

# CITY OF WEST PARK PROJECT MANUAL

AQUATIC WEED REMOVAL  
LAKE HELEN & LAKE MARGARET  
TWIN LAKES WATER CONTROL DISTRICT  
CITY OF WEST PARK, FLORIDA  
Bid No.:15-1023

## CITY COMMISSION

Mayor: Eric H. Jones  
Vice Mayor: Rita Mack  
Commissioners: Thomas Dorsett  
Brian Johnson  
Kristine Judeikis

## ADMINISTRATION:

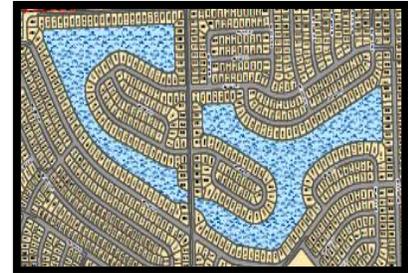
City Manager: W. Ajibola Balogun  
City Attorney: Burnadette Norris Weeks

Engineer of Record:

\_\_\_\_\_  
Jose Olivo

Disamerica Consulting Group, Inc

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





**CITY OF WEST PARK  
NOTICE OF BID INVITATION: 15-1023**

The City of West Park will receive sealed proposals until 3:00 pm, Friday October 23, 2015 at the City Clerk's Office, City of West Park, City Hall, 1965 South State Road 7, West Park, Florida 33023, for the following project:

**AQUATIC WEED REMOVAL LAKE HELEN  
& LAKE MARGARET  
TWIN LAKES WATER CONTROL DISTRICT  
CITY OF WEST PARK, FLORIDA**

The City of West Park has identified the need to remove aquatic weed growth and other nuisance aquatic for the purpose of enhancing valuable fish and wildlife habitat, improving water quality, and restoring an aesthetically pleasing natural environment to both Lake Helen and Lake Margaret (Twin Lakes). Lake Helen & Lake Margaret total over (40) acres of surface area. City of West Park has targeted these areas for control using mechanical harvesting. Adjustment to the areas and number of acres to be treated may be made by the City if found appropriate in view of the nature or extent of plant growth in the lakes.

**Bids will be opened publicly at or shortly after 3:05 P.M. on Friday, October 23, 2015 at the City of West Park, City Hall, located at 1965 South State Road 7, West Park, Florida 33023.**

Bid documents may be obtained on or after Thursday, October 8, 2015 from the City's website at [www.cityofwestpark.org](http://www.cityofwestpark.org) or from [www.demandstar.com](http://www.demandstar.com).

The bid will be awarded to the lowest responsible responsive bidder. If, however, the City Manager deems it to be in the best interest of the City of West Park, the City Manager reserves the right to reject any and all bids, to waive any informalities or minor defects in any bids, and to increase or decrease the quantities shown in the Bid Form.

Bids which contain irregularities of any kind may be rejected.

A non-mandatory pre-bid conference will be held at the City of West Park City Hall, City Commission Chamber, 1965 South State Road 7, West Park, Florida 33023, at **2:00 P.M. local time on Friday, October 16, 2015**. All interested contractors are invited to attend.

The City of West Park is an Equal Opportunity Employer.

SECTION 00200

INSTRUCTION TO BIDDERS

1. BID FORM

All bids must be submitted in conformity with the requirements of the Project Manual and on the Bid Form included herewith (Section 300). Also include the Contractor's Questionnaire (Section 00350). The **entire** Project Manual and attachments shall be placed in a sealed envelope, marked on the outside with the Contractor's name, address, phone number and Project Name, with the words "SEALED – DO NOT OPEN UNTIL OFFICIAL BID OPENING DATE" clearly marked on the outside. Bids, which contain irregularities of any kind or incomplete bids, may be rejected as informal.

2. BID GUARANTY – BID GUARANTEE – NOT REQUIRED

3. TIME FOR RECEIVING BIDS

Bids received prior to the time of opening will be securely kept, unopened. All bids shall be delivered to the City Clerk's Office, 1965 South State Road West Park, FL 33023. No bids will be received after 3:00 P.M. on date of bid opening.

4. QUESTIONS DEADLINE

Deadline for submitting questions is at **5:00 p.m.** on Friday, October 16, 2015. All questions shall be submitted in writing by letter or fax or email the City Clerk only.

5. WITHDRAWAL OF BIDS

Bids may not be withdrawn for a period of thirty (30) days from the opening thereof.

6. BIDDERS PRESENT

At or shortly after 3:05 P.M. the bids will be opened and their contents will be made public for the information of the bidders and others properly interested, who may be present either in person or by representative.

7. AWARD OF CONTRACT

The contract will be awarded not later than thirty (30) days from the bid opening date, to the lowest responsible bidder, complying with the conditions of the Notice of Bid Invitation, provided the bid is reasonable, and it is in the interest of the City to accept it. The City however, reserves the right to reject any or all bids.

## 8. QUALIFICATIONS OF BIDDERS

In the event portions of the work called for in the specifications are to be installed, constructed, or assembled by a sub-contractor or sub-contractors, the bidder must fill in the information requested in the Proposal.

## 9. WARRANTY

Neither the final payment nor any provision of the Contract Documents, nor the use of the equipment by the City shall constitute an acceptance of items found not to comply with stipulations of the Contract Documents. The Contractor shall furnish suitable warranty and guarantee.

## 10. INSURANCE

The bidder to whom a Contract is awarded shall take out and maintain Worker's Compensation Insurance to cover all his/her employees as well as maintain public liability and property damage insurance. See Section 00800, subsection 9 for more details.

## 11. ELIGIBLE BIDDERS

The City reserves the right, before awarding a Contract, to require a Bidder to submit evidence of his/her qualifications, as may be deemed necessary, and consider any evidence available to it of the financial, technical, and other qualifications and abilities of the bidder. The Contract will be awarded only to a Bidder fully qualified to undertake the proposed work. All material or services must meet all applicable Federal, State and Local specifications.

## 12. SAFETY PRECAUTIONS

The Contractor shall maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient safety standards required by Municipal, County, State and Federal ordinances and laws.

## 13. PRE-BID INSPECTION

The Bidder, before submitting a Proposal, is required to visit and examine the site of the work and satisfy himself/herself about the character of the work, any possible difficulties, and all conditions and circumstances which do and may affect the work.

## 14. CONTRACTOR'S QUESTIONNAIRE

Section 00350 contains the form entitled "Contractor's Questionnaire." This form must be completed and submitted as an integral part of the bid package.

## 15. QUALIFICATION OF SURETIES

- A. General: The following requirements shall be met by all surety companies furnishing bid, performance payment or other type of bonds:
- B. Qualifications: As to companies being rated acceptable:

1. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York, 10038.
  2. The Surety shall be listed on the U.S. Department of the Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, (1982 Revision) entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."
  3. All Surety Companies are subject to approval and may be rejected by the Owner without cause, in the same manner that bids may be rejected.
- C. Limitations: Bonding Limits or Bonding Capacity refer to the limit or amount of Bond acceptable on any one risk.
1. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).
- D. Requirements:
1. Policy Holders Surplus is required to be 5 times the amount of any one bond.
  2. The Agent countersigning the bond shall be a resident of Broward County

END OF SECTION

SECTION 00300

PROPOSAL

**(BID FORM)**

Submitted: \_\_\_\_\_, 20\_\_\_\_.

City Clerk's Office City Hall  
1965 South State Road 7  
West Park, FL 33023

Bidders:

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 than herein mentioned has any interest in the Proposal of the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he has made sufficient observations of the conditions of the project site to satisfy himself that such site is a correct and suitable one for this work and he assumes full responsibility therefore, that he has examined the Drawings and Specifications for the work and from his own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he has examined the other Contractual Documents relating thereto, including the Notice of Bid Invitation, Instructions to Bidders, Proposal, Contract, General and Special Conditions, Technical Specifications, Drawings and has read all addenda prior to the receipt of bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder further proposes and agrees, if this Proposal is accepted, to contract with the City of West Park (Owner), in the form of contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the Proposal and the Contract, and called for by the Drawings and Specifications and in the manner specified.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to be paid after satisfactory completion of all work in lieu of furnishing Performance and Payment Bonds each in the amount of one-hundred ten percent of the Contract price, within ten (10) consecutive calendar days after written notice being given by the Owner of the award of the Contract.

NOTICE TO ALL BIDDERS

The undersigned agrees to accept in full compensation therefore the total of the lump sum prices for the items named in the following schedule, based on the quantities actually completed as determined by the applicable measurement and payment portion of the technical specifications.

Bidders Certificate of Competency No. \_\_\_\_\_

Bidders Occupational License No. \_\_\_\_\_

Acknowledgment is hereby made of the following Addenda received since issuance of the Project

Manual: Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Attached hereto is a cashier's check on the \_\_\_\_\_ Bank of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), made payable to the City West Park, Florida. and to delete any part of the above items.

\_\_\_\_\_ L.S. (Name of Bidder) (Affix Seal)

\_\_\_\_\_ L.S. Signature of Officer

\_\_\_\_\_ L.S. (Title of Officer)

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

City: \_\_\_\_\_ State: \_\_\_\_\_

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Name of the executive who will give personal attention to the work: \_\_\_\_\_  
Attach list of subcontractors

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

1-Changes in the Contract Price and Contract Time require prior authorization in writing from Owner and the Engineer, in the form of a Change Order or Work Change Directive. The Contractor is responsible for verification of all bid quantities and to report to the Engineer any discrepancies found prior to ordering materials and or equipment for construction. Refer to General Conditions.

2-Bid prices for the various work items are intended to establish a total price for completing the project in its entirety. The Contractor shall include in the Bid, any item for which a separate pay item has not been established in the Bid Form (under any related pay item), to reflect the total price for completing the project in its entirety, as specified in the Project Manual and Construction Drawings.

3-Contractor is responsible for restoring all areas disturbed during construction, including swale. Swale must be restored with St. Augustine grass. Cost of restoration must be included as part of the entire bid.

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**Name of Bidder**

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**Signature of Bidder**

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**Company Name:**

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**Office: Telephone Number**

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**Cell Phone Number**

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**E-mail Address**

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**Fax Number**

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**Bid Form Project Name: Aquatic Weed Removal Lake Helen & Lake Margaret  
Twin Lakes Water Control District**

**City's Project No.: 15-1023**

**BID FORM**

Bid prices stated in the proposal include all costs and expenses for taxes, labor, equipment, materials, contractors overhead and profit. The quantities for payment under this Contract will be determined by completed items in place, ready for service and accepted by the Owner. Contract prices for the various work items are intended to establish a total price for completing the project in its entirety. Payment for any item not listed in the Bid Form but shown in the plans shall be included in the proposal. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, no separate payment or additional payment will be made.

**BIDDER (Company Name):**

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**NAME OF REPRESENTATIVE (PRINT)** \_\_\_\_\_

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

**BIDDER'S TELEPHONE NO.**

**PHONE NO.:** \_\_\_\_\_

**CELL NO.:** \_\_\_\_\_

**FAX NO.:** \_\_\_\_\_

**EMAIL ADD:** \_\_\_\_\_

**PAY ITEM FOOT NOTES:**

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In compliance with your invitation for bids, Bidder hereby proposes to perform all work related to mechanical harvesting of Lake Helen & Lake Margaret (Twin Lakes) in strict accordance with the contract documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the Bidder certifies that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Further, the Bidder also certifies that he/she has examined the contract documents and the location of the work described herein and is full informed as to the nature of the work and the conditions relating to its performance.

The Bidder understands that the acreages listed are approximate only and subject to either increase or decrease. The Bidder agrees that the unit prices named will be used if additions or deductions are made to the quantity of work. Bidder unit prices will not be adjusted to reflect any deviation from the provided quantities.

All work described in the contract documents and required for completion of the project shall be considered as incidental work unless designated as a pay item on the Bid Form.

The undersigned, having familiarized himself/herself with the instructions to Bidders and the specifications, hereby proposes to perform everything required and to provide and furnish all of the labor, materials, equipment, and all utility and transportation services necessary to perform and complete all the work required for mechanical harvesting of Lake Helen & Lake Margaret in a workmanlike manner, all in accordance with the specifications to provide the stated units of work for the bid price of:

<u>Item No./ Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.0/Mechanical Weed Harvesting (incl. mobilization, aquatic plant Removal/Disposal & Demobilization)	25	AC.	\$ _____	\$ _____
2.0/Removal, Hauling & Disposal of Construction & Demolition Debris	50	C.Y.	\$ _____	\$ _____
3.0/Removal, Hauling & Disposal of White Goods	10	EA.	\$ _____	\$ _____
4.0/Removal, Hauling & Disposal of Vehicles & Vessels	5	EA.	\$ _____	\$ _____
5.0/Removal, Hauling & Disposal of Misc. Items (eg. Shopping carts, TV's, electronics, etc.)	10	EA.	\$ _____	\$ _____
6.0/Pre-Harvest Survey	1	L.S.	\$ _____	\$ _____
<b>TOTAL BID PRICE</b>				\$ _____

In submitting this bid, it is understood that the City reserves the right to reject any and all bids and to waive defects in the bids.

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

SIGNATURE: \_\_\_\_\_ NAME AND TITLE: \_\_\_\_\_  
 (printed)

THE BID WILL BE AWARDED TO THE RESPONSIVE, RESPONSIBLE BIDDER THAT SUBMITS THE LOWEST TOTAL BID PRICE.

**3.0 BIDDER QUESTIONNAIRE**

**Aquatic Weed Removal Lake Helen and Lake Margaret. ITB NO.:15-1023**

Bidder: \_\_\_\_\_

1) How long have you (or the subcontractor you intend to use for the project) been in the aquatic weed harvesting business?  
\_\_\_\_\_ Years

2) During the past (3) years, how many lakes in the various size categories listed below did you harvest aquatic weeds?

• 1 to 10 Acres: \_\_\_\_\_ Lakes

• 11 to 40 Acres: \_\_\_\_\_ Lakes

• Lakes > 40 Acres: \_\_\_\_\_ Lakes

3) Please attach a complete listing of staff and equipment or subcontractors, proposed to be utilized for the work specified herein.

4) Please attach a listing of a minimum of three references of previous work completed. For each project, provide a contact person with phone number and include the lake name, county, lake surface acreage, harvested area acreage, and plants targeted for control.

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

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

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

END OF SECTION

## LIST OF MAJOR SUB CONTRACTOR

Bidders are required to list with the Proposal, on this attached sheet all major sub-contractors included for the prosecution of the work. Failure to complete the list may be cause for declaring the Proposal irregular.

The successful bidder shall employ the sub-contractors listed hereunder for the class of work indicated, which list shall not be modified in any way without the written consent of the City of West Park.

The Bidder expressly agrees that:

If awarded a contract as a result of this proposal, the major sub-contractors used in the prosecution of the work will be those listed below.

The Bidder represents that the sub-contractors listed below are financially responsible and are qualified to do the work required.

**CATEGORY OR CLASS NAME OF SUB-CONTRACTOR ADDRESS OF WORK**

SECTION 00350

CONTINUED QUESTIONARE

Submitted to: The Mayor and City Commission of the City of West Park, Florida:

By \_\_\_\_\_

Principal Office \_\_\_\_\_

How many years has your organization been in business as a General Contractor under your present business name? \_\_\_\_\_

Does your organization have current occupational licenses entitling it to do the work contemplated in this Contract? \_\_\_\_\_

State of Florida License: (State type and number):  
\_\_\_\_\_

Federal I.D. No: \_\_\_\_\_

Broward County Certificate of Competency: (State type and number):  
\_\_\_\_\_

City of West Park Contractor Registration: (State type and number):  
\_\_\_\_\_

Include copies of above licenses and certifications with proposal: \_\_\_\_\_

How many years experience in similar work has your organization had?

(A) As a General Contractor \_\_\_\_\_ (B)

As a Sub-Contractor \_\_\_\_\_ (C)

What contracts has your organization completed within the last five (5) years? State below:

<b>Contract Amount</b>	<b>Class of Work</b>	<b>when completed</b>	<b>Name &amp; Address of Owner</b>

Are you a Certified Minority Contractor with Broward County?  
\_\_\_\_\_

Have you ever failed to complete any work awarded to you? \_\_\_\_\_

If so, where and why? \_\_\_\_\_

Has any officer or partner of your organization ever failed to complete a contract handled in his own name? \_\_\_\_\_

If so, state name of individual, name of owner, and reason thereof:

In what other lines of business are you financially interested or engaged?

Give references as to experience, ability and financial standing:

What equipment do you own that is available for the proposed work and where is it located?

Financial Statement: \_\_\_\_\_

**END OF SECTION**

SECTION 00410

BID BOND

STATE OF FLORIDA )  
 : ss  
COUNTY OF BROWARD )

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_ as Principal, and \_\_\_\_\_, as Surety, a Corporation chartered and existing under the laws of the State of \_\_\_\_\_, with its principal offices in the City of \_\_\_\_\_, and authorized to do business in the State of Florida are held and firmly bound unto the Owner, \_\_\_\_\_ in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) or 5% of bid amount lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_, 20\_\_\_\_, for:

**Project Description** \_\_\_\_\_

**Project No:** \_\_\_\_\_

**NOW, THEREFORE:**

- A. If the principal shall not withdraw said bid within sixty (60) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.
- B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument under their several seals, this \_\_\_\_ day of \_\_\_\_\_, A.D., 20 \_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES: (If Sole Ownership or Partnership, two (2) witnesses required).  
(If Corporation, Secretary Only will attest and affix seal).

**WITNESSES:**

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

**PRINCIPAL:**

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

\_\_\_\_\_  
Signature of Authorized (Affix Seal)

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
City, State & Zip Code

**SURETY:**

\_\_\_\_\_  
Corporate Surety

\_\_\_\_\_  
Attorney-in-Fact (Affix Seal)

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

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Name of Local Insurance Agency

NOT REQUIRED

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SECTION 00610

PERFORMANCE BOND

STATE OF FLORIDA )  
 : ss  
COUNTY OF BROWARD )

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_, as Surety, hereinafter called Surety, are held in firmly bound unto the City of West Park, as Obligee hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, contractor has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into Contract with Owner for:

**Project Description** \_\_\_\_\_  
**City's Project No.:** \_\_\_\_\_

In accordance with Drawings and Specifications prepared by \_\_\_\_\_ which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH**, that, if the Principal shall in all respects promptly and faithfully perform and comply with the terms and conditions of said Contract and his obligations thereunder and shall indemnify the Owner and the Consulting Engineer and save either or all of them harmless against and from all costs, expenses and damages arising from the performance of said Contract or the repair of any work thereunder, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, in accordance with the following terms and conditions:

- A. The Principal and Surety jointly and severally agree to pay the Owner any difference between the sum of which the said Principal would be entitled on the completion of the Contract, and that sum which the Owner may be obliged to pay for the completion of said work by Contractor or otherwise, and any damages, direct or indirect or consequential,

which the said Owner may sustain on account of such work, or on account of the failure of said Contractor to property and in all things, keep and excuse all of the provision of said Contract.

- B. And this Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the Owner and shall provide that the Contractor guarantees to repair or replace for said period of one (1) year all work performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract, and shall make good, defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgment of the Owner, for the reasons above stated needs to be replaced, repaired or made good during that time, the Owner shall notify the Contractor in writing. If the Contractor refuses or neglects to do such work within five (5) days from the date of service of such Notice, the Owner shall have the work done by others and the cost thereof shall be paid by the Contractor or his Surety.
- C. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affects its obligations on this board, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.
- D. The Surety represents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's Rating of " \_\_\_\_\_ " and Financial Category of "Class \_\_\_\_\_."

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument under their several seals, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES: (If Sole Ownership or Partnership, two (2) witnesses required).  
(If Corporation, Secretary Only will attest and affix seal).

WITNESSES:

\_\_\_\_\_

PRINCIPAL:

\_\_\_\_\_  
Signature of Authorized Officer (Affix Seal)

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
City, State & Zip Code

WITNESSES:

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SURETY:

---

Corporate Surety

---

Title

---

Business Address

---

City, State & Zip Code

---

Name of Local Insurance Agency

NOT REQUIRED

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and on behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Secretary (Corporate Seal)

STATE OF FLORIDA        )  
                                      : ss  
COUNTY OF BROWARD    )

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the \_\_\_\_\_ and that he has been authorized by \_\_\_\_\_ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of West Park, Florida.

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ A.D.  
(Attach Power of Attorney)

\_\_\_\_\_  
Notary Public – State of Florida At Large  
My Commission Expires:

**END OF SECTION**

SECTION 00620

PAYMENT BOND

STATE OF FLORIDA )  
 : ss  
COUNTY OF BROWARD )

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_  
as Principal, hereinafter called Contractor, and \_\_\_\_\_, as Surety,  
hereinafter called Surety, are held and firmly bound unto the CITY OF WEST PARK, as Obligee,  
hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the  
payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, contractor has by written agreement dated \_\_\_\_\_, 20\_\_\_\_,  
entered into a Contract with Owner for:

**Project Description:** \_\_\_\_\_  
**City's Project No.:** \_\_\_\_\_

In accordance with Drawings and Specifications prepared by \_\_\_\_\_, which Contract  
is by reference made a part hereof and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH**, that, if the  
Principal shall promptly make payment to all claimants, as herein below defined, then this obligation shall  
be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and  
conditions:

- A. A claimant is defined as any person supplying the Principal with labor, material and  
supplies, used directly or indirectly by the said Principal or any subcontractor in the  
prosecution of the work provided for in said Contract, and is further defined in Section  
255.05(1) of the Florida Statutes.
- B. The above named Principal and Surety hereby jointly and severally agree with the Owner  
that every claimant as herein defined, who has not been paid in full before the expiration  
of a period of ninety (90) days after performance of the labor or after complete delivery of  
materials and supplies by such claimant, may sue on this Bond for the use of such claimant,  
prosecute the suit to final judgment for such sum or sums as may be justly due claimant,

and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

- C. No suit or action shall be commenced hereunder by any claimant:
1. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this bond for protection.
  2. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore.
  3. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  4. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- A. The Principal and the Surety jointly and severally, shall repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.
- B. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.
- C. The Surety represents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's Rating of " \_\_\_\_\_ " and Financial Category of "Class \_\_\_\_\_."

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument under their several seals, this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES: (If Sole Ownership or Partnership, two (2) witnesses required).  
(If Corporation, Secretary Only will attest and affix seal).

WITNESSES:

**PRINCIPAL:**

\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Officer (Affix Seal)

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
City, State & Zip Code

WITNESSES:

**SURETY:**

\_\_\_\_\_

\_\_\_\_\_  
Corporate Surety

\_\_\_\_\_

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Name of Local Insurance Agency

**END OF SECTION**

SECTION 00650

CERTIFICATE OF INSURANCE

(Sample)

THIS IS TO CERTIFY THAT THE \_\_\_\_\_  
(Insurance Company)

Address \_\_\_\_\_

of

has issued policies of insurance, as described below and identified by a policy number, to the insured named below; and to certify that such policies are in full force and effect at this time. It is agreed that none of these policies will be canceled or changed so as to affect the interest(s) of the City of West Park (hereinafter sometimes called the Owner) until thirty (30) days after written notice of such cancellation or change has been delivered to the Engineer:

Insured \_\_\_\_\_

Address \_\_\_\_\_

Status of Insured: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual

Location of Operations Insured \_\_\_\_\_

Description of Work:

**Project Description:** \_\_\_\_\_  
**City's Project No.:** \_\_\_\_\_

**INSURANCE POLICIES IN FORCE:**

<b>Forms of Coverage</b>	<b>Policy Number</b>	<b>Exp. Date</b>
*Workers' Comp./Employer's Liability	_____	_____
+Comprehensive Automobile Liability	_____	_____
°Comprehensive General Liability	_____	_____
+Excess Liability	_____	_____
Other (Please specify type: _____)	_____	_____

<b>POLICY INCLUDES COVERAGE FOR:</b>	<b>YES</b>	<b>NO</b>
1. Additional Insured: Owner & Engineer	_____	_____
2. *Liability under the United States Longshoremen's and Harbor Workers' Compensation Act.	_____	_____
3. +All owned, hired, or non-owner automotive equipment used in connection with work done for the Owner.	_____	_____
4. Contractual Liability	_____	_____
5. Damage caused by explosion, collapse or structural injury, and damage to underground utilities.	_____	_____
6. Products/Completed Operations	_____	_____
7. Owners and Contractors Protective Liability	_____	_____
8. Personal Injury Liability	_____	_____
9. +Excess Liability applies excess of:	_____	_____
(a) Employers Liability	_____	_____
(b) Comprehensive General Liability	_____	_____
(c) Comprehensive Automobile Liability	_____	_____

**TYPES OF POLICY      FORMS OF COVERAGE      LIMITS OF LIABILITY**

Workers' Compensation	Bodily Injury	\$	Statutory
Employers Liability	Bodily Injury	\$ _____	Each
	Disease	\$ _____	Each
	Disease	\$ _____	Policy
			Accident
			Person
			Limit
Comprehensive Auto	Combined Single	\$	Each
Liability	Limit BI/PD	_____	Accident
Comprehensive General	Bodily Injury	\$	Each
Liability		_____	Occurrence
		\$ _____	Aggregate
	Property Damage	\$ _____	Each Occurrence

OR

Combined Single  
Limit BI/PD

\$ \_\_\_\_\_ Aggregate

\$ \_\_\_\_\_ Each Occurrence

\$ \_\_\_\_\_ Aggregate

Excess Liability

Combined Single

Limit BI/PD

\$ \_\_\_\_\_ Aggregate

Other

The Insurance Company hereby agrees to deliver, within ten (10) days, two (2) copies of the above policies to the Engineer when so requested.

NOTE: Entries on this certificate are limited to the Authorized Agent or Insurance Company Representative.

Date \_\_\_\_\_

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

Insurance Company

Issued at \_\_\_\_\_

Authorized Representative

Insurance Agent or Company

-Send original to:

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

-Send two (2) copies to:

**Attention: \_\_\_\_\_, Principal in Charge**

**City of West Park  
City Clerk's Office  
1965 South State Road 7  
West Park, Florida 33023**

**Attention: W. Ajibola Balogun, City Manager**

**END OF SECTION**

SECTION 00660

ACKNOWLEDEMENT OF CONFORMANCE WITH OSHA

TO THE CITY OF WEST PARK:

We, \_\_\_\_\_, hereby acknowledge and agree that as Contractors for the construction of \_\_\_\_\_, Engineer's Project \_\_\_\_\_, within the limits of the City of West Park, Florida, that we have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the City of West Park and its Consulting Engineers against any and all legal liability or loss the City or the Engineer may incur due to \_\_\_\_\_ failure to comply with such act.

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
CONTRACTOR

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

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
DATE

**END OF SECTION**

SECTION 00665

TRENCH SAFETY ACT COMPLIANCE

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et seq., which became effective October 1, 1990, shall be in effect during the period of construction for the project. The Bidder, by signing and submitting the bids, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The bidder further identifies the following separate item costs of compliance with the applicable trench safety standards as well as the methods of compliance:

**Methods of Compliance**

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

(fill in methods)

Total \$ \_\_\_\_\_

Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above will result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review or assess Bidder's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonable of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et seq. cited as the "Trench Safety Act". Bidder is, and the Owner and Engineer are not, responsible to determine of any safety or safety related standards apply to the project, including but not limited tom the "Trench Safety Act".

\_\_\_\_\_  
Signature of Authorized Representative (Manual)

\_\_\_\_\_  
Name of Authorized Representative (Typed or Printed)

Sworn to and subscribed before me in the Sate and County first mentioned above of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(affix seal)  
Notary Public

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

**END OF SECTION**

SECTION 00665  
TRENCH SAFETY ACT COMPLIANCE

SECTION 00800

SUPPLEMENTARY CONDITIONS

1. DEFINITIONS

Add the following:

The term(s) "**or equal**" or "**approved equal**," shall be interpreted to mean an item or material or equipment similar to that named and which is suited to the same use and capable of performing the same function and be of the same quality as that named. Such material or equipment shall be subject to approval by the Engineer.

The term **Acceptance**, shall be interpreted to mean that the OWNER of the work is satisfied that it is fully complete and in accordance with the Contract Documents.

The term **Affidavit**, shall be interpreted as the instrument which is to be signed by the Contractor and submitted to the OWNER through the Engineer, upon completion of that job, showing that all bills have been paid. It shall also mean such instrument that may be requested by the OWNER incident to partial payments.

The term **Approval** shall be interpreted as the item in question is accepted as satisfactory.

The term **Article**, shall be interpreted as the prime subdivision of a section of these or any other Specifications, the instructions to Bidders, the Special Conditions and the General Conditions.

The term "**Provided**," as used in the Specifications upon the Drawings, shall be understood to mean "provided complete in place," that is, "furnished and installed." Where "as shown," "as indicated," "as detailed," or words of similar importance are used, it shall be understood that the references to the Drawings and/or Specifications accompanying these documents are intended unless otherwise expressly stated.

The words "**furnish**," "**furnish and**," "**install**," and "**provide**" or words with similar meaning shall be interpreted unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

2. AWARD OF CONTRACT

The award of the contract, if it is awarded, will be to the lowest responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to the OWNER's satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid forms. If the Contract is awarded, the OWNER will issue the Notice of Award and give the successful Bidder a contract for execution within one hundred and twenty (120) days after the opening of Bids.

3. FORFEITURE OF BID SECURITY

Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds to the OWNER within 10 working days or 15 calendar days of receipt of the Agreement from the Owner, shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

4. QUALIFICATION OF SUB CONTRACTORS METEIRALMEN AND SUPPLIERS

Within ten working days after bid opening, the CONTRACTOR will submit to the OWNER and the ENGINEER for acceptance a list of the names of sub contractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the work as to which the identity of the subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such subcontractor, person or organization. Acceptance of any such subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective work, material or equipment or work material or equipment not in conformance with the requirements of the contract documents.

5. DELIVERY OF BONDS

Add to paragraph 2.1

Failure of the successful Bidder to execute the Agreement and deliver the required Bonds within ten (10) days of the Notice of Award shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited.

6. COPIES OF DOCUMENTS

Add the following to paragraph 2.2

The Contractor will be furnished, free of charge, up to five (5) copies of the drawings and specifications in lieu of the ten (10) copies as stated.

7. CHANGE OF THE CONTRACT TIME

Add paragraph 12.4

Because this is a calendar day contract, normal rainfall, weather and climatic conditions, which may be reasonably expected, are not considered grounds for an extension of contract time.

8. PAYMENTS TO CONTRACTOR AND COMPLETION

Add the following to paragraph 14.13

The certificate of completion will not be issued nor the final payments made until ALL punch list items have been completed.

9. CONTRACTOR'S LIABILITY INSURANCE

Refer to General Condition 5.3

The Contractor will, at his own expense, purchase and maintain such insurance as will protect the Owner and the Contractor from claims under workmen's compensation laws, disability benefit laws or other similar employee laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, or any person other than his employees, including claims insured by usual personal injury liability coverage; from claims for injury to or destruction of tangible property including loss of use resulting therefrom – any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts may be legally liable. This insurance shall be written for not less than \$1,000,000.00 combined single limit per occurrence (no aggregate limitation) or as required by law, whichever is greater, and shall include contractual liability insurance. Before starting the work, the Contractor will file with the Owner and Engineer certificates of such insurance, acceptable to the Owner; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least 15 days after written notice is given to the Owner and Engineer. These policies shall be written to cover the Contractor and Owner jointly. The Certificate of Insurance form is included in Section 00650.

10. OWNERS INDEMNITY

Refer to General Conditions 6.30 through 6.32

- A. The Contractor shall obtain, maintain and furnish to the Owner during the life of this Contract, full Owner's Protective Liability Insurance that will protect him against all losses or claims which may arise from operations under the Contract Documents.
- B. To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER, and their officers, agents, and employees, against and from all claims and liability arising under or by reason of the Contract or any performance of the WORK, but not from the sole negligence or willful misconduct of the OWNER and/or the ENGINEER. Such indemnification by the CONTRACTOR shall include but not be limited to the following:
  - 1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR or its agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the contractor or its agents;
  - 2. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the CONTRACTOR or its agents;
  - 3. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its agents, or the OWNER in the performance of this Contract of any copyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Contract;
  - 4. Liability or claims arising directly or indirectly from the breach of any warranties, whether expressed or implied, made to the OWNER or any other parties by the CONTRACTOR or its agents;

5. Liabilities or claims arising directly or indirectly from the willful misconduct of the CONTRACTOR or its agents; and
6. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the CONTRACTOR.
- C. The CONTRACTOR shall reimburse the OWNER, and the ENGINEER for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs) incurred by said OWNER, and the ENGINEER in enforcing the provisions of this Paragraph.
- D. The indemnification obligation under this Paragraph shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any such subcontractor or other person or organization under worker's compensation acts, disability benefit acts, or other employees benefit acts.

#### 11. PROPERTY INSURANCE

Refer to General Conditions 5.6

- A. The Contractor shall, at his own expense, obtain and maintain property insurance and furnish to the Owner during the life of this Contract the full insurable value of the project. This insurance shall include the interests of the Owner, the Contractor and Subcontractors in the work shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.
- B. The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Article, except such rights as they may have to the proceeds of such insurance. The Contractor shall require similar waivers by Subcontractors.

#### 12. SALES TAX

Refer to General Conditions 6.15

The Contractor shall familiarize himself with the requirements and procedures as applicable of the State of Florida pertaining to the exemption from State Sales Tax as it may apply to the Owner.

#### 13. INDEMNITY

Refer to General Conditions 6.30 – 6.32

The Bid Items for Payment and Performance Bond premium and consideration for indemnification to Owner and Engineer are included in the Schedule of Prices and must be completed by the Bidder in order to comply with Florida Statute 725.06.

#### 14. OWNER'S RESPONSIBILITY

Refer to General Condition 8.5

Delete Paragraph 8.5 of the General Conditions in its entirety.

15. SUBSTANTIAL COMPLETION

Refer to General Conditions 14.8 and 14.9

- A. Amend the first three lines of Paragraph 14.8 of the General Conditions to read as follows: "When CONTRACTOR" considers the part of the Work described for Beneficial Occupancy in Section 00000 ready for its intended use CONTRACTOR shall in writing to OWNER and ENGINEER, certify that such Work is....."
- B. Amend Paragraph 14.9 of the General Conditions to read as follows: "Owner shall have the right to exclude CONTRACTOR from the substantially completed portion of the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list."

16. PERMITS

The Contractor will be required to obtain all required permits, including a permit from the City of West Park Building and Zoning Department, prior to the start of construction.

17. LAWS AND REGULATIONS

Refer to General Conditions 6.14

The Contractor shall obey all applicable Federal, State and local laws including but not limited to the ones listed below.

The Contractor shall comply with Executive Order No. 11246, entitled "Equal Opportunity Employment," as amended by Executive Order No. 11275, and as supplemented in Department of Labor Regulations (No. 41 CFR, Chapter 60).

The Copeland "Anti-Kickback" Act (18 U.S.C. Section 874), as supplemented in U.S. Department of Labor Regulations (29 CFR, Chapter 60).

All applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (40 U.S.C. Section 1857 et seq.) as amended and the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.) as amended.

The Florida State Statute 446.101 Apprentice and Training Employment Regulations.

Florida Industrial Code No. 8C as amended and especially 8C-29 (CB-1958), Florida Department of Commerce, Bureau of Workmen's Compensation.

18. REVIEW OF APPLICATIONS FOR PROGRESS PAYMENTS

Refer to General Conditions 14.4

Owner shall, within sixty (60) days of presentation to him of the Application for Payment with Engineer's recommendation pay Contractor the amount recommended. This is in lieu of 10 days.

19. PARTIAL AND FINAL PAYMENT PROCEDURES

Refer to General Conditions 14.4 and 14.13

- A. If the work progresses according to this Contract, the Contractor will be paid each month, 90 percent of the value of the work completed during the preceding month and 90 percent of the value of the materials not already used, but which have been furnished by the Contractor under the Specifications and satisfactorily stored on the project site, provided that such materials have been delivered and inspected and that payment therefor has been satisfactorily certified by the Contractor to the Owner and provided further that the materials, in the judgment of the Owner's Engineer are such as probably will be incorporated in the work within the next 30 days. The Contractor shall substantiate the value of stored materials for which payment is requested by submitting copies of suppliers' invoices for the stored material. For the purpose of preparing a monthly estimate for partial payment, the Contractor will make an approximate estimate of the value of all work done and materials furnished as of the last day of each calendar month, and will deduct 10 percent thereof and all previous payments and charges, and the balance will be paid by the Owner to the Contractor on or about thirty days after the submittal to the Owner. The Owner's Engineer shall review, revise and correct, if necessary, and then approve the estimate for partial payment before it is submitted by the Owner's Engineer to the Owner. The 10 percent, which are deducted each month, are reserved by the Owner as a partial guarantee to it of the faithful execution of this Contract. As a consideration of such payment of 90 percent, the Owner shall have the right to enter upon and put into proper service any or all parts of the work which may be in condition for use; however, such use shall not be construed as the final acceptance and the commencement of the one year guarantee bond period for any or all parts of the work, unless final acceptance is made for the complete project at that time. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the Owner of any part of the work so used.
- B. Upon receipt of written notice from the Contractor that the work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, the Owner's Engineer shall promptly examine the work and, making such tests as he may deem proper and using all of the care and judgment normally exercised in the examination of completed work by a properly qualified and experienced professional engineer, shall satisfy himself that the Contractor's statement appears to be correct. He shall then inform the Owner in writing that he has examined the work and that it appears to conform to the Contract Drawings, Specifications and any approved Change Orders and that therefore he recommends acceptance and final payment to the Contractor. However, it is agreed by the Owner and the Contractor that such statement by the Owner's Engineer does not in any way relieve the Contractor from his responsibility to deliver a completed job in good and workmanlike condition, and does not render the Engineer or the Owner liable for any faulty work done or materials used by the Contractor.
- C. The Owner's Engineer will then make a final estimate of the value of all work done and will deduct therefrom all previous payments, which have been made. The Owner's Engineer will report such estimate to the Owner together with his recommendation as to the acceptance of the work or his findings as to any deficiencies therein. Such recommendation as to the acceptance of the work by the Owner's Engineer will be made to his best knowledge and behalf. After receipt and acceptance by the Owner of the properly executed Affidavit and the Release of Lien and within 60 days after approval of the Engineer's estimate and recommendation by the Owner, the amount of the estimate, less any charges or damages herein provided for, will be paid. Upon such final payment, the Owner shall be released by the Contractor from all liability whatever growing out of this Contract, except for the balance, if any, of such amount as may have been retained to

cover charges, claims or damages, as specified; and if the Owner is satisfied that no such charges, claims or damages exist or will arise, no such amount will be retained. All prior estimates are subject to correction in the final estimate.

- D. Each request for a partial payment shall be submitted on an Application for Payment Form shown on Page 00800-08-09 which shall be accompanied by an executed copy of the Certification of Contractor shown on Page 00800-12.
- E. Measurement and payment for work items for which direct payment is provided will be achieved as required by the Technical Specifications. When no direct payment for work or materials is required in General Conditions, the Special Conditions, the Proposal, the sections of the Technical Specifications or in other parts of the Contract Documents or shown, indicated or noted on the Drawings, compensation therefor shall be included in the Contract Unit or Lump Sum Prices for the several pay items under this Contract and shown and listed in the Proposal.
- F. When the work has been completed, the Contractor shall execute a Final Release of Lien and an Affidavit declaring that all bills have been paid in full.
- G. These final documents will be furnished to the Owner in a form similar to those that appear on Pages 00800-10 and 14.

APPLICATION FOR PAYMENT

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

APPLICATION FOR PAYMENT NO. \_\_\_\_\_

To: \_\_\_\_\_ (OWNER) Project No.: \_\_\_\_\_  
From: \_\_\_\_\_ (CONTRACTOR)  
Contract for: \_\_\_\_\_  
\_\_\_\_\_

For work accomplished through the date of: \_\_\_\_\_, 200 \_\_\_\_.

**SUMMARY OF CONTRACT AMOUNTS**

- 1. Original Contract Price : ..... \$ \_\_\_\_\_
- 2. Change Orders No. Through : ..... \$ \_\_\_\_\_
- 3. Contract Price with all approved Change Orders : ..... \$ \_\_\_\_\_
- 4. Work completed to date : ..... \$ \_\_\_\_\_
- 5. Less (10%) Retainage : ..... \$ \_\_\_\_\_
- 6. Amount due to date : ..... \$ \_\_\_\_\_
- 7. Less previous payments (or applications) : ..... \$ \_\_\_\_\_
- 8. AMOUNT DUE THIS APPLICATION : ..... \$ \_\_\_\_\_

*Note: This application must be accompanied with the Certification of Contractor Form  
And worksheet for completed items as shown on Page 00000- .*

Accompanying Documentation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: \_\_\_\_\_, 200 \_\_\_\_

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

By: \_\_\_\_\_  
Project Manager

**APPLICATION FOR PAYMENT NO. CONTRACTOR'S  
SCHEDULE OF COMPLETED WORK ITEMS**

Project: \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_

Owner's Contract No.: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_

For work accomplished through the date of: \_\_\_\_\_ 20 \_\_\_\_.

Item No.	Description	ORIGINAL CONTRACT QUANTITIES				WORK COMPLETED	
		Quantity	Unit	Unit Price	Amount	Quantity	Amount
	Total (Original Contract)				\$ -		\$ -
	Change Order No. 1:				\$ -		\$ -
	Change Order No. 2:				\$ -		\$ -
	PROJECT TOTAL:				\$ -		\$ -

**AFFIDAVIT**

STATE OF FLORIDA            )  
  : ss  
COUNTY OF BROWARD        )

Before me, the undersigned authority to administer oaths and take acknowledgements, personally appeared \_\_\_\_\_, who, after being first duly sworn, upon oath deposes and says that all lienors contracting directly with, or directly employed by (him, them, it) and that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act) as amended, have been paid and discharged, and that all bills, wages, fees, claims and other charges incurred by \_\_\_\_\_ in connection with the construction of \_\_\_\_\_ have been paid in full.

SIGNED: \_\_\_\_\_

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

WITNESSES:

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

SWORN AND SUBSCRIBED TO BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ A.D.

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

**AFFIDAVIT REGARDING EQUIPMENT STORAGE AND STAGING YARD**

The undersigned agrees to secure prior to construction an off-site equipment storage and staging yard (lot) outside of the public right of way. The expense for this yard shall be included as part of bid item 4.06 Mobilization.

The undersigned further agrees to avoid overnight storage of equipment in the public right-of- way. Failure to comply with this requirement shall result in a penalty in the amount of \$250 per incident plus any costs incurred by the City. Furthermore, the City reserves the right to have towed away any equipment left in the right-of way overnight at the bidder’s expense. The undersigned agrees to pay any additional cost incurred to retrieve towed and impounded equipment.

By: \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Printed Name of Bidder and Title

\_\_\_\_\_  
Printed Name of the Firm

\_\_\_\_\_  
Address of the Firm

The foregoing instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by

\_\_\_\_\_  
(Authorized Representative)

of \_\_\_\_\_, who is personally known to me or who  
(Corporation, Partnership, etc.)

has produced \_\_\_\_\_ as identification and who did/did not take an  
oath.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
(Print of Stamp Name of Notary)

\_\_\_\_\_  
(Expiration Date)

Notary Public – State of \_\_\_\_\_

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on Application for Payment No. \_\_\_\_\_ are correct, that all work has been performed and/or materials supplied in full accordance with the terms and conditions of this Contract, dated \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Contractor).

I further certify that all just and lawful bills against the undersigned and his subcontractors and suppliers for labor, material and equipment employed in the performance of this Contract have been paid in full accordance with their terms and conditions; that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged; and that there are no Vendor's, Mechanic's or other Liens or rights to liens or conditional sales contracts which should be satisfied or discharged before such payment is made.

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

Contractor: \_\_\_\_\_

STATE OF FLORIDA     )  
  : ss  
COUNTY OF BROWARD )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ known (or made known) to me as the \_\_\_\_\_ (Owner) (Partner) (Corporate Officer) - Give Title of \_\_\_\_\_ (Contractor(s), who subscribed and swore to the above instrument in my presence.

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

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

PARTIAL RELEASE OF LEIN

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ for and in consideration of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) paid to \_\_\_\_\_ by the \_\_\_\_\_, receipt of which is hereby acknowledged, do(es) hereby release and quitclaim to the City of West Park, the Owner, its successors or assigns, all liens, lien rights, claims or demands of any kind whatsoever which \_\_\_\_\_ now has (have) or have against the property, building, and/or for any incidental expense for the construction of:

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

thereon or in otherwise improving said property situated as above described.

IN WITNESS WHEREOF \_\_\_\_\_ have (has) hereunto set \_\_\_\_\_ hand and seal \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. A.D.

WITNESS:

\_\_\_\_\_ (Seal)

SWORN AND SUBSCRIBED TO BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D.

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

FINAL RELEASE OF LEIN

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_ for and in consideration of the sum of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) )  
paid to \_\_\_\_\_ by the \_\_\_\_\_, receipt of which is  
hereby acknowledged, do(es) hereby release and quitclaim to the City of West Park, the Owner, its  
successors or assigns, all liens, lien rights, claims or demands of any kind whatsoever  
which \_\_\_\_\_ now has (have) or have against the property, building, and/or for any  
incidental expense for the construction of:

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

thereon or in otherwise improving said property situated as above described.

IN WITNESS WHEREOF \_\_\_\_\_ have (has) hereunto  
set \_\_\_\_ hand and seal \_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. A.D.

WITNESS:

\_\_\_\_\_ (Seal)

SWORN AND SUBSCRIBED TO BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. A.D.

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

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

SECTION 01000

GENERAL REQUIREMENT

**PART 1 GENERAL**

**1.01 DESCRIPTION OF WORK**

- A. The Contractor shall furnish all labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and other means of construction necessary or proper for performance and completion of all work included in this Contract. The Summary of Work can be found in Section 01010 - Summary of Work. The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Owner and Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. The Contractor shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.
- B. The cost of incidental work described in these GENERAL REQUIREMENTS, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made therefor.
- C. Contractor is advised that the equipment arrangements as shown on the Drawings may vary with different manufacturers and Contractor is responsible at no cost to Owner (City of West Park) for making the changes necessary to accommodate the specific equipment installed.
- D. Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the Contractor of the responsibility of furnishing the item as part of the work at no additional cost to Owner.
- E. The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions, or Drawing Sheets. The Drawings and Specifications establish minimum standards of quality for this Project. They do not purport to cover all details entering into the design and construction of materials or equipment.
- F. Where portions of the work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications governing items of work that differ from these specifications, the most stringent requirements shall apply.
- G. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies or privately owned by individuals, firms or corporations, used to

serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water or other public or private property which may be affected by the work shall be deemed included hereunder.

- H. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition and extent of all such installations and structures as may be encountered and as may affect the construction operations.
- I. The Contractor shall protect all public utility installations and structures from damage during the work. The Contractor shall so arrange his operations as to avoid any damage to these facilities. All required protective devices and construction including but not limited to temporary pipe supports shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor which are shown on the Plans or have been located in the field by the utility shall be repaired by the Contractor, at his expense, as directed by the Owner or Engineer. No separate payment shall be made for such protective devices or repairs to public utility installations or structures.
- J. The Contractor shall be solely and directly responsible to the Owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.
- K. Neither the Owner nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.
- L. Public utility installations or structures owned or controlled by the Owner or another governmental body which are shown on the Drawings to be removed, relocated, replaced or rebuilt by the Contractor shall be considered as a part of the general cost of doing the work and shall be included in the prices bid for the various contract items. No separate payment shall be made therefore.
- M. Where public utility installations or structures owned or controlled by the Owner, another governmental body or public agency are encountered during the course of the work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Owner or Engineer, removal, relocation, replacement or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction, or such work may be ordered, in writing by the utility for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction, it will be carried out expeditiously and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the Agreement.
- N. In the event of interruption to domestic water, sewer, storm drain or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is granted.

- O. The Contractor shall, at all times in performance of the work, employ approved methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage or destruction of public utility installations and structures; and shall, at all times in the performance of the work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the Owners thereof to that end.
- P. The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the owner of the utility.
- Q. The Contractor shall give written notice to Owner and other governmental utility departments and other Owners of public utilities of the location of his proposed construction operations, at least forty-eight (48) hours in advance of breaking ground in any area or on any unit of the work.

**1.02 QUALITY ASSURANCE**

- A. Laws and Regulations: Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work. If Contractor observes that the Specifications or Drawings are at variance therewith, Contractor shall give Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If Contractor performs any work, knowing or having reason to know, that it is contrary to such laws, ordinances, rules, and regulations, and without such notice to Engineer, Contractor shall bear all costs arising therefrom. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules, and regulations.

**1.03 JOB CONDITIONS**

- A. Permits and Licenses: Contractor shall be responsible for verifying the existence of all necessary permits and licenses prior to start of work, obtaining copies, and for complying with provisions or requirements which relate to the performance of construction activities.
- B. Owner will obtain the following permits:
  - 1. **Broward County Department of Environmental Protection (DERM)**
  - 2. **Broward County Public Works Department**
- C. Any other permits which may be required shall be the Contractor's responsibility obtain. Contractor will be required to pay any fees associated with these permits, and any other building permit fees as required.

**1.04 WORK SEQUENCE**

- A. The work shall proceed in a systematic manner so that public inconvenience during construction is minimized.
  - 1. Contractor shall notify the City of West Park Public Works Department 48 hours prior to beginning construction.

2. Contractor shall be responsible for verifying by potholing all utility locations prior to commencement of construction. In addition to those utilities typically located, the contractor shall have the signal interconnect conduits and streetlight conduits located.
- B. Continuous operation of the Owner's existing system is of critical importance. Connections to existing services of utilities, or other work that requires the temporary shutdown of any existing operations or utilities, shall be planned in detail with appropriate scheduling of the work and coordinated with the Owner or Engineer. The approved schedule for shutdown or restart shall be indicated on the Contractor's Progress Schedule, and advance notice shall be given 48 hours in advance so that the Owner or Engineer may witness the shutdown, tie-in, and start-up.
  - C. All materials and equipment (including emergency equipment) necessary to expedite the tie-in shall be on hand prior to the shutdown of existing services or utilities.
  - D. At no time shall the Contractor undertake to close off any lines or open valves or take any other action that would affect the operation of the existing system, except as specifically required by the Drawings and Specifications and after approval is granted by the Owner. Request approval five (5) working days in advance of the time that interruption of the existing system is required.
  - E. A detailed sequence of construction shall be submitted by the Contractor and approved by the Engineer before any work is started. The City of West Park reserves the right to make changes to the sequence as necessary to facilitate the work or to minimize any conflict with operations. The hours of work shall be 7:30 a.m. to 5:00 p.m., Monday through Friday, with exception of holidays. All work outside these normal work hours shall be pre-approved by the City of West Park and all cost for overtime by the City.

#### **1.05 USE OF PREMISES**

- A. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. No storage of materials will be allowed on the site. Excavation must be removed from the site as it is dug. Materials will be brought to the site when needed.
- B. Contractor shall maintain roadways open to two way traffic at all times. Contractor shall backfill or steel plate, as directed by the Engineer, all trenches at the end of each workday so as to provide a surface passable by standard vehicular traffic.
- C. Contractor shall conduct his work in such a manner as to avoid damage to private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers or the interruption of utility service, shall be repaired or restored promptly at no additional expense to Owner.
- D. Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing Engineer with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties that may be used for material storage.

- E. Contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site that do not reasonably interfere with the construction, as determined by Engineer. Contractor shall be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials, or tracking of grass by equipment. Contractor shall be liable for, or shall be required to replace or restore at no additional cost to Owner, all vegetation that is destroyed or damaged.
- F. During the daily progress of the work, Contractor shall keep daily the premises free from accumulations of waste materials, rubbish, and other debris resulting from work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises daily, as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.
- G. Contractor shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

**1.06 TEMPORARY CONSTRUCTION UTILITIES AND FACILITIES**

- A. The Contractor shall provide and maintain sanitary facilities for his employees and his subcontractors' employees that will comply with the regulations of the local and state Departments of Health and as directed by the Engineer. The Owner will provide a place of connection for temporary water, if required, for testing at the site, all fees for water service will be paid for by the Contractor. The Contractor shall provide all temporary piping required to bring the water to the point of use and shall remove the piping when no longer needed.
- B. The Contractor shall be responsible for obtaining a source of electric power for construction. All temporary electric power installation shall meet the construction safety requirements of OSHA, state, and other governing agencies. Cost of electric power shall be borne by the Contractor.

**1.07 SUBMITTALS DURING CONSTRUCTION**

- A. Requirements in this section are in addition to any specific requirements for submittals specified in other sections of the Contract Documents. Submittals shall be addressed to:

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

- B. Prior to the start of construction, the Contractor shall submit a detailed plan for the sequencing of his construction and proposed tie-in to the existing force main for review and approval.

- C. The Contractor agrees that shop drawing submittals processed by the Engineer do not become Contract Documents and are not Change Orders; that the purpose of the shop drawing review is to establish a reporting procedure and is intended for the Contractor's convenience in organizing his work and to permit the Engineer to monitor the Contractor's progress and understanding of the design.

**1.08 SHOP DRAWINGS REQUIREMENTS**

- A. Shop drawings referred to herein shall include both shop and setting drawings, proposed laying schedules, and other submittals for both shop and field-fabricated items. Submittals shall include but not necessarily be limited to:
  - 1. Each item of equipment and/or materials listed in the project equipment and material schedules
  - 2. Miscellaneous metals
  - 3. Piping layout and dimension drawings
- B. The submittals shall include satisfactory identification of items, units, and assemblies in relation to the specification section number and the system or equipment identification or tag number shown on the Drawings, or as provided in the applicable specification section.
- C. Should the Contractor propose any item on his shop drawings, or incorporate an item into the work, and that item should subsequently prove to be defective or otherwise unsatisfactory (regardless of the Engineer's preliminary review), the Contractor shall, at his own expense, replace the item with another item that will perform satisfactorily.

**1.09 RECORD DRAWINGS**

- A. During the entire construction operation, the Contractor shall maintain records of all deviations from the Drawings and Specifications and shall prepare therefrom "record" drawings showing correctly and accurately all changes and deviations from the work made during construction to reflect the work as it was actually constructed. Each month, or as otherwise agreed, the Contractor shall submit to the Engineer a current listing and description of each change incorporated into the work since the preceding submittal. These drawings shall conform to recognized standards of drafting and shall be neat and legible. One (1) set of reproducible mylar "as-builts" shall be submitted for Owner.

**1.10 PRECONSTRUCTION CONFERENCE**

- A. Within five (5) working days following execution of the Contract but before work at the site starts, the Contractor shall meet with the City of West Park and its Engineer for discussion of scheduling requirements, procedures for handling shop drawings and other submittals, for processing applications for payment, and to establish a working understanding among the parties as to the work.

**PART 2 PRODUCTS**

**2.01 OWNER-FURNISHED ITEMS**

- A. There are no anticipated items to be furnished by the Owner for this project.
- B. If the Owner elects to furnish an item for this project, the Contractor's responsibility for material furnished by Owner shall begin at the point of its delivery to Contractor that is at the Owner's storage yard and not the project site. Materials already on the site shall become Contractor's responsibility on the day of the execution of the Agreement. Contractor shall examine all materials furnished by Owner at the time and place of delivery and shall call any defective material to the attention of Owner. Any material furnished by Owner and installed by Contractor without discovery of such defects will, if found defective prior to final acceptance of the work, be replaced with sound materials by Owner.
- C. Contractor, however, shall at his own expense furnish all supplies, labor, and facilities necessary to remove said defective material and install the sound material in a manner satisfactory to Engineer.
- D. All materials furnished by Contractor shall be delivered and distributed at the site by Contractor. Materials furnished by Owner shall be picked up by Contractor at Owner's storage yard, and then hauled to and distributed at the site.
- E. Payment for handling Owner-furnished material shall be included in the Bidder's applicable unit prices for installing the material.

**PART 3 EXECUTION**

- A. Not Used.

**END OF SECTION**

SECTION 00950  
PROJECT SIGN

SECTION 00900

ADDENDUM