR THE FOLLOWING REASONS:

- \_\_\_\_\_ SPECIFICATIONS TOO "RESTRICTIVE" I.E., GEARED TOWARD ONE BRAND OR MANUFACTURER (PLEASE EXPLAIN BELOW)
- \_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO INVITATION TO BID
- \_\_\_\_\_ WE DO NOT OFFER THIS PRODUCT OR EQUIVALENT
- \_\_\_\_\_ OUR PRODUCT/WORK SCHEDULE WOULD NOT PERMIT US TO PERFORM
- \_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS
- \_\_\_\_\_ UNABLE TO MEET BOND REQUIREMENTS
- \_\_\_\_\_ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW)
- \_\_\_\_\_ OTHER (PLEASE SPECIFY BELOW)

REMARKS:

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WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF LAKE WALES, FLORIDA, FOR FUTURE PROJECTS.

\_\_\_\_\_  
Typed Name and Title

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature and Title

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

\_\_\_\_\_  
Date

(Bid Submittal-submit original and 2 copies)  
AC-1/1

**ACKNOWLEDGMENT**

To the City of Lake Wales, Florida

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

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same construction, service, or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittals and I am authorized to sign this bid for the Bidder. In submitting a bid to the City of Lake Wales, the Bidder offers and agrees that if the bid is accepted, the Bidder will convey, sell, assign or transfer to the City of Lake Wales all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Lake Wales. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

\_\_\_\_\_  
BIDDER NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE (MANUAL)

\_\_\_\_\_  
P.O. BOX, STREET, ETC.

\_\_\_\_\_  
I Acknowledge Receiving Pages 1 thru 17 of the Invitation to Bid

\_\_\_\_\_  
CITY, STATE AND ZIP CODE

\_\_\_\_\_  
AUTHORIZED NAME AND TITLE (TYPED)

\_\_\_\_\_  
(AREA CODE) TELEPHONE NUMBER

\_\_\_\_\_  
TOLL-FREE NUMBER

\_\_\_\_\_  
(AREA CODE) FAX NUMBER

This bid may be used by any other Government Agency to purchase goods listed in this bid. Bidder will not be allowed to change any price, terms or conditions, except that allowance may be made for difference in delivery cost.  YES  NO  N/A

REMARKS:

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

(Bid Submittal-submit original and 2 copies)  
PEC-1/2

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to CITY OF LAKE WALES

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is

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

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" included those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

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

NAME OF BIDDER \_\_\_\_\_ ⊗

(Bid Submittal-submit original and 2 copies)  
PEC-2/2

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

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

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

\_\_\_\_\_  
[signature]

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

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

OR Produced identification \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

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

NAME OF BIDDER \_\_\_\_\_ ⊗

(Bid Submittal-submit original and 2 copies)  
DFW-1/1

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 here certifies that \_\_\_\_\_ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States of any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance of rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

NAME OF BIDDER \_\_\_\_\_ \*⊗

(Bid Submittal-submit original and 2 copies)  
DBE-1/1

**DBE CONTRACTOR/SUBCONTRACTOR IDENTIFICATION AFFIDAVIT**

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

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

I hereby declare and affirm that I am the \_\_\_\_\_ (Title) and duly

authorized representative of \_\_\_\_\_ (Name of Firm)

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

\*I hereby declare and affirm that, as defined by Sec. 288.073, Florida Statutes, I am a: \_\_\_\_\_ Minority Business Enterprise (MBE) \_\_\_\_\_ Female Business Enterprise (WBE) and that I will provide information to document this fact upon request. This firm is interested in quoting/bidding on the following categories of work being procured for the:

**Fire Station Driveway Rehabilitation, Bid File # 06-115** :

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

This firm has DBE/MBE/WBE certification from the following agencies:

\_\_\_\_\_

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT AND THAT I AM AUTHORIZED ON BEHALF OF THE FIRM TO MAKE THIS AFFIDAVIT.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Affiant

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me, \_\_\_\_\_, the above signed officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing affidavit and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof I hereunto set my hand and Official Seal.

\_\_\_\_\_  
(SEAL)

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

\*Collectively called DBEs

NAME OF BIDDER \_\_\_\_\_ \*⊗

(Bid Submittal-submit original and 2 copies)  
BP-1/6

THE CITY OF LAKE WALES

LAKE WALES, FLORIDA

**BID PROPOSAL**

Submitted: \_\_\_\_\_ (Bid Receiving Date)

Proposal of: \_\_\_\_\_

To the City of Lake Wales (hereinafter "City")

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal or principals, is, or are, named herein and that no other person that herein is mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without any connection with any other person, company or parties making a Bid or Proposal; and that it is, in all respects, fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site of work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done: that he has examined the Plans and Specifications for work and Contractual Documents relative thereto; and has read all special provisions furnished prior to the opening of Bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City in the form of Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work known particularly as:

Name of Project: **Fire Station Driveway Rehabilitation**

Bid File # **06-115**

In full and complete accordance with the shown, noted, described and reasonably intended requirements of the Plans and Specifications and Contract Documents to the full and entire satisfaction of the City with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents, for the sum of

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

The Bidder further proposes and agrees to commence work under this Contract on or before a date to be specified in the written Notice to Proceed and to complete all the work in its entirety within **SIXTY (60)** calendar days thereafter. Bidder further agrees to pay the City as liquidated damages the sum of **Two Hundred and Fifty Dollars (\$250.00)** for each calendar day thereafter until the project is fully complete, ready to use, and accepted by the City.

The Bidder further proposes and agrees that, in case of failure on his part to execute said Contract and the Bond within **Ten (10)** consecutive calendar days after written notice being given of the award of the Contract, the check or Bid Bond (if required) accompanying this Bid and the monies payable thereon, shall be paid into the funds of the City as liquidated damages for such failure; otherwise the check or Bid Bond accompanying this Proposal shall be returned to the undersigned.

NAME OF BIDDER \_\_\_\_\_ ⊗

(Bid Submittal-submit original and 2 copies)  
BP-2/6

Attached hereto is a certified check on \_\_\_\_\_

Bank of \_\_\_\_\_ in the amount of five percent (5%) of the Base

Bid or a Bid Bond in the amount of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) made payable to the City of Lake Wales. The undersigned further agrees to furnish a sufficient and satisfactory Bond in the amount of not less than one hundred percent (100%) of the Contract price.

Respectfully submitted,

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address (Post Office Box, Street, City, State and Zip Code)

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

BY: \_\_\_\_\_ L.S.

\_\_\_\_\_  
Title

BY: \_\_\_\_\_ L. S.

\_\_\_\_\_  
Title

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

(Corporate Seal)

\_\_\_\_\_  
FAX Number

Principals:

The full name, social security number and residence of persons interested in the foregoing Bid as principals, are as follows:

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

NAME OF BIDDER \_\_\_\_\_ ⊗

(Bid Submittal-submit original and 2 copies)  
BP-3/6

ADDENDUM RECEIPT: Bidder shall acknowledge below the receipt of any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

Bidders shall include a copy of the Qualifying Individual Contractor's License for this bid:

The Qualifying Individual's License shall be registered to do Construction for the firm submitting the bid.

\_\_\_\_\_  
State Certification Number

\_\_\_\_\_  
Registered for Doing Construction for Name of Firm

\_\_\_\_\_  
Individual's Name

\_\_\_\_\_  
Registered for Doing Construction for Name of Firm

\_\_\_\_\_  
Polk County Registration Number

\_\_\_\_\_  
Individual's Name

NOTE: Failure to submit copy of the Qualifying Individual Contractor's License doing construction for the firm submitting this bid may result in rejection of this bid.

NAME OF BIDDER \_\_\_\_\_ ⊗

(Bid Submittal-submit original and 2 copies)  
 BP-4/6

**BID PROPOSAL DETAIL  
 ESTIMATED QUANTITIES & UNIT PRICES**

BID FILE # 06-115  
 PROJECT NAME **Fire Station Driveway Rehabilitation**

Bidder agrees to perform all work for the project as described in the technical specifications complete, ready to use, and accepted by the City for the amount stated below. Amounts are to be stated in both words and numbers. In case of discrepancy, the amount stated in words shall govern.

Item No.	Item Description and Unit Price Bid (in words)	Unit	Estimated Quantity	Unit Price (in numbers)	Extended Total
General					
1	<u>Fire Station Driveway Rehabilitation</u> _____ dollars and _____ cents	LS	1		

**Total Bid Amount – Item 1:** \$ \_\_\_\_\_

( \_\_\_\_\_ )  
 (Amount written in words)

NAME OF BIDDER \_\_\_\_\_ ⊗

(Bid Submittal-submit original and 2 copies)  
BB-1/2

BID BOND FORM

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we

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

(hereinafter called the Principal) and \_\_\_\_\_

(hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of

\_\_\_\_\_; and authorized to do business in the State of Florida, are held and firmly bound unto the CITY OF LAKE WALES (hereinafter called the City), in the full and just sum of:

\_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

good and lawful money of the United States of America, to be paid upon demand of the City, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the City, a Bid Proposal for the construction of:

Bid File # 06-115 Project Name: **Fire Station Driveway Rehabilitation**

WHEREAS, the Principal desires to file this Bond in lieu of a certified Bidder's check otherwise required to accompany this Bid Proposal.

\*Write in the dollar amount of the bond which must be at least five percent (5%) of the total of all the Base Bid included in the Proposal. Do not use the phrase "five (5) percent of the Proposal" or words of like import.

NOW THEREFORE: The conditions of this obligation are such that if the Bid Proposal is accepted and the Principal, within ten (10) days after the date of the receipt of written Notice of Award of Contract, executes a Contract in accordance with the Bid Proposal and upon the terms, conditions, and price set forth therein in the form and manner contained in the Contract Documents, and executes a sufficient and satisfactory Public Construction (Performance) Bond payable to the City in the amount of one-hundred percent (100%) of the contract obligation, then this Bid Bond is void; otherwise, this Bid Bond remains in full force and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid CITY OF LAKE WALES, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

NAME OF BIDDER \_\_\_\_\_ ⊗

(Bid Submittal-submit original and 2 copies)  
BB-2/2

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SURETY)

By \_\_\_\_\_

COUNTERSIGNED \_\_\_\_\_

NAME OF BIDDER \_\_\_\_\_ ⊗

(Bid Submittal-submit original and 2 copies)  
BQ-1/4

### STATEMENT OF BIDDER'S QUALIFICATIONS

All items must be answered and the information given must be clear and comprehensive. This statement must be notarized. If necessary, items may be discussed on separate attached addendum.

1. Name of Bidder.
2. Permanent main office address, telephone number and FAX number.
3. Date organized.
4. If incorporated, place of incorporation.
5. Number of years engaged in the contracting business under present firm or trade name.
6. Contracts on hand. (Description of each contract, amount of work, and anticipated date of completion.)
7. General character of work performed by company.
8. Has company ever failed to complete any work awarded?
9. Has company ever defaulted on a contract?
10. Major equipment available for this contract.
11. Background and experience of principal members of organization, including officers.
12. Credit available: \$ \_\_\_\_\_
13. Bank reference: \_\_\_\_\_  
\_\_\_\_\_
14. Will Bidder, upon request, furnish a detailed financial statement and any other information that may be required by the City?

NAME OF BIDDER \_\_\_\_\_ ⊗

(Bid Submittal-submit original and 2 copies)  
BQ-2/4

**STATEMENT OF BIDDER'S QUALIFICATIONS**

15. List experience in work of relevance to this project.

No.	Project Name/Size/Location	Description of Work Performed	Date Completed	Approx. Cost (\$ x 1,000)	Client Name, Contact Person, Address, Phone

(Bid Submittal-submit original and 2 copies)  
BQ-3/4

**STATEMENT OF BIDDER'S QUALIFICATIONS**

16. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Bidder's Qualifications.

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

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name, typed or printed)

\_\_\_\_\_  
(title)

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

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

\_\_\_\_\_, being duly sworn, deposes and says that he is  
\_\_\_\_\_ of \_\_\_\_\_ and

that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida at large

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

NAME OF BIDDER \_\_\_\_\_ ⊗

(Bid Submittal-submit original and 2 copies)  
BQ-4/4

**STATEMENT OF BIDDER'S QUALIFICATIONS**

**Addendum**

NAME OF BIDDER \_\_\_\_\_ ⊗

(Bid Submittal-submit original and 2 copies)  
NCP-1/1

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

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

ss.

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

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

- (1) He is \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, the Bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid;
- (3) Such bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Wales or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

(Titled) \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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

NAME OF BIDDER \_\_\_\_\_ ⊗

(Bid Submittal-submit original and 2 copies)  
SS-1/1

**SUBCONTRACTOR SUBMITTAL**  
(if applicable)

<u>Item</u>	<u>Firm</u>	<u>Firm Address</u>
1. Masonry		
2. Floor Slab		
3. Block Work		
4. Roof		
5. Sheathing		
6. Interior		
7. Ceiling		
8. Floors		
9. Interior Paint		
10. Exterior Paint		
11. Electrical		
12. Air Conditioning		
13. Plumbing		
14. Grading		
15. Hauling		
16. Demolition		
17. Others (list)		

NAME OF BIDDER \_\_\_\_\_ \*⊗

(Bid Submittal-submit original and 2 copies)  
SQ-1/4

### STATEMENT OF SUBCONTRACTOR'S QUALIFICATIONS

To be submitted by each major subcontractor. All items must be answered and the information given must be clear and comprehensive. This statement must be notarized. If necessary, items may be discussed on separate attached addendum.

1. Name of Subcontractor and service to be provided.
2. Permanent main office address, telephone number and FAX number.
3. Date organized.
4. If incorporated, place of incorporation.
5. Number of years engaged in the contracting business under present firm or trade name.
6. Contracts on hand. (Description of each contract, amount of work, and anticipated date of completion.)
7. General character of work performed by company.
8. Has company ever failed to complete any work awarded?
9. Has company ever defaulted on a contract?
10. Major equipment available for this contract.
11. Background and experience of principal members of organization, including officers.
12. Credit available: \$ \_\_\_\_\_
13. Bank reference: \_\_\_\_\_  
\_\_\_\_\_
14. Will subcontractor, upon request, furnish a detailed financial statement and any other information that may be required by the City?

NAME OF BIDDER \_\_\_\_\_ \*⊗

(Bid Submittal-submit original and 2 copies)  
SQ-2/4

**STATEMENT OF SUBCONTRACTOR'S QUALIFICATIONS**

15. List experience in work of relevance to this project.

No.	Project Name/Size/Location	Description of Work Performed	Date Completed	Approx. Cost (\$ x 1,000)	Client Name, Contact Person, Address, Phone

(Bid Submittal-submit original and 2 copies)  
SQ-3/4

STATEMENT OF SUBCONTRACTOR'S QUALIFICATIONS

16. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Subcontractor's Qualifications.

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

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name, typed or printed)

\_\_\_\_\_  
(title)

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

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

\_\_\_\_\_, being duly sworn, deposes and says that he is  
\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ and

that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida at large

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

NAME OF BIDDER \_\_\_\_\_ \*⊗

(Bid Submittal-submit original and 2 copies)  
SQ-4/4

**STATEMENT OF SUBCONTRACTOR'S QUALIFICATIONS**

**Addendum**

NAME OF BIDDER \_\_\_\_\_\*⊗  
(Bid Submittal-submit original and 2 copies)

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

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

ss.

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

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

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as the Subcontractor;
- (2) He is fully informed respecting the preparation and contents of Subcontractor's Proposal submitted by the Subcontractor to \_\_\_\_\_ for certain work in connection with BID FILE 04-116 pertaining to the **Fire Station Driveway Rehabilitation** Project in LAKE WALES, FLORIDA.
- (3) Such subcontractor's Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Wales or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

(Titled) \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

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

NAME OF BIDDER \_\_\_\_\_ \*⊗

**CITY OF LAKE WALES, FLORIDA  
INSURANCE CHECKLIST**

Items checked are required to be provided if award is made to your firm. Bidder's Insurance Agent shall mark a "YES" or "NO" as to availability of insurance. Failure to provide coverage as required shall subject Bid to be rejected.

**COVERAGE REQUIRED** **LIMITS (FIGURES DENOTE MINIMUMS)**

YES NO

<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	1. WORKERS' COMPENSATION and Employer's Liability	1. Statutory Limits of the State of Florida
<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	Admitted in Florida	Yes
<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	Employer's Liability	\$100,000
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	All States Endorsement	Statutory
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	USL & H Endorsement	Statutory
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Voluntary Compensation	Statutory
<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	2. GENERAL LIABILITY: M & C/CGL	2. \$100,000/1,000,000 Single Limit Bodily
<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>		
Injury and Property		
Damage Each Occurrence		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Products	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Completed Operations	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Broad Form CG&L	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Contractual Liability	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Personal Injury	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Independent Contractors	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	XCU Prop. Damage Excl. Deleted	
<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	3. AUTOMOBILE LIABILITY:	3. \$500,000
<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	Single Limit Bodily	
<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	Owned, Hired, & Non-Owned	Injury and Property
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Motor Carrier Act End.	Damage Each Occurrence
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	4. Prof. Errors & Omissions	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	5. Garage Liability	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	6. Garagekeepers' Legal Liab.	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	7. Fire Legal Liability	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	8. Other Insurance as Indicated _____	
<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	9. City and Engineer named as additional insured on Auto and General Liab. Policies (This coverage is primary to all other coverage the City may possess)	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	10. Contractual Indemnity/Hold Harmless Exactly as Specified	
<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	11. 30-day cancellation notice required	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	12. Best's Guide Rating - A:VIII or Better, or its Equivalent	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	13. The Certificate must state Bid/RFP Number and/or Bid/RFP Title	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	14. Umbrella Liability	

\* IF YOU HAVE ANSWERED "NO" TO ANY OF THE ABOVE, PROVIDE WRITTEN EXPLANATION ON SEPARATE SHEET.

NAME OF BIDDER \_\_\_\_\_ ⊗

(Bid Submittal-submit original and 2 copies)  
OS-1/1

**OFFEROR AND INSURANCE AGENT STATEMENT**

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

\_\_\_\_\_  
OFFEROR

\_\_\_\_\_  
INSURANCE AGENT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

NAME OF BIDDER \_\_\_\_\_ ⊗

(Bid Submittal-submit original and 2 copies)  
NF-1/1

**CERTIFICATION OF NONSEGREGATED FACILITIES**

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained.

The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained.

The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any Contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempted from the provisions of Equal Opportunity clause, and that he will retain such certification in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date \_\_\_\_\_, 20\_\_\_\_

Official Address  
(Including Zip Code)

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

(Title)

NAME OF BIDDER \_\_\_\_\_ ⊗

## GENERAL CONDITIONS

### 1. DEFINITIONS

Whenever used in any of the Contract Documents, the following meaning shall be given to the words, terms and expressions herein defined:

*Local Public Agency or Local Government* – the City of Lake Wales, Florida which is authorized to undertake this Contract and within which the Project is located.

*Contractor* - the person, firm or corporation entering into the Contract with the Local Public Agency to construct and install the improvements embraced in this Contract.

*Contract* - the Contract executed by the Local Public Agency and the Contractor.

*Contract Documents* - shall include the following: Executed Contract, Addenda (if any), Instruction to Bidders, Signed Copy of Bid Proposal and required Bid Submittal forms, Technical Specifications and Drawings (as listed in Part II), and Part III when Federally assisted.

*Addendum or Addenda* - any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Local Public Agency to prospective Bidders prior to the time of receiving Bids.

*Change Order* - any change that requires City approval and either includes work not covered or extension of contract time.

*Drawings* - the Drawings or plans listed in Part II.

*Technical Specifications* - Part II of the Contract documents which describes, outlines, and stipulates special conditions, the quality of the materials to be furnished, the quality of workmanship required, and the methods to be used in carrying out the construction work to be performed under this Contract.

*Project Area* - the area within which are the specified Contract Limits of the improvements contemplated to be constructed in whole or in part under this Contract.

*Site* - the area which has been secured or reserved by the City for use in the performance of the Contract.

*Engineer* - engineer in charge serving the Local Public Agency with architectural or engineering services, his successor, or any other person or persons, employed by said Local Public Agency, for the purpose of directing or having in charge the work embraced in this Contract, the said engineer acting directly or indirectly through any assistant engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to him.

*Inspection* - the examination of the work performed by the Contractor to ascertain its conformity with the design intent of the Contract Documents.

*Surety or Sureties* - the corporate body or bodies, approved by the City, who are bound with and for the Contractor and who are primarily liable for the satisfactory and acceptable execution and fulfillment of this Contract, and/or the prompt payment in full for labor, materials, and rental as provided in the bonds.

*Proposal Security* - the required security furnished with the proposal by a Bidder as guaranty of his ability and intent to qualify for award of the Contract and to enter into a Contract with the City for the Performance of the work and to furnish satisfactory bonds as required if the work involved in the proposals is awarded to him. This may be a money deposit in the form of a draft or a certified check on a solvent bank, or if permitted, a bid bond.

*Certified Check* - when the Advertisement indicates that a certified check is required, each bidder shall submit with his proposal a certified check drawn upon a solvent clearing bank, or bank cashier's check, or

trust company treasurer's check, and the bidder who has had the Contract awarded to him and who fails to promptly and properly execute the required contract and bonds shall forfeit said check.

*Bid Bond* - when permitted, in lieu of certified checks, bid bonds to be approved by the City, may be furnished by the Bidders and their sureties, conditioned upon the successful bidder promptly and properly executing the required contracts and bonds.

*Public Construction Bond* - the approved and executed form of security furnished by the Contractor and his surety as a guaranty of good faith to execute and complete the work in accordance with other terms of the Drawings, Specification and other Contract Documents to promptly pay or cause to be paid in full such sums as may be due for materials, labor supplied or performed, and services including rental of equipment rendered in the prosecution of the work under this Contract.

*Final Estimate* - the estimate made by the City, following completion and acceptance of all work specified and performed under the Contract, of the total Contract value (exclusive of legal and equitable deductions) of the construction work performed by the Contractor.

*Final Payment* - the total net amount of payment owed to or made to the Contractor by the City as set forth in and as evidenced by the Final Certificate.

*Approved* - the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by or acceptable or satisfactory to the City, unless another meaning is plainly intended or otherwise specifically stated.

*Required by the City* - the words "required", "prescribed", "directed", "ordered" by the City or words of like import where used in these Contract Documents shall have the meaning only of interpreting the specifications, directing notice to or attention of the Contractor to factors or conditions essential to quality of workmanship and work, materials, and furnished results necessary to assure conformity to and compliance with the Specifications and Drawings and are not intended or implied as any directions, instruction, or superintendence of the Contractor's methods of construction, use of equipment, personnel or safety measures, or precautions or liability therefore by the City.

## 2. PAYMENTS

At no time during the course of construction will the City make payments to the Contractor in excess of ninety percent (90%) of the value of work completed and materials suitably stored on the site. Suitable storage shall be prescribed or approved by the City and in accordance with policies, which may, from time to time, be established by the City. Funds will be available to meet payments as they become due. Progress payment forms shall indicate in separate columns the description and value of materials stored when such are included in a request for payment.

Temporary buildings, instrumentalities, tools, implements, and equipment of Contractor or items of a similar nature, and articles of such nature or type that they are not consumed in prosecuting the work shall not be listed on Periodical Estimate for Progress payment.

A. Partial Payments. Payment by the City to the Contractor will be made in accordance with the following:

- 1) Payment will be made within thirty (30) working days after approval by the department responsible for funding and/or acceptance of the work in progress.
- 2) Payment is subject to a ten percent (10%) retainage that will be held until the final payment.
- 3) Partial payment on the Contract will be made during progress of the work based on the value of the work satisfactorily installed, and in accordance with the provisions of the Agreement. These partial payments are merely estimates and subject to correction in any succeeding estimate or in the final payment, and shall not bind the City to the acceptance of any materials furnished or work done. Completed additional or extra work which has been approved by the City will be included in partial payments.

- 4) For lump sum items in the Proposal, the Contractor shall prepare an itemized breakdown of the value of the several classes of work, which, after approval, will be used by the City in computing the value of work done and amount due on the current estimates.

B. Final Payments

- 1) Release of Liens. Upon completion of the Contract, the Contractor shall submit release of liens, or at no additional cost to the City, a bond satisfactory to the City, indemnifying the City against lien, and or other evidence satisfactory to the City that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with the construction of the project have been paid in full.
- 2) Approval for Payment: After the above stipulated evidence has been submitted and written notice has been given the City that the work is ready for final inspection and acceptance, the work will be inspected by or under the direction of the City. When it is found that the work is acceptable under this Contract, and that the work has been fully performed, including the delivery of Record Drawings by the Contractor, final payment shall be due within thirty (30) working days, provided the work has been fully completed and accepted by the City.

C. Payments Withheld. The City may withhold payment as may be necessary to protect the City from loss when it discovers evidence of factors which include, but are not limited to the following:

- 1) Defective work not remedied.
- 2) Claims filed or reasonable evidence indicating probable filing of claims.
- 3) Failure of the Contractor to make payments properly to a subcontractor for material or labor.
- 4) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- 5) Damage to another Contractor.
- 6) Failure to submit required Federal documents (Federally funded projects only).

3. **OTHER CONTRACTS**

The City may award or may have awarded other Contracts for additional work, and the Contractor shall cooperate fully with such Contractors by scheduling his own work with that to be performed under other Contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

4. **FITTING AND COORDINATION OF THE WORK**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guaranty to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

5. **MUTUAL RESPONSIBILITY OF CONTRACTORS**

If, through act of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other contractor or subcontractor by agreement or arbitration, if such other contractors or subcontractor will so settle. If such other contractor or subcontractor shall assert any lien against the City on account of any damage alleged to have been so sustained, the City will notify the Contractor, who shall defend at his own expense any suit based upon such claim and, if any judgment or claims against the City shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

6. **PROGRESS SCHEDULE**

If requested, the Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule showing the proposed dates of starting and completing each of the

various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.

**7. CHANGES IN THE WORK**

- A. The City, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
- B. All Change Orders and adjustments shall be in writing and approved by the City, otherwise, no claim for extras will be allowed.

**8. DEDUCTIONS FOR UNCORRECTED WORK**

If the City deems it is not expedient to correct damage or insufficient work or work not performed in accordance with the Contract, an equitable deduction from the Contract price shall be made therefor.

**9. CORRECTION OF WORK BEFORE FINAL PAYMENT**

- A. The Contractor shall promptly remove from the premises all materials condemned by the City as failure to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without additional expense to the City, and shall bear the expenses of making good all work of other contractors destroyed or damaged by such removal or replacement.
- B. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the City may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days time thereafter, the City may, upon ten (10) working days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

**10. GUARANTY**

- A. The Contractor shall guaranty his work for a period of at least one (1) year from the date of final inspection and acceptance by the City. Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship as provided by law, and upon written notice from the City, the Contractor shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the City resulting therefrom. Said notice of defects will be issued by the City. Upon receipt by the Contractor of such written notice, the Contractor shall immediately investigate any and all claimed defects. Should the Contractor feel that any claimed defect is invalid, he shall so advise, in writing, the issuer within ten (10) days after receipt of said notice.
- B. Defects shall be remedied by the Contractor immediately and within thirty (30) days after receipt of said notice. The Contractor shall notify the City, in writing of the completion of any necessary corrective measures, within ten (10) days of the completed measures. The Contractor shall transmit to the City a copy of each certified statement that is required under paragraph C. below.
- C. Each subcontractor shall transmit to Contractor, in triplicate, on the subcontractor's business letterhead, addressed to both the Contractor and the City a certified statement as to:
  - 1) Work performed and/or materials supplied.
  - 2) Guaranty in accordance with requirements of Contract pertaining to said work and/or materials.

- D. Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the City or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.
- E. The Contractor shall promptly remedy any defects in the work and pay for any damages to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The City will give notice of defective materials and work with reasonable promptness.

**11. DELAY AND DAMAGES, CITY'S RIGHT TO TERMINATE THE CONTRACT**

- A. Should the Contractor refuse or fail to prosecute the work or any part thereof properly and diligently and in substantial accord and compliance with the schedule or schedules agreed upon and filed with the City or any extension thereof; or if the Contractor should fail or refuse to perform any requirement or provision of the Contract specified to be performed by the Contractor, then and in either event, the City after ten (10) days written notice to the Contractor of the default, may take over the work, or such portion thereof as may be in default or arrears, and correct the fault and make good the deficiency and the cost thereof will be deducted from the Contract price and may be withheld from any amount due or that may become due to the Contractor from the City; or at the City's option, may declare the entire Contract terminated and take possession of all materials, tools, machinery, equipment, and appliances on the site of the work and complete the work by the City's own forces in such other manner and means as the City may deem necessary or expedient. The City will remain accountable to the Contractor only for any excess that may remain between the cost of the work completed by either such methods and the Contract price; the Contractor and his sureties, remaining at all times liable to the City for any deficit remaining between the cost of the completion of the work by either of the methods aforesaid and the Contract price; provided that the exercise of any right or option in this article reserved by or granted to the City shall not prejudice, estop, or bar any other right or remedy that the City may have under the full terms of the Contract and Contract Documents. Upon terminating the Contract, the Contractor shall be liable for the payment of liquidated damages which have accrued from the completion date as established in the Contract, up to and including the Contractor's right to proceed.
- B. The Contract shall be terminated and the Contractor not charged with liquidated damages because of any delays due to unforeseeable causes beyond the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the City, fires, floods, epidemics, strikes (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) days from the beginning of such delay, notify the City, in writing, the causes of the delay, and the City, shall when in its judgment the findings of fact justify such an extension, extend this time for completing the work.
- C. The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead lack of knowledge of said contingent work as an excuse for delay in his work or for the non-performance thereof.

**12. CONTRACTOR'S RIGHT TO TERMINATE THE CONTRACT**

Should the work be stopped by any public authority for a period of thirty (30) days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of thirty (30) days after it is due, then the Contractor, upon thirty (30) days written notice to the City, may stop work or terminate the Contract and recover from the City payment for all work executed and any loss sustained and reasonable profit and damages.

**13. ASSIGNMENT OR NOVATION**

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the

City; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the City. No assignment or novation of the Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

**14. DISPUTES**

- A. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the City for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the City of notice thereof.
- B. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the City will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.
- C. If the Contractor does not agree with any decision of the City, he shall in no case allow the dispute to delay the work but shall notify the City promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

**15. REQUEST FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the Contractor to make timely request of the City for any additional information not already in his possession which should be furnished by the City under the terms of this Contract, and which he will require in the planning and executing of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after Contract award and shall be as complete as possible at the time. The Contractor shall, if requested, furnish promptly any assistance and information the engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this section.

**16. MATERIALS AND WORKMANSHIP**

- A. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications, as "equal to" or of a particular standard, the City's authorized representative shall decide the question of equality.
- B. All materials, equipment, parts, and assemblies thereof, entering into the work shall be new and tested as specified. Unless waived in writing by the City, all field and operating tests shall be made in the presence of the City's authorized representative. When such a waiver is issued, a sworn statement in duplicate of the tests made and the results thereof shall be furnished to the City by the Contractor or manufacturer. Costs of all test and trials specified hereto, other than laboratory tests, and with the exception of the City's expenses shall be borne by the Contractor and shall be included in the Contract price.

- C. All workmanship and materials shall be of the highest quality. The equipment shall be the product of a manufacturer who is experienced and skilled in the field with an established record of research and development. No equipment will be considered unless the manufacturer has designed and manufactured equipment of comparable type and size for at least five (5) years.
- D. The Contractor shall furnish to the City for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work.
- E. Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- F. Materials specified by reference to the number or symbol of a specific standard, such as A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplements thereto in effect on the date of the Instructions to Bidders, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.
- G. The City may require the Contractor to dismiss from the work such employee or employees as the City may deem incompetent, careless, or insubordinate.

17. **PERMITS AND CODES**

- A. The Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the City. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the City will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the City) and make appropriate adjustments in the Contract price or stipulated unit prices.
- B. Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with Drawings and Technical Specifications), the Contractor shall remove such work without cost to the City, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.
- C. The Contractor shall at his own expense, secure and pay to the appropriate department of the City, County and State Government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- D. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris, and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the improvements embraced in this Contract.

18. **CARE OF WORK**

- A. The Contractor shall be responsible for all damages to person or property that occur as the result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.
- B. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- C. In an emergency affecting the safety of life, limb, or property, including adjoining property, the Contractor, without special instructions or authorization from the City, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the City. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City.
- D. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- E. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owners or other party before commencement of any work. The Contractor shall indemnify and save harmless the City from any damages on account of settlement or the loss of lateral support of adjoining or adjacent property and from all loss or expense and all damages for which the City may become liable in consequence of such injury or damages to adjoining and adjacent structures and their premises.

19. **REVIEW BY THE CITY**

The City, its authorized representatives, and agents shall at all times have access to and be permitted to observe and review all work, materials, equipment, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the City through its authorized representative or agents.

20. **ACCIDENT PREVENTION AND REPORTING**

- A. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- B. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonable and necessary. Machinery, equipment, and all hazards shall be guarded in accordance with safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Incorporated, to the extent that such provisions are not in conflict with applicable laws.

- C. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract.
- D. The Contractor shall give daily written notice to the City of all accidents in connection with the Project. The Contractor shall also make daily report to the appropriate Insurance Companies of all said accidents, and to any other Local, State, or Federal agencies having jurisdiction over the Project.
- E. The Contractor shall indemnify and save harmless the City from any claims for damages resulting from property damage, personal injury, and/or death suffered or alleged to have suffered by a person as a result of any work conducted under this Contract.

21. **SANITARY FACILITIES**

- A. The rest rooms and water fountains at the site (the Sam P. Robinson Reclaimed Water Treatment Plant) shall be available for use by the Contractor.
- B. If required, the Contractor shall also furnish, install, and maintain additional sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided for from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

22. **USE OF PREMISES**

- A. The Contractor shall have access to the Sam. P. Robinson Reclaimed Water Treatment Plant during "normal" hours of operation. "Normal" hours of operation are 7 AM to 4 PM, Monday through Friday. Upon request by the Contractor, these hours may be extended to 6 AM to 5 PM, Monday through Friday. The Contractor may request access at other times by submitting a written request to the City at least 48 hours in advance.
- B. The Contractor shall confine his equipment, storage of materials, and construction operations to the Project Area as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the City, and shall not unreasonably encumber the site or public rights-of-way with his materials and construction equipment.
- C. The Contractor shall comply with all reasonable instructions of the City and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

23. **REMOVAL OF DEBRIS, CLEANING, ETC.**

- A. The Contractor shall be responsible for debris removal. The Contractor shall not use any debris containers presently located at the site.
- B. The Contractor shall, periodically, or as directed during the progress of the work, remove and legally dispose of all surplus excavated materials and debris, and keep the Project Area and public right-of-way reasonably clear.
- C. Before the work will be considered as having been completed, Contractor shall remove from the Project and adjacent property all temporary construction facilities, equipment, debris and unused materials provided for the work, and put the whole site of the work and public right-of-way in a

neat and clean condition. Trash burning on the site of work will be subject to prior approval of the City and existing State and Local regulations.

- D. The Contractor shall restore all cultivated lawns and shrubbery which he may have damaged in the course of construction.

**24. INSPECTION OF THE WORK**

- A. The Contractor shall permit and facilitate inspection of the work by the City and its agents and public authorities at all times.
- B. If any work shall be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense.
- C. In case a mill or factory inspection is called for, the Contractor shall notify the suppliers that the material shall not be produced or fabricated without due notice to the City.

**25. PATENTS**

The Contractor shall hold and save the City, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Technical Specifications.

**26. WARRANTY OF TITLE**

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the City free from any claims, liens, or charges.

**27. LIENS**

No liens shall be allowed for labor, materials, or rentals furnished. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this paragraph shall be inserted in all subcontracts and material Contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

**28. JOB OFFICES**

- A. The Contractor shall furnish and maintain during construction of the improvements embraced in this Contract, adequate facilities on the Project Area or adjacent thereto for the use of the City and its Engineers, as follows:

(Describe the Facilities if applicable to Bid) Applicable  Not Applicable

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- B. The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no

interference to any work to be performed on the site. The City shall be consulted with regard to location.

- C. Upon completion of the improvements, or as directed by the City, the Contractor shall remove all such temporary structures and facilities from the site, same to become his property, and leave the site of the work in the conditions required by the Contract.

**29. TRENCH EXCAVATIONS (WHEN REQUIRED)**

All trench excavations in excess of five feet (5') deep when specified in as part of this Bid, shall require the following information:

- A. By whom the work will be performed.
- B. Reference to the trench safety standards that will be in effect during the period of construction of the project.
- C. Written assurance by the Contractor performing the trench excavation that such Contractor and subcontractors will comply with the applicable trench safety standards.
- D. A separate item identifying the cost of compliance with the applicable trench safety standards.

**30. NOTICE**

- A. The service of any notice by the City to the Contractor or other party to the Contract shall be considered accomplished upon completion of any one of the following procedures:
  - 1) When delivered, in writing, to the person in charge of the office used by the addressee to conduct business as given in the proposal or Agreement;
  - 2) When delivered, in writing, to the addressee or any of his authorized agents in person;
  - 3) When delivered, in writing, to the addressee or any of his agents at the office used by the addressee to conduct business of this Contract at or near the site of the work;
  - 4) When deposited in the United States Mail, postpaid, and addressed to the party intended for such service at his office used for conducting the business of this Contract at the site of the work, or his last known place of business; or
  - 5) When filed at any company-operated office of the Western Union Telegraph Company and addressed to the party intended for such service at his last known place of business or for conducting the business of this Contract at the site of the work.
- B. The service of any notice by the Contractor to the City shall be considered accomplished upon delivery, in writing, to the Office of the City Clerk, City of Lake Wales, 201 West Central Avenue, Lake Wales, FL, 33853.

**NOTICE OF AWARD**

TO: \_\_\_\_\_

Project Name: **Fire Station Driveway Rehabilitation**

Bid File # **06-115**

FOR: \_\_\_\_\_

The City of Lake Wales (Owner), represented by the undersigned, has considered the Proposal submitted by you for the above described work in response to its Invitation To Bid issued on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, and the Contract Documents.

It appears that it is in the best interest of said Owner to accept your proposal in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), and you are required by this Notice and the Instructions presented in the Specifications to execute the formal Agreement with the undersigned Owner and to furnish the Public Construction Bond (if required), Insurance Certificates, and all other required information and documents within ten (10) days from the date of delivery of this Notice to you.

If you fail to execute said Agreement and to furnish said Bond (if required), with accompanying information and documents, within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned, and to escheat your Bid Bond, award the work covered by your proposal to another, or to re-advertise the work, or otherwise dispose thereof as the Owner may see fit.

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

City of Lake Wales, a Municipal Corporation  
(Owner)

By \_\_\_\_\_

Name Anthony G. Otte

Title City Manager

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Firm)

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**FORM OF AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the CITY OF LAKE WALES, POST OFFICE BOX 1320, LAKE WALES, FLORIDA 33859-1320 hereinafter called the OWNER, and A CORPORATION, PARTNERSHIP, or AN INDIVIDUAL known as (name and address)

\_\_\_\_\_ organized and existing under the laws of the state of \_\_\_\_\_ hereinafter called the CONTRACTOR,

**WITNESS** That the OWNER and CONTRACTOR in consideration of the mutual Covenants hereinafter set forth, do mutually agree as follows:

**ARTICLE I) WORK.** In strict accordance with the Drawings and Specifications prepared by/for the CITY OF LAKE WALES, FLORIDA, the Contractor agrees to furnish all labor, superintendence, materials, facilities, utilities, and equipment; to perform all work necessary for or incidental to; and to perform all other obligations imposed by this Agreement for the construction of the Project generally described as follows:

**Fire Station Driveway Rehabilitation**  
**Bid File # 06- 114**

**ARTICLE II) CONTRACT TIME.** The CONTRACTOR agrees that the work shall be started not later than the date indicated in the Notice To Proceed, and further agrees that the work shall be completed within **ONE HUNDRED FIFTY (150)** calendar days from such date except for delays caused through no fault of the CONTRACTOR. The CONTRACTOR agrees to coordinate his work with that performed by all other contractors engaged in separate contracts of this Project (if any) at the work site in such a way as to permit each of the Contracts to be completed within the stipulated time.

**ARTICLE III) LIQUIDATED DAMAGES.** As set forth herein, Contractor agrees to forfeit and pay Owner the amount of Two Hundred Fifty dollars (\$250.00) per day as liquidated damages for each calendar day which elapses after the Contract Time (with extension) and until the Project is fully complete, ready to use, and accepted by the OWNER. The liquidated damages amount represents a reasonable estimate of the Owner's expenses for extended delays and for inspection and administrative costs associated with such delay. In addition to this liquidated damage amount, there shall be additional other amounts for additional delay damages incurred by the Owner as a result of unavoidable delays experienced by others and caused by avoidable delays by the CONTRACTOR. These actual delay damages will include, but are not limited to, delay settlement or awards, penalties, and professional fees (including engineering and legal fees) incurred in connection with the delay and such settlements, awards, or penalties and fines or penalties imposed by regulatory agencies, contract agencies, contract damages, and loss of use.

**ARTICLE IV) CONTRACT PRICE.** The CONTRACTOR shall receive and accept as full compensation for performance of the work in accordance with the prices stipulated in the Bid Proposal and as identified in the Notice of Award, the Total Sum of:

\_\_\_\_\_ (\$\_\_\_\_\_).

**ARTICLE V) CONTRACT PAYMENT.** The OWNER will make payments to the CONTRACTOR in accordance with the Contract Price and Bid Proposal and as provided in the Measurement and Payment and General Conditions section, as follows:

- A) All progress and final payments will be on the basis of the properly completed and executed Contractor's Application(s) for Payment as approved by the OWNER,
- B) On or about the first day of each month during construction, progress payments due on the first day of the previous month based upon 90 percent of the work completed and 90 percent of the work materials suitably stored on the Project site; and
- C) Upon final completion of the work, acceptance of the work by the OWNER, and settlement of all claims, the remainder of the Contract Price.

**ARTICLE VI) CONTRACT ASSIGNMENT.** The CONTRACTOR shall not pledge or assign any monies due hereinunder and shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof; or his right, title, or interest therein, without prior written consent of the OWNER.

**ARTICLE VII) WORK RESPONSIBILITY.** It is agreed that the work in every respect, from the execution of this Contract and during the progress of the work and until written acceptance by the Owner shall be under the charge of and in the care of the CONTRACTOR and at his risk. He shall properly safeguard against any or all damage or injury (including death) to the public and to his employees and shall be solely responsible for any damage or injury (including death) from his undertaking of the work to any person or persons or thing. The CONTRACTOR will solely and without qualification be responsible for all construction methods and results, for use of equipment and personnel, for the safety of his employees and other persons, for the protection of public and private property, and for compliance with all Local, State, and Federal laws and regulations in performance of work under this Contract. The OWNER will not have any right to hire or fire, nor any power of supervision or direction over the construction methods, nor over use of equipment or personnel, nor for or over the safety of the CONTRACTOR's employees or other persons, nor for or over the protection of public or private property, nor for the CONTRACTOR's compliance with Local, State, or Federal laws and regulations in performance of work under this Contract, for these are solely the responsibility of the CONTRACTOR.

**ARTICLE VIII) WORK AND MATERIALS GUARANTY.** The CONTRACTOR shall guaranty his work and shall remedy, without cost to the OWNER, any defect which may develop therein during a period of one (1) year from the date of the OWNER's written acceptance of the completed Project. All materials shall be similarly guaranteed for one (1) year or for the period of manufacturer's warranty, if greater.

**ARTICLE IX) INDEMNIFICATION.** The CONTRACTOR shall indemnify and save harmless the OWNER and all its officers, agents, employees, and Engineer from all suits or actions at law or equity of any kind whatsoever arising out of, connected with or caused by any operation or matter related to the Project, including, among other things, injury to property and injury to and death of any persons, including employees of the CONTRACTOR or any Subcontractor, and shall, if required by the Owner, produce evidence of settlement of any such suit or action before final payment shall be made by the OWNER. The provision of this indemnification agreement shall include all accidents, injuries, and claims made, whether or not caused in whole or in part, by any act, omission, or negligence of the OWNER, its officers, agents, or employees, or by any act, omission, or negligence of the CONTRACTOR or any Subcontractor, its officers, agents, or employees. The CONTRACTOR shall at his own cost and expense defend any such claim, action, or proceeding, groundless or not, which may be commenced against the OWNER by reason thereof or in connection therewith, and The CONTRACTOR shall pay any and all judgments which may be recovered in any such action, claim, proceeding, or suit, and defray any and all expense including court costs and attorney fees, which may be incurred in or by reason of such action, claim, proceeding, or suit.

**ARTICLE X) GENERAL WARRANTIES.** The CONTRACTOR represents to the OWNER that:

- A) The CONTRACTOR is solvent financially and is experienced in and is competent to perform the work;
- B) The CONTRACTOR is familiar with all Federal, State, Municipal, or other regulatory laws, ordinances, and/or regulations, which, in any manner whatsoever, may affect the work to be performed;
- C) Temporary and permanent construction which shall be necessary in performance of the work to be performed can be constructed satisfactorily and can be used for the purposes for which it is intended and that such construction will not injure any person or damage any property;
- D) The CONTRACTOR has examined carefully the Contract Documents, has examined carefully the site upon which the work is to be performed, and has become familiar, by his own investigation, with the various conditions which may affect the performance of work; and
- E) The CONTRACTOR will insert in any Subcontract under this Contract the requirements contained in this section. The terms "CONTRACTOR", as used in such clauses and any Subcontract shall mean the Subcontractor.

**ARTICLE XI) CONTRACT DOCUMENTS.** The Contract Documents which comprise the Contract between the OWNER and the CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- A) This Agreement;
- B) Exhibits to this Agreement;
- C) Contractor's Certification, Public Construction Bond, and Insurance Certificates;
- D) Notice of Award;
- E) Contractor's Bid Proposal; Non Collusion Affidavits, Certificate of Non-segregated Facilities, and Bid Bond;
- F) The following documents are incorporated by reference:
  - 1) Any modification, including all Modifications and Change Orders duly delivered after execution of this Agreement.
  - 2) Project manual bearing the general title:  
**Fire Station Driveway Rehabilitation**
  - 3) General Conditions;
  - 4) Supplementary Conditions to the General Conditions;
  - 5) Drawings.
  - 6) Application for Payment.
  - 7) Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.

There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be altered, amended, or repealed by Modification(s) (as defined in the General Conditions).

**ARTICLE XII) MISCELLANEOUS.**

- A) Terms used in this Agreement which are defined in the General Conditions shall have the meaning indicated in the General Conditions.
- B) The OWNER and the CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- C) The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title I of the Americans with Disabilities Act of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliations, beliefs, or disability be subject to discrimination under any program or activity which the CONTRACTOR has agreed to undertake by and through the covenants and provisions set forth in this Agreement.
- D) The CONTRACTOR shall keep and maintain financial, invoice, and employment records pertaining to the contractual obligation between the Parties for pre-audit and post-audit purposes for a period of three years following the completion of all project work, or until all claims and audit findings involving these records have been received, whichever is later. The OWNER shall have access to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to this agreement, for the purpose of making audit, examination, excerpts, and transcription.
- E) The CONTRACTOR and all subcontractors shall comply with the Copeland "Anti-Kickback" Act 18 USC 874 as per the requirements noted in Special Provisions Section 1600, Paragraph 1.16.

ATTEST:  
 \_\_\_\_\_  
 \_\_\_\_\_

CITY OF LAKE WALES, FLORIDA  
 (OWNER)  
 By \_\_\_\_\_  
 Title CITY MANAGER

(CITY SEAL)  
 ATTEST:  
 \_\_\_\_\_  
 \_\_\_\_\_

(CONTRACTOR)  
 By \_\_\_\_\_  
 Title \_\_\_\_\_

(CORPORATE SEAL)

**CONTRACTOR'S CERTIFICATION**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named a Contractor herein; that \_\_\_\_\_ who signed this Agreement on behalf of the Contractor was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
CORPORATE SECRETARY

(SEAL)

\_\_\_\_\_  
(TYPE CORPORATE NAME)

**PUBLIC CONSTRUCTION BOND**

Following the Form of Agreement, insert the approved form of the statutory Surety Bond to insure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the Surety Company(ies) on the Bond(s), each Bond should be countersigned by the Surety Company's Attorney-in-Fact, authorized to act within the state in which the Project is situated and a current Power of Attorney attached.

**PUBLIC CONSTRUCTION BOND**

BY THIS BOND, we \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation as Surety, are bound to the **CITY OF LAKE WALES, FLORIDA**, herein called Owner, in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL:

1. Performs the Contract dated \_\_\_\_\_, 20\_\_\_\_ between Principal and Owner for construction of **Fire Station Driveway Rehabilitation**, the Contract being made as part of this bond by reference, at the times, and in the manner prescribed in the Contract and;
2. Promptly makes all payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract and;
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract and;
4. Performs the guaranty of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond. Reference is hereby made to Section 255.05 Florida Statutes, and to the notice and time limitation provisions thereof.

DATED ON \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety

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

Attorney-in-Fact

\_\_\_\_\_  
Address

(SEAL)

Note: insert current and executed "Power of Attorney" following this page.

**CERTIFICATION OF INSURANCE  
FOR  
PUBLIC LIABILITY AND PROPERTY DAMAGE**

This is to certify that in connection with the Contract between **THE CITY OF LAKE WALES, FLORIDA**, (Owner) and \_\_\_\_\_ (Contractor), dated \_\_\_\_\_, 20\_\_\_\_, providing for the construction of the work described as the **Fire Station Driveway Rehabilitation**, the insurance company doing business in the State of Florida as \_\_\_\_\_ has issued to \_\_\_\_\_ (Contractor) of the City of \_\_\_\_\_, State of \_\_\_\_\_, the following policy (policies) no. \_\_\_\_\_ effective on \_\_\_\_\_, 20\_\_\_\_, and expiring on \_\_\_\_\_, 20\_\_\_\_, with the following limits in coverage: \_\_\_\_\_. If, at any time, this coverage is to be canceled, the undersigned will notify **THE CITY OF LAKE WALES, FLORIDA**, (Owner), by written notice no less than thirty (30) days prior to such cancellation.

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, and a separate certificate of similar context executed on Insurance Company's Standard Form shall be attached hereto.)

**CERTIFICATION OF INSURANCE  
FOR  
WORKERS' COMPENSATION & EMPLOYER'S LIABILITY**

This is to certify that in connection with the Contract between **THE CITY OF LAKE WALES, FLORIDA**, (Owner) and \_\_\_\_\_ (Contractor), dated \_\_\_\_\_, 20\_\_\_\_, providing for the construction of the work described as the **Fire Station Driveway Rehabilitation**, the insurance company doing business in the State of Florida as \_\_\_\_\_ has issued to \_\_\_\_\_ (Contractor) of the City of \_\_\_\_\_, State of \_\_\_\_\_, Workers' Compensation policy no. \_\_\_\_\_ effective on \_\_\_\_\_, 20\_\_\_\_, and expiring on \_\_\_\_\_, 20\_\_\_\_, with the following limits in coverage: \_\_\_\_\_. and Employer's Liability policy no. \_\_\_\_\_ effective on \_\_\_\_\_, 20\_\_\_\_, and expiring on \_\_\_\_\_, 20\_\_\_\_, with the following limits in coverage: \_\_\_\_\_. If, at any time, this coverage is to be canceled, the undersigned will notify **THE CITY OF LAKE WALES, FLORIDA**, (Owner), by written notice no less than thirty (30) days prior to such cancellation.

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, and a separate certificate of similar context executed on Insurance Company's Standard Form shall be attached hereto.)

**AFFIDAVIT REGARDING WORKERS' COMPENSATION**

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

ss

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

\_\_\_\_\_, being duly sworn, according to law, deposes and says that (it/he/she) has accepted the provisions of the Workers' Compensation Laws of the State of Florida, with its supplements and amendments and (has/have) insured (its/his/her) liability thereunder in accordance with the provisions of \_\_\_\_\_ Company, under the terms of Policy No. \_\_\_\_\_ for a period from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_\_.

Witness:

Contractor

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida at Large

My Commission Expires:

\_\_\_\_\_



**CHANGE ORDERS**

No. (A)	Date (B)	Description (c)	Amount (D)	Amount Completed To Date (E)	Deductions (F)
		TOTAL			

**ANALYSIS OF WORK PERFORMED**

- 1) Value of original contract work performed to date (col, 7 sum) .....
- 2) Extra work performed to date (col. E above minus Col. F) .....
- 3) Add: Materials suitably stored but not incorporated into work  
at close of this period (attached detail schedule) .....
- 4) Total value of work performed to date .....
- 5) Less: Amount retained \_\_\_\_\_ percent .....
- 6) Net amount earned on contract work to date .....
- 7) Less: Amount of previous payments .....
- 8) BALANCE DUE THIS PAYMENT .....

**CERTIFICATION BY CONTRACTOR**

The undersigned Contractor hereby swears under penalty of perjury that: (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, being Application for Payment numbered 1 through \_\_\_\_\_ inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application of Payment are free and clear of all liens, claims, security interests and encumbrances; and that all items and amounts shown on this monthly estimate are correct; that all work has been performed and/or materials supplied in accordance with the terms of the Contract between **THE CITY OF LAKE WALES, FLORIDA** (Owner) and:

\_\_\_\_\_ (Contractor), dated \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_, 20\_\_\_\_ Typed Name and Title: \_\_\_\_\_

Before me on This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ personally appeared \_\_\_\_\_ known to me, who being duly sworn, did depose and say that he/she is the \_\_\_\_\_ of the Contractor above mentioned; that he/she executed the foregoing Application of Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct, and complete.

My Commission Expires:

By: \_\_\_\_\_  
Notary Public - State of Florida at large

**INSPECTOR'S STATEMENT**

To the best of my knowledge and belief, this Application of Payment is valid and the work described herein has been performed in general accordance with the Drawings and Specifications.

By: \_\_\_\_\_ (Project Inspector)

\_\_\_\_\_, 20\_\_\_\_

**APPROVAL BY OWNER**

By: \_\_\_\_\_  
\_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
\_\_\_\_\_  
(Date)

**AFFIDAVIT OF CONTRACTOR IN CONNECTION WITH FINAL PAYMENT**

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

ss

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

Before me, the undersigned authority, on this date personally appeared \_\_\_\_\_, to me well known to be the individual described in and who executed this affidavit, who being by me first duly sworn deposes and says:

That he/she is \_\_\_\_\_ of \_\_\_\_\_, (Title) (Company) a corporation organized and existing under the laws of the State of \_\_\_\_\_; and that all bills for labor, services, and materials furnished by him/her, and his/her subcontractors under and pursuant to the provisions of the Agreement or Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the **CITY OF LAKE WALES** (Owner) and the said \_\_\_\_\_ (Contractor) designated as the \_\_\_\_\_ have been paid, and that there are no suits pending in connection with the work done and the materials furnished under said Agreement or Contract; that the **CITY OF LAKE WALES** is hereby released from any claims which might arise out of said Contract; that this affidavit is made and submitted to the **CITY OF LAKE WALES** in connection with the request of \_\_\_\_\_ (Contractor) for the final payment under said Agreement or Contract.

And further Deponent sayeth not.

BY: \_\_\_\_\_ (Witness) \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_ BY: \_\_\_\_\_ Notary Public - State of Florida at Large

BY \_\_\_\_\_

## SECTION 00800 SUPPLEMENTARY CONDITIONS TO GENERAL CONDITIONS

### A. Introduction

These Supplementary Conditions amend or supplement the General Conditions (GC) of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

### B. Tests and Inspections

Notice is hereby given that the OWNER will retain and pay for an independent materials testing laboratory to accomplish certain tests. The only tests to be provided by the OWNER shall be the initial tests for density and thickness of backfill, stabilized subgrade, base course and asphaltic concrete surfaces; bearing value of stabilized subgrade; and Portland cement concrete cylinder tests. Subsequent tests required after the initial tests to verify compliance with the Contract Documents in areas failing the first test shall be paid for by the CONTRACTOR by backcharge to subsequent applications for payment. All other tests required in the Contract Document shall be provided by the CONTRACTOR.

### C. Proof of Payment of Accounts

1. The CONTRACTOR shall provide adequate evidence of settlement of accounts for incorporated materials and subcontracts in excess of five thousand dollars (\$5,000.00).
2. The CONTRACTOR shall provide adequate evidence of settlement of accounts for all stored materials.

END OF SECTION

## SECTION 01010 SUMMARY OF WORK

### PART 1 - GENERAL

#### A. Work Under This Contract

Work under this contract consists of two project areas, the Southside Water Main Extension and the Candlelight Park Water Main Extension.

The Fire Station Driveway Rehabilitation consists of removal of existing asphalt and concrete slabs as indicated in the plans, compacted subgrade, gravel fill, new asphalt and concrete slabs, new 8-inch underdrain with cleanouts, compaction, testing, disposal of excess materials, and sod.

The Work shall include, but not be limited to:

1. Furnishing all supervision, materials, labor, fuel, tools, customer notifications, and equipment, and performing all operations and other means of construction necessary and proper to install, test and place into service the new driveway, concrete slabs and underdrain, as shown on the Drawings and specified in these Specifications.
2. Perform and complete the Work in the manner best suited to promote rapid construction consistent with safety of life and property.
3. Clean up the Work and maintain it and the area affected by construction activities during construction, until final acceptance by the Owner, and do all Work and pay all costs incidental thereto. Restore or repair all property and structures, including other utilities, damaged or disturbed during the performance of the Work to their pre-construction condition or better.
4. Perform all Work in the manner necessary to hold customer inconvenience to a minimum. Generally, the following practices shall apply:
  - a. Eliminate noise to as great an extent as practical at all times. Special care shall be used to reduce noise in the vicinity of hospitals and schools. Normal work hours shall be between 7:00 am and 7:00 pm weekdays.

Normal working hours are an 8-hour period during the above times. Approval for the performance of work beyond the 8-hour period or at nights or weekends must be submitted to the Owner in writing 48 to 72 hours in advance. All requests must be approved by the Owner prior to the performance of work during other than normal working hours.

- b. Keep the Work site and the adjacent premises as free from material, debris, and rubbish as is practical and shall immediately remove the same from any portion of the site if and when, in the opinion of the Owner, such material, debris, or rubbish constitutes a nuisance or is objectionable. The Work site shall be left clean at the end of each workday.

#### B. Special Procedures

1. The Contractor shall verify the location of existing buried piping, utilities and structures in the construction area prior to beginning construction in that area. The horizontal and vertical location of utilities shown on the plans is approximate. Horizontal location is accurate only as to whether the utility is located near the left, center or right hand side of the right-of-way. The Contractor shall verify the vertical location of potentially affected underground utilities and structures in the construction zone prior to commencing construction.

2. Contractor shall coordinate driveway or access way closures with all private individuals and public entities. This shall include providing a minimum of 36 hours prior notice to those affected. Partial closure of access to emergency services shall also be conducted such that coordination, notice and prior agreement are mutually acceptable to the Contractor and the designated representative of the affected emergency service. Closures shall be scheduled and accomplished such that access impacts are minimized.
3. Pipelines shall be constructed substantially as indicated on the plans, but the Owner reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons. Owner expects Contractor to request such changes if, in Contractor's opinion, a change in location would simplify the work.
4. The Contractor will coordinate with the Fire Department for the closure of bays to keep the Fire Station in service.
5. The Contractor shall completely restore and landscape all areas disturbed by construction activities, regardless of the stage of construction, within 7 days of being disturbed.
6. The Contractor is to restrict access of equipment and personnel into adjacent water bodies or drainage ditches. These areas are not to be disturbed by the Contractor's activities.

C. Permits

The Owner shall obtain required FDOT permit(s) for the Work. The Contractor shall be responsible for obtaining dewatering permits from Southwest Florida Water Management District, as may be necessary.

D. Mutilation

All mutilation of pipelines, fencing, fixtures, etc., shall be properly repaired by the Contractor at no expense to the Owner.

E. Subcontractors

The Contractor shall not employ any subcontractors against whom the Owner may have reasonable objection. The name, address and experience of proposed subcontractors shall be provided by the Contractor to the Owner for the Owner's review prior to any Work being performed by the Subcontractor.

F. Geotechnical

A copy of the soil borings for this project is included in Appendix A. This information is not part of the Contract Documents and is provided for informational purposes only.

G. Disturbed Areas

Restore all areas disturbed by construction to a condition at least equal to the preconstruction condition including, but not limited to, all structures, landscaping, driveways, roads, fences, sprinkler systems, traffic control devices, and other improvements. Maintain ingress and egress to all properties adjacent to the construction.

H. Other Construction Work

Work by other entities may occur during the performance of this contract. The Contractor shall coordinate efforts to accomplish minimum conflict between Contractor and others.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

## SECTION 01025 MEASUREMENT AND PAYMENT

### A. Payment

1. Work under this contract will be paid for on both a unit price and lump sum basis, as outlined in the Bid Proposal under "Bid Proposal Detail" for the quantity of work installed. The amount of payment will be as defined in the Standard form of Agreement Between Owner and Contractor, as defined in the General Conditions Article 14.
2. The quotations for the work are intended to establish a total price cost for completing the work in its entirety.
3. Additions, deletions, modifications or changes to the work as defined by this contract will be performed by change order according to the General Conditions and will be paid for on the basis of the Cost of the Work.

### B. General

1. All work under this contract shall be included in the pay items listed on the Bid Form. Any items for which a specific pay item is not included shall be included in the price of the item to which it pertains or is associated.
2. Any items not shown or omitted that are required for a complete installation shall be furnished and installed by the Contractor at no additional cost to the Owner.
3. The prices shall include all labor, materials, tools, equipment required to complete the work.
4. No additional payment will be made for well pointing or other methods of dewatering excavations.
5. Thrust blocks are not separate pay items.
6. Payment for repair and replacement of existing utilities will be included in the unit price or lump sum bid amount for the related new construction bid item.
7. Payment for lump sum items shall be on a percentage of completion of the particular item basis.

### C. Partial Pay Request

1. The installation of pipe and fittings includes backfilling, compacting, hydrostatic testing, fine grading, property restoration, clean up, and placing the facilities in operation. When measurements of the amount of work constructed each month are made, for the purpose of partial payment, the following will be considered:
  - a. In addition to the retainage as set out in Article 14.2 of the General Conditions, 10% of the amount of footage of pipe shall be withheld if the trench has not been backfilled, compacted, and one pipe tested.
  - b. In addition to the above, 10% of the amount of footage of pipe shall be withheld if the area has not been fine graded, properly restored to its previous condition, cleaned up, and ready to be placed in operation.

### D. Description of Pay Items

Described below is a brief summary of the work to be accomplished for the pay items in the Bid Proposal and the way to measure for payment purposes. Each pay item will include clean-up, testing, and placing in operation. The summary is not intended to describe all items in detail, but to clarify the items on which the price is to be based. The summary does not relieve the Contractor of his responsibility to supply all items complete. These items are to be bid based on the itemized list of estimated quantities in the "Bid Proposal".

Phase I& II – Base Bid (See Bid Proposal)

1. Fire Station Driveway Rehabilitation (Bid Item No. 1)
  - a. The Contractor shall provide labor, equipment and materials to remove existing asphalt pavement, concrete slabs, excavate and remove base and soil, install and compact base and gravel, new asphalt pavement, concrete slab, underdrain system, sod, testing and all other items required for a complete installation.
  - b. Payment for this lump sum item will be based on percent complete as determined by Owner.

END OF SECTION

## SECTION 01040 CONSTRUCTION COORDINATION

### A. Coordination

1. Other phases of construction may begin before this contract is completed which will interface with this work. Additionally, other projects may be constructed adjacent to the Work during the life of this contract. Coordinate your activities with the other contractors to allow orderly and timely completion of all the work.
2. When access through interfacing and/or overlapping construction areas must be disrupted, provide alternate acceptable access for other contractors.

Coordinate your activities in the interface or common areas with these other contractors. Submit to the Engineer a description and schedule as to how the common areas will be utilized, recognizing the required coordination with other contractors.

### B. Utilities

Coordinate the activities of all utility companies with equipment in the construction area with the Contractor's and subcontractors' work.

### C. Cutting and Patching

No cutting and patching of new work will be accepted. All work must be new and continuous in its final form.

### D. Scheduling

1. The Contractor shall take the following items into account when creating the construction schedule required by Section 01327.
  - a. The existing facilities will be kept in service during the construction of the pipelines. The Contractor shall minimize disruptions to the operation of the existing facilities and shall coordinate any disruptions with the Owner at least 14 days in advance by submitting a written schedule and plan for review by the Owner. Submittal shall include equipment and manpower planning.
  - b. Piping Connections: A written schedule and plan for each pipe connection shall be submitted for review by the Owner at least 14 days in advance.

END OF SECTION

## SECTION 01065 PERMITS AND FEES

### A. General

1. Obtain and pay for all permits and licenses as provided for in the General Conditions, except as otherwise provided herein.
2. Schedule all inspections and obtain all written approvals of the agencies required by the permits and licenses.
3. Comply with all conditions specified in each of the permits and licenses.
4. A copy of the permits obtained by the Owner will be furnished to the Contractor.

### B. Permits by Owner

The Owner will apply and pay for the following permit(s):

None.

### C. Dewatering Activities

1. If dewatering is required, the Contractor shall coordinate with the Southwest Florida Water Management District regarding the applicable rules and regulations. If a dewatering permit is required, the Contractor shall prepare an application to the District and pay any fee.

END OF SECTION

## SECTION 01300 SUBMITTALS

### A. General

1. This section includes the submissions of shop drawings, samples, and record drawings. There are other requirements in the Contract Documents for submittals that are not addressed herein.
2. Identify submittals with the name of the project, date, and accompany each lot submitted with a letter of transmittal referring to the name of the project, the specification page number, and/or drawing number, and tag number for identification for each item. Submittals for each type of work shall be numbered consecutively, and the numbering system shall be retained throughout all revisions.
3. In all submittals and schedules, allow 10 days for the Owner's review of each shop drawing submittal or resubmittal.

### B. Shop Drawings

1. Prepare shop drawings as specified herein and send to the office of the Owner carriage prepaid. Submit shop drawings and product data for all materials and equipment to be incorporated into the Work.
  - a. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to OWNER for review in accordance with the accepted schedule of Shop Drawing submissions, or for other appropriate action if so indicated in the Supplementary Conditions, ten (10) copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as OWNER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable OWNER to review the information as required.
  - b. CONTRACTOR shall also submit to OWNER for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
  - c. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
  - d. At the time of each submission, CONTRACTOR shall give OWNER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to OWNER for review of each such variation.

- e. OWNER will review with reasonable promptness Shop Drawings and samples, but OWNER's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by OWNER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by OWNER on previous submittals.
  - f. OWNER's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called OWNER's attention to each such variation at the time of submission as required herein and OWNER has given written review each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review; nor will any review by OWNER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions specified herein.
  - g. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to OWNER's review of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.
- 2. The term "Shop Drawing" as used herein includes fabrication, erection and installation, layout, and setting drawings, manufacturer's drawings, descriptive literature, catalogs and brochures, performance and test data, mix design, wiring and control diagrams, all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment or systems, and the positions thereof conform to the Contract requirements. As used herein, the term "manufactured" applies to standard units usually mass-produced; and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements.
  - 3. Shop drawings shall establish the actual detail of all manufactured or fabricated items, indicate proper relation of adjoining work, amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions. Shop drawings shall be drawn to scale and shall be completely dimensioned.
  - 4. If shop drawings cover more than one piece of equipment or components, the shop drawing shall show the entire assembly and the relationship and connections between all components.
  - 5. Coordinate the shop drawings from different manufacturer's and supplies so that all equipment and material will fit and work together.
  - 6. The contract drawings are diagrammatic and are intended to indicate general arrangement of equipment, ducts, conduits, piping, and fixtures. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposes to supply both as pertains to his own work and any work affected under other parts, headings, or divisions of drawings and specifications. Changes shall be reviewed in advance by the Owner.

7. Shop drawings, including manufacturer's literature, catalog cuts, or other printed material shall be entitled with the name of the project on each sheet and shall otherwise be identified by listing the particular Division, Section, Article, or reference of the work pertaining thereto. Differing items shall not be submitted on the same sheet.

C. Samples

Submit physical examples to illustrate materials, equipment, or workmanship and to establish standards by which work is to be evaluated.

D. Record Documents

1. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, reviewed Shop Drawings, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all reviewed samples and a counterpart of all reviewed Shop Drawings will be available to OWNER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to OWNER for OWNER. Upon delivery of such documents to OWNER, the CONTRACTOR shall provide a written certification, signed and dated, that all documents accurately and completely reflect all deviations from or changes in the original Contract Documents made during construction of the project.
2. As the work progresses, mark on a set of contract documents all changes from the Contract Documents using standard symbols listed in the legend.
3. Mark on the Contract Drawings all changes in direction and location of structure, piping, equipment, electrical, and mechanical work.
4. Maintain the record drawings in as great detail as shown in the contract drawings (i.e., related fittings where called out, show dimensions as frequently shown on drawings, etc.).
5. A "record" survey book shall be kept and shall include the following:
  - a. The location and elevation of all existing underground facilities, utilities, structures, etc. encountered.
  - b. The finished location and elevation of all underground facilities, utilities and structures installed, including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, curbs, driveways, pavement and any and all underground structures.

All record notes shall be kept in book(s) designated "record" and no other survey notes will be kept in such books. CONTRACTOR will be required to review with OWNER or their Representative the status of the as-built plans and the record survey notes in connection with the evaluation of each Application for Payment. Failure to maintain record documents current shall be just cause to withhold payments for Work performed. CONTRACTOR will transfer all his as-built information to these as-built plans and deliver the resultant as-built set of plans, together with the record survey book, to OWNER. Each complete set of "As-Built" drawings must include on its face a certified statement by the CONTRACTOR's Professional Land Surveyor that the set of "As-Built" drawings accurately depicts the actual Work as constructed.

6. For electrical work, as a minimum, show the following:
  - a. Location of stub outs, dimensioned from permanent building lines.
  - b. Location and depth of under-slab and in-slab raceways.

- c. The routing of all raceways even though they may not have been shown in the drawings.
  - d. Corrected panelboard and equipment schedules.
  - e. Corrected circuit numbers as they appear on panelboard directories.
  - f. Corrected motor horsepower or full load amperages.
- 7. Mark on the Specifications the manufacturer, trade name, catalog, and supplier of each product actually installed, and mark changes made by change order or field order.
  - 8. At the completion of the Work, deliver the record documents to the Owner, in good condition and free from any extraneous notations.

END OF SECTION

## SECTION 01327 SCHEDULES

### A. Progress Schedule

1. Contractor shall submit a detailed bar chart schedule of the proposed construction operations before Work is started. The progress schedule shall indicate the sequence of the Work, the time of starting and completing each part, the time for making connections to existing piping and facilities, the time for piping and facility shut down and the time for road, ditch and creek crossings. The schedule will contain at least a line item for each item in the Bid Form or in Section 01370, Schedule of Values, whichever is more detailed.
2. Revise the schedule monthly to reflect changes in the progress of the Work.
3. A progress report shall be furnished to the Owner with each application for a progress payment. If the work falls behind schedule, Contractor shall take steps to get the project back on schedule and complete the Work within the contract time.
4. Each progress report shall include sufficient narrative to describe current and anticipated delaying factors, their effect on the construction schedule, and proposed corrective actions. Any Work reported complete, but which is not readily apparent to Owner, must be substantiated with satisfactory evidence.
5. Each progress report shall also include three prints of the accepted graphic schedule marked to indicate actual progress.

### B. Shop Drawing Schedule

The preliminary schedule of shop drawing, product data, samples, and submittals shall be a table listing the specific shop drawing, product data, sample and submittal with a corresponding date or range of dates less than one week long on which, or during which, the specific item will be submitted to the Owner.

### C. Additional Schedules

1. Submit additional schedules showing when the O&M manuals and record drawings will be delivered.
2. Submit a schedule for the pre-operational testing and start up of the facilities.
3. Submit a schedule showing coordination with the other contracts.

END OF SECTION

## SECTION 01380 CONSTRUCTION PHOTOGRAPHS

### PART 1 - GENERAL

#### A. Submittals

1. Submit qualifications and experience record of photographer.
2. Submit examples of photographer's work, similar to that required.

#### B. Negatives

1. Remain property of photographer.
2. Maintain negatives for period of two years from Date of Substantial Completion of entire project.
3. Furnish additional prints during that time, to Owner and Owner, at commercial rates applicable at time of purchase.

### PART 2 - PRODUCTS

#### A. Prints

1. Full color.
2. Finish: Matte finish.
3. Minimum Size: 5 in x 7 in.
4. Paper Weight: Single.
5. Mounting: In plastic sheets in loose leaf, three ring binders.

#### B. Identification

1. Identify each print on back.
  - a. Name of project.
  - b. Description of view.
  - c. Time and date of exposure.
  - d. Key plan, with location of camera and arrow to indicate the direction of view.
  - e. Name and address of photographer.
  - f. Photographer's numbered identification of exposure.

### PART 3 - EXECUTION

#### A. Technique

1. Factual presentation.
2. Correct exposure and focus.
  - a. High resolution and sharpness
  - b. Maximum depth-of-field
  - c. Minimum distortion

B. Views Required

1. Consult with Owner for instructions concerning views required at each specified visit to site.
2. Photograph from locations to adequately illustrate state of project, or condition of construction.
3. Take photographs from as close to the same position each time as practical.
4. Provide photographs prior to, at critical stages of, and at the end of construction.

C. Delivery of Prints

1. Deliver three (3) mounted sets of prints to Owner.
2. If the submitted photographs do not meet the requirements of this section, submit another series within one week.

END OF SECTION

SECTION 01420 GENERAL ABBREVIATIONS

A. General

Interpret abbreviations used on the drawings and in the specifications as tabulated below. If an abbreviation on a drawing is not explained below, it shall be as explained in ANSI Y1.1. The interpretation of abbreviations shall consider the context or discipline in which they are used, for example:

1. FF usually means "finish floor" when referring to a floor slab.
2. FF usually means "flat face" when referring to a pipe flange.

B. List of General Abbreviations

Abbreviation	Term
<b>A</b>	
A	Ampere/Area
AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturer's Association
AAS	Airport Advisory Service
AASHTO	American Association of State Highway and Transportation Officials
AB	Anchor Bolt/Aggregate Base
ABAN	Abandoned
ABC	Asphalt Base Course
ABT	About
AC	Acre/Asphaltic Concrete/Alternating Current/Air Conditioning
ACCU	Air Cooled Condensing Unit
ACGIH	American Conference of Governmental Industrial Hygienists
ACI	American Concrete Institute
ACP	Asbestos-Cement Pipe
ACU	Air Conditioning Unit
AD	Access Door

Abbreviation	Term
ADDL	Additional
AE	Architect-Engineer
AF	Air Filter/Ampere Frame
AFB	Air Force Base
AFBMA	Anti-Friction Bearing Manufacturer's Association
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AHD	Ahead
AHU	Air Handling Unit
AI	The Asphalt Institute

<b>Abbreviation</b>	<b>Term</b>
AIA	American Institute of Architects
AICS	Amperes Interrupting Capacity, Symmetrical
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AL	Aluminum
ALIGN	Alignment
ALM	Alarm
ALTN	Alternate
AMB	Ambient
AMCA	Air Movement and Control Association
AMP	Ampere
ANCH	Anchor
ANG	Angle
ANSI	American National Standards Institute
API	American Petroleum Institute
APPROX	Approximate
APWA	American Public Works Association
ARCH	Architecture/Architectural
AREA	American Railway Engineering Association
ARI	Air Conditioning and Refrigeration Institute
ARV	Air-Release Valve
ARVV	Air-Release/Vacuum Valve
ASCE	American Society of Civil Engineers

<b>Abbreviation</b>	<b>Term</b>
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASPH	Asphalt
ASSY	Assembly
ASTM	American Society of Testing and Materials
ATS	Automatic Transfer Switch
AVE	Avenue
AVG	Average
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWWA	American Water Works Association
<b>B</b>	
BB	Back-to-Back
BC	Beginning of Curve/Back of Curve/Bolt Circle
BCR	Begin Curb Return
BEG	Begin
BETW	Between
BF	Blind Flange
BHP	Brake Horsepower
BK	Back/Brake
BKR	Breaker
BL	Base Line
BLDG	Building
BLK	Block
BM	Bench Mark/Beam
BO	Blowoff
BOCA	Building Officials Code Administration International, Inc.
BOD	Biochemical Oxygen Demand
BOT	Bottom
BP	Baseplate

<b>Abbreviation</b>	<b>Term</b>
BR	Bronze/Branch
BRG	Bearing
BTN	Button
BTU	British Thermal Unit
BUR CBL	Buried Cable
BV	Butterfly Valve
BVC	Begin Vertical Curve
BW	Block Wall
<b>C</b>	
C	Conduit/Celsius
CAB	Crushed Aggregate Base
CANTIL	Cantilevered
CAP	Capacity
CATV	Cable Television
CB	Catch Basin/Circuit Breaker
CC	Cooling Coil
C-C	Center-to-Center
CCB	Concrete Block
CCP	Concrete Cylinder Pipe
CCS	Central Control Station
CD	Cross Drain/Condensate Drain/Ceiling Diffuser
CEM	Cement
CF	Cubic Feet/Curb Face
CFH	Cubic Feet Per Hour
CFM	Cubic Feet Per Minute
CFS	Cubic Feet Per Second
CG	Ceiling Grill
C & G	Curb and Gutter
CH	Chiller
CHG	Change
CHKD PL	Checkered Plate
CI	Cast Iron
CIP	Cast in Place/Cast-Iron Pipe
CISP	Cast Iron Soil Pipe

<b>Abbreviation</b>	<b>Term</b>
CISPI	Cast-Iron Soil Pipe Institute
CJ	Construction Joint
CL	Centerline/Class/Clearance
CLR	Clear
CMAA	Crane Manufacturer's Association of America
CMC	Cement-Mortar Coated or Coating
CML	Cement-Mortar Lined or Lining
CMLCSP	Cement-Mortar Lined and Coated Steel Pipe
CMP	Corrugated Metal Pipe
COMPA	Corrugated Metal Pipe Arch
CMU	Concrete Masonry Unit
CO	Cleanout/Conduit Only
COL	Column
COMM	Communication
COMP	Composite
COMPL	Complete
CONC	Concrete
CONN	Connection
CONST	Construct or Construction
CONT	Continuous
CONTR	Contractor
COORD	Coordinate/Coordinated
COP	Copper
COR	Corner
CPLG	Coupling
CPU	Central Processing Unit
CRES	Corrosion Resistant Steel
CRSI	Concrete Reinforcing Steel Institute
CS	Carbon Steel/Commercial Standard
CSP	Corrugated Steel Pipe
CT	Center Top/Current Transformer
CTG	Coating
CTR	Center
CTV	Cable Television

<b>Abbreviation</b>	<b>Term</b>
CULV	Culvert
CU YD, CY	Cubic Yard
CYL	Cylinder
<b>D</b>	
D	Degree of Curvature
DB	Direct Buried/Decibel
DBL	Double
DC	Direct Current
DEPT	Department
DET	Detail/Detour
DG	Decomposed Granite
DI	Drop Inlet/Ductile Iron
DIA	Diameter
DIAG	Diagonal
DIM	Dimension
DIMJ	Ductile-Iron Mechanical Joint
DIP	Ductile-Iron Pipe
DIPRA	Ductile-Iron Pipe Research Association
DISCH	Discharge
DIST	Distance
DIV	Divide/Division
DO	Dissolved Oxygen
DMH	Drop Manhole
DN	Down
DP	Differential Pressure
DPI	Differential Pressure Indicator
DPNL	Distribution Panel
DR	Drain/Door
DSL	Diesel
DWG	Drawing
DWY	Driveway
<b>E</b>	
E	East
EA	Each

<b>Abbreviation</b>	<b>Term</b>
EC	End of Curve
ECC	Eccentric
ECR	End of Curb Return
ED	External Distance
EDUC	Eductor
EE	Each End
EF	Each Face/Exhaust Fan
EFF	Efficiency
EFL	Effluent
EG	Exhaust Grill
EGL	Energy Grade Line
EL	Elevation/Each Layer
E/L	Easement Line
ELEC	Electric
ELEV	Elevation
ELP	Elliptical
EMB	Embankment
ENC	Encasement
ENCL	Enclosure
ENG	Engine
ENGR	Engineer
EOP	Edge of Pavement
EOS	Equivalent Opening Size
EOTW	Edge of Traveled Way
EP	Explosion Proof/Edge of Pavement
EPA	Environmental Protection Agency (Federal)
EQ	Equation
EQL	Equal
ESMT	Easement
EST	Estimate or Estimated
ETC	And so Forth
ETM	Elapsed Time Meter
EVAP	Evaporator
EVC	End Vertical Curve

<b>Abbreviation</b>	<b>Term</b>
EW	Each Way
EWC	Electric Water Cooler
EXC	Excavate or Excavation
EXP	Expansion
EXST	Existing
EXT	Exterior/Extension
<b>F</b>	
F	Fahrenheit/Floor
FAB	Fabricate
FBRBD	Fiberboard
FC	Foot-Candle
FCC	Filter Control Console
FCO	Floor Cleanout
FCV	Flow Control Valve
FD	Floor Drain
FDEP	Florida Department of Environmental Protection
FDN	Foundation
FDOT	Florida Department of Transportation
FE	Flanged End
FF	Finished Floor/Flat Face
FG	Finished Grade
FHY	Fire Hydrant
F&I	Furnish and Install
FIG	Figure
FIN	Final
FIT	Fitting
FL	Floor/Flow Line
FLEX	Flexible/Flexure
FLG	Flange
FLT	Float
FLUOR	Fluorescent
FM	Force Main/Factory Mutual
FMH	Flexible Metal Hose
FNSH	Finish

<b>Abbreviation</b>	<b>Term</b>
FOC	Face of Concrete
FOS	Face of Stud
FPC	Flexible Pipe Coupling
FPM	Feet Per Minute
FPS	Feet Per Second
FPT	Female Pipe Thread
FS	Finished Surface/Floor Sink/Federal Specifications
FSTNR	Fastener
FT	Feet or Foot
FTG	Footing
FUT	Future
FWY	Freeway
<b>G</b>	
G	Gas
GA	Gauge
GAL	Gallon
GALV	Galvanized
GAS	Gasoline
GB	Grade Break
GDR	Guard Rail
GE	Grooved End
GEN	Generator
GENL	General
GFI	Ground Fault Interrupter
GM	Gas Main
GMT	Greenwich Mean Time
GND	Ground
GPD	Gallons Per Day
GPM	Gallons Per Minute
GR	Grade
GRTG	Grating
GSKT	Gasket
GUT	Gutter

<b>Abbreviation</b>	<b>Term</b>
GV	Gate Valve
GWB	Gypsum Wallboard
GWBX	Gypsum Wallboard, Fire Rated
GYP	Gypsum
<b>H</b>	
H	Humidistat
HARN	Harness
HB	Hose Bibb
HC	Heating Coil
HD	Heavy Duty
HDPE	High Density Polyethylene
HEPA	High Efficiency Particulate Air
HGL	Hydraulic Grade Line
HGT	Height
HID	High Intensity Discharge
HOA	Hand-Off-Automatic
HOR	Hand-Off-Remote
HORIZ	Horizontal
HP	Horsepower/High Pressure
HPS	High Pressure Sodium
HPT	High Point
HR	Hour/Handrail
HS	High Strength
HTG	Heating
HTR	Heater
HV	Hose Valve
HVAC	Heating, Ventilating, and Air Conditioning
HVY	Heavy
HW	Headwall/Hot Water
HWL	High Water Level
HWY	Highway
HYDR	Hydraulic
HZ	Hertz (cycles per second)

<b>Abbreviation</b>	<b>Term</b>
<b>I</b>	
I	Intersection Angle
ICBO	International Conference of Building Officials
ID	Inside Diameter
IE	Invert Elevation
IEEE	Institute of Electrical and Electronics Engineers
IN	Inches
INCAND	Incandescent
INCL	Include
INL	Inlet
INS	Insulating
INSTL	Install or Installation
INTR	Interior/Intersection
INV	Invert
IP	Iron Pipe
IPS	Iron Pipe Size
IPT	Iron Pipe Thread
IRR	Irrigation
ISA	Instrument Society of America
<b>J</b>	
J	Joist
JB	Junction Box
JCT	Junction
JN	Join
JT	Joint
<b>K</b>	
KG	Kilogram
KM	Kilometer
KIPS	Thousands of Pounds
KV	Kilovolt
KVA	Kilovolt-Ampere
KW	Kilowatt
KWH	Kilowatt-Hour
KWHM	Kilowatt-Hour Meter

<b>Abbreviation</b>	<b>Term</b>
<b>L</b>	
L	Length of Curve/Long/Left
LATL	Lateral
LAV	Lavatory
LB	Pound
LBR	Lumber
LCL	Local
LF	Linear Foot
LG	Long
LI	Level Indicator
LLO	Long Leg Outstanding
LOC	Location/Locate
LOS	Lockout Stop
LP	Light Pole
LPT	Low Point
LR	Long Radius
LS	Lift Station
LT	Left/Light
LTG	Lighting
LWC	Lightweight Concrete
LWIC	Lightweight Insulating Concrete
LWL	Low Water Level
<b>M</b>	
MA	Milliampere
MAG	Magnet/Magnetic
MATL	Material
MAX	Maximum
MB	Machine Bolt/Megabyte/Millibars
MBH	Thousand BTU Per Hour
MECH	Mechanical
MC	Metal Channel
MCC	Motor Control Center
MCM	Thousand Circular Mils
MCP	Motor Circuit Protector

<b>Abbreviation</b>	<b>Term</b>
MD	Motorized Damper
MFR	Manufacturer
MG	Million Gallons/Milligram
MGD	Million Gallons Per Day
MH	Manhole
MHZ	Megahertz
MI	Malleable Iron/Mile
MIL	Military Specifications
MIN	Minimum
MISC	Miscellaneous
MLSS	Mixed Liquor Suspended Solids
MLVSS	Mixed Liquor Volatile Suspended Solids
MJ	Mechanical Joint
MMA	Monorail Manufacturer's Association
MO	Motor Operator/Motor Operated/Masonry Opening
MOD	Modification
MON	Monument
MOT	Motor
MPT	Male Pipe Thread
MSL	Mean Sea Level
MSS	Manufacturer's Standardization Society
MTD	Mounted
<b>N</b>	
N	North/Neutral/Nitrogen
NA	Not Applicable
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
N & C	Nail and Cap
NC	Normally Closed
NE	Northeast
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFC	National Fire Code
NIC	Not in Contract

<b>Abbreviation</b>	<b>Term</b>
NIP	Nipple
NO	Number/Normally Open
NOM	Nominal
NPT	National Pipe Taper
NRS	Nonrising Stem
NTS	Not to Scale
NW	Northwest
NWL	Normal Water Level
<b>O</b>	
OA	Overall/Outside Air
OC	On Center/Overcurrent
OD	Outside Diameter
ODP	Open Dripproof
OE	Or Equal
OF	Outside Face
OPER	Operator
OPNG	Opening
OPP	Opposite
ORIG	Original
OSA	Outside Air
OSHA	Occupational Safety and Health Administration
O TO O	Out to Out
OVFL	Overflow
OVHD	Overhead
<b>P</b>	
P	Pole
PARA	Paragraph
PB	Push Button/Pull Box
PC	Point of Curvature/Programmable Controller
PCA	Portland Cement Association
PCC	Point of Compound Curvature/Portland Cement Concrete
PDI	Plumbing and Drainage Institute
PE	Plain End/Polyethylene/Professional Engineer

<b>Abbreviation</b>	<b>Term</b>
PEN	Penetration
PERF	Perforated
PF	Power Factor
PG	Pressure Gauge
PI	Point of Intersection
PJTN	Projection
PKWY	Parkway
PL	Plate/Property Line
PLATF	Platform
PLF	Pounds Per Lineal Foot
PNL	Panel
POB	Point of Beginning
POC	Point of Connection
POJ	Push-On Joint
PP	Power Pole/Polypropylene
PPB	Parts Per Billion
PPM	Parts Per Million
PR	Pair
PRC	Point of Reverse Curve
PRESS	Pressure
PRL	Parallel
PROV	Provisions
PRPSD	Proposed
PRVC	Point of Reverse Vertical Curve
PSI	Pounds Per Square Inch
PSIG	Pounds Per Square Inch Gauge
PSF	Pounds Per Square Foot
PT	Point of Tangency
PV	Plug Valve
PVC	Polyvinyl Chloride
PVMT	Pavement
PWR	Power

<b>Abbreviation</b>	<b>Term</b>
<b>Q</b>	
Q	Flow Rate
QTY	Quantity
<b>R</b>	
R	Right/Radius
RAD	Radius/Radial
RAF	Return Air Fan
RAG	Return Air Grille
RC	Reinforced Concrete
RCB	Reinforced Concrete Box
RCP	Reinforced Concrete Pipe
RCPA	Reinforced Concrete Pipe Arch
RD	Road
RDC	Reduce
RDCR	Reducer
RDWY	Roadway
REF	Reference
REINF	Reinforce or Reinforced
RELOC	Relocated
REQ	Required/Requirement
REQD	Required
REV	Revise/Revision
RF	Raised Face
RH	Relative Humidity
RND	Round
RJ	Restrained Joint
RLG	Railing
RPM	Revolutions Per Minute
RR	Railroad
RST	Reinforcing Steel
RT	Right
RTD	Resistance Temperature Detector
R/W	Right-of-Way

Abbreviation	Term
<b>S</b>	
S	South/Slope in Feet Per Foot/Sewer
SAE	Society of Automotive Engineers
SAN	Sanitary
SAR	Supply Air Register
SBCCI	Southern Building Codes Congress International
SC	Seal Coat
SCFM	Standard Cubic Feet Per Minute
SCHED	Schedule
SCR	Silicon-Controlled Rectifier
SCRN	Screen
SD	Storm Drain
SDG	Siding
SDI	Steel Deck Institute
SDWK	Sidewalk
SE	Southeast
SECT	Section
SF	Square Feet
SGL	Single
SH	Sheet/Sheeting/Shielded
SIM	Similar
SLP	Slope
SLV	Sleeve
SM	Sheet Metal
SOL	Solenoid
SOV	Solenoid-Operated Valve
SP	Space/Steel Pipe/Static Pressure/Spare
SPCG	Spacing
SPEC	Specification
SPLC	Splice
SPRT	Support
SQ	Square
SQ FT	Square Feet
SR	Short Radius

<b>Abbreviation</b>	<b>Term</b>
SS	Sanitary Sewer
SSPC	Steel Structures Painting Council
SST	Stainless Steel
ST	Street
STA	Station
STBY	Standby
STD	Standard
STK	Stake
STL	Steel
STR	Straight
STRL	Structural
STRUCT	Structure
STS	Storm Sewer
STGR	Stringer
STWY	Stairway
SURF	Surface
SW	Southwest
SWG	Swing
SYMM	Symmetrical
SYS	System
<b>T</b>	
T	Ton/Tangent Length of Curve/Telephone
TAN	Tangent
T/B	Top of Beam
TB	Top of Bank/Terminal Board
T & B	Top and Bottom
TBG	Tubing
TBM	Temporary Bench Mark
TC	Top of Curb
TD	Time Delay
TDH	Total Dynamic Head
TDS	Total Dissolved Solids
TEFC	Totally Enclosed Fan Cooled
TEL	Telephone

<b>Abbreviation</b>	<b>Term</b>
TEMP	Temperature/Temporary
TENV	Totally Enclosed Nonventilated
THB	Thrust Block
THD	Thread or Threaded
THH	Thrust Harness
THK	Thick
TIR	Total Indicator Reading
TO	Turnout
T/O	Top of
TOC	Top of Concrete
TOS	Top of Slab
TOT	Total
TP	Telephone Pole
TRD	Tread
TRA	Tie Rod Assembly
TS	Tube Steel
TV	Television
TYP	Typical
<b>U</b>	
UBC	Uniform Building Code
UD	Underdrain
UG	Underground
UH	Unit Heater
UL	Underwriters' Laboratories, Inc.
ULT	Ultimate
UNO	Unless Noted Otherwise
UPS	Uninterruptible Power Supply
UR	Urinal
USGS	United States Geological Survey
UTC	Underground Telephone Cable
UTR	Up Through Roof

<b>Abbreviation</b>	<b>Term</b>
<b>V</b>	
V	Vent/Valve/Volt
VAC	Vacuum/Volts, Alternating Current
VC	Vertical Curve
VCP	Vitrified Clay Pipe
VEL	Velocity
VERT	Vertical
VFD	Variable Frequency Drive
VOL	Volume
VPC	Vertical Point of Curve
VPI	Vertical Point of Intersection
VPT	Vertical Point of Tangency
VSS	Volatile Suspended Solids
VTR	Vent Through Roof
<b>W</b>	
W	West/Watt/Wide/Water
W/	With
WC	Water Closet
WCO	Wall Cleanout
WG	Water Gauge
WH	Wall Hydrant
WL	Waterline
WLD	Welded
WM	Water Meter/Water Main
W/O	Without
WP	Waterproof/Working Point
WRGWB	Water-Resistant Gypsum Wallboard
WSE	Water Surface Elevation
WSP	Water Stop
WT	Weight
WTR	Water
WWF	Welded Wire Fabric
WWM	Woven Wire Mesh

Abbreviation	Term
<b>X</b>	
XFMR	Transformer
XFR	Transfer
<b>Y</b>	
YCO	Yard Cleanout
YD	Yard
YP	Yield Point
YR	Year
YS	Yield Strength
<b>Z</b>	

END OF SECTION

## SECTION 01500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

### A. Temporary Electric Power

If required, the Contractor shall provide portable electric power for the construction of the project. The Contractor shall provide for the extension of utility lines to the point of usage.

### B. Temporary Water

1. The Owner will provide access to the site's existing potable water as necessary for compaction of materials, concrete construction operations, testing, dust control, and other construction uses. The Contractor shall coordinate and receive the Owner's permission in advance.
2. Furnish potable drinking water in suitable dispensers and with cups for use of all employees at the job site during the entire construction period.

### C. Temporary Sanitary Facilities

1. Provide temporary toilet facilities separate from the job office. Maintain these during the entire period of construction under this Contract for the use of all construction personnel on the job. Provide enough chemical toilets to conveniently serve the needs of all personnel.
2. Chemical toilets and their maintenance shall meet the requirements of the State and local health regulations and ordinances. Any facilities or maintenance methods failing to meet these requirements shall be corrected immediately.

### D. Construction Staking

The Contractor shall provide all construction staking for the Work.

### E. Barricades

Install silt barriers, turbidity curtains and screens for capturing sediments-solids from erosion and liquids from temporary pumping and dewatering activities.

### F. Security

The Contractor shall inspect the area daily and take whatever measures are necessary to protect the safety of the public, workmen, and materials, and provide for the security of the site, both day and night.

### G. Site Access

Obtain access to the project site by existing public roads.

### H. Drainage, Erosion, Dust, and Mud Control

1. Provide for the drainage of stormwater as may rain or flow onto or be discharged from the site in performance of the work. Drainage facilities shall be adequate to prevent damage to the work, the site, and adjacent property.
2. Existing drainage channels and conduits shall be cleaned, enlarged or supplemented as permitted by drainage control agencies to carry all runoff attributable to Contractor's operations. Dikes shall be constructed to divert runoff from entering adjacent property (except in natural channels), to protect Owner's facilities and the Work, and to direct water to

drainage channels or conduits. Ponding shall be provided to prevent downstream flooding and waterway contamination.

3. Prevent erosion of soil on the site and adjacent property resulting from his construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection. Install silt barriers or screens for capturing sediments/solids from erosion and dewatering activities.
4. Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.
5. Perform dust and mud control operations to prevent construction operations from producing dust and mud in amounts harmful to persons or causing a nuisance to persons living nearby or occupying buildings in the vicinity of the work. Use water or dust preventative to control dust during dry weather. Take necessary steps to prevent the tracking of mud onto adjacent streets and highways.

I. Contractor's Field Office and Storage Sheds

The Contractor shall provide a field office/storage shed for the performance of the work, and protection of materials and equipment. If the facilities are located off the project site, the Contractor shall indemnify and insure the owner of the land against claims for accident, theft, and other items in accordance with the General Conditions.

J. Removal of Temporary Construction

After the date of Substantial Completion and before the Work is completed remove the various temporary facilities, services, and controls and legally dispose of them. Portions of the site used for temporary facilities shall be reconditioned and restored to their previous condition.

END OF SECTION

## SECTION 01600 MATERIAL AND EQUIPMENT

### A. Transportation and Handling

Deliver manufactured materials and products to the project site as needed for installation, undamaged, in original packages, containers, or bundles, as packaged by the manufacturer with manufacturer's name, brand, seals, and labels intact. Materials other than those designated within the Specifications shall not be delivered to the project site.

### B. Storage and Protection

1. Protect and preserve all materials until final acceptance of the Project. Store all materials in a manner to facilitate inspection and to prevent damage, contamination, or intermixing.
2. Miscellaneous metal, reinforcement bars, welded wire fabric, and masonry reinforcement materials shall be stored to prevent contact with the ground and from being damaged by its own weight or by other loads. Reinforcement which has become muddy shall be cleaned before use.
3. Store cementitious materials in weathertight sheds on elevated floors away from damp surfaces. Prevent freezing.
4. Do not use and dispose of materials that have been stored for longer than their maximum recommended shelf life or beyond their recommended shelf date.
5. Store and protect all material and equipment in accordance with manufacturer's recommendations.
6. Store mechanical equipment with moving parts (pumps, valves, operators, etc.) in weathertight sheds on elevated floors.
7. Store electrical and electronic control equipment (motor control centers, panelboards, switch gear, wiring devices, etc.) in weathertight sheds on elevated floors and in an environment similar to the one in their final location (ventilated, air conditioned, etc.). Store all other electrical material in a manner to prevent contact with the ground and from being damaged by its own weight or by other loads.

### C. Protection of Equipment

1. During construction, protect all equipment from moisture absorption and metallic component corrosion by appropriate use of strip heaters, lamps, coverings, or other suitable means. Apply protection immediately on receiving the products and maintain continually.
2. Keep products clean by elevating above ground or floor and by using suitable coverings. Take such precautions as are necessary to protect apparatus and materials from damage. Failure to protect materials is sufficient cause for rejection of the apparatus or material in question.
3. Protect factory finish from damage during construction operations and until acceptance of the project. Satisfactorily restore any finishes that become stained or damaged.

### D. Equipment Selection and Serviceability

1. Locate and install all equipment so that it may be serviced. Demonstrate that there is room to remove all fan shafts, bearings, filters, pumps and motors, and similar equipment.

2. Equipment which is too large or poorly located to permit servicing shall be replaced or repositioned at no additional cost to the Owner.
3. Where piping, control diagrams or sequencing differ from the recommended piping arrangements of the equipment manufacturer, and will directly affect the equipment performance, the manufacturer's recommendations shall be submitted in writing to the Engineer for review prior to purchasing the equipment involved. Obtain such recommendations from the manufacturers in order to effect correct and perfect operation of the equipment at the capacities and temperatures indicated.

END OF SECTION

## SECTION 01700 CONTRACT CLOSEOUT

### A. Clean-Up Operations

1. Thoroughly clean the project site at the completion of the Work. Clean-up operations shall consist of the removal and legal disposal of all broken concrete, wood scraps, wire, packaging materials, forms, debris, scaffolds, and other objectionable rubble created during construction operations; cleaning of spilled mortar, concrete, and metalwork; and removal of all temporary manufacturer's labels from and washing of all equipment.
2. Remove excess dust and mud created by the construction project from all sidewalks, streets and highways.

### B. Closeout Submittals

1. Upon completion of the project, or portions thereof, and prior to final payment, the Contractor shall transfer to the Owner all applicable items accumulated throughout construction. These include, but are not limited to, the following items:
  - a. Service manuals, installation instructions, and operation and maintenance manuals.
  - b. Spare parts and special tools ordered as part of this Contract.
  - c. Manufacturers' guarantees, bonds, and letters of coverage extending them beyond the time limitations of the Contractors' guarantee.
  - d. Salvaged materials or materials and equipment borrowed from the Owner.
  - e. Record documents of completed facilities.
  - f. All keys to all doors, gates, and equipment.
  - g. Statements from the manufacturer's representatives as called for in the Contract Documents.
  - h. Releases of lien. General release from Contractor plus copies of releases from subcontractors and material suppliers.
2. The closeout requirements of this section are in addition to the requirements of the Standard General Conditions and Supplementary Conditions.

END OF SECTION

C. General

1. This section includes cleaning during construction and final cleaning on completion of the work.
2. At all times maintain areas covered by the Contract and adjacent properties and public access roads free from accumulations of waste, debris, and rubbish caused by construction operations.
3. Conduct cleaning and disposal operations to comply with local ordinances and antipollution laws. Do not burn or bury rubbish or waste materials on project site. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains. Do not dispose of wastes into streams or waterways.
4. Use only cleaning materials recommended by manufacturer of surface to be cleaned.

D. Cleaning During Construction

1. During execution of work, clean site, adjacent properties, and public access roads and dispose of waste materials, debris, and rubbish to assure that buildings, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
2. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
3. Provide containers for collection and disposal of waste materials, debris, and rubbish.
4. Cover or wet excavated material leaving and arriving at the site to prevent blowing dust. Clean the public access roads to the site of any material falling from the haul trucks.

E. Final Cleaning

1. At the completion of work and immediately prior to final inspection, clean the entire project site as follows.
2. Clean, sweep, wash, and polish all work and equipment including finishes.
3. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior finished surfaces; polish surfaces.
4. Repair, patch, and touch up marred surfaces to match adjacent surfaces.
5. Broom clean paved surfaces; rake clean landscaped areas.
6. Remove from the site all temporary structures and all materials, equipment, and appurtenances not required as a part of, or appurtenant to, the completed work.

END OF SECTION