

**CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FLORIDA 34102
PH: 239-213-7100 FX: 239-213-7105**

ADDENDUM NUMBER 2

NOTIFICATION DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE & TIME:
03/31/14	Option T-2 Reclaimed Water Distribution System Expansion	14-031	04/07/14 3:00 PM

**THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO,
AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.**

The following clarifications are issued as an addendum identifying the following changes for the referenced solicitation:

The City of Naples Utilities Department desires to include additional, but currently un-specified, reclaimed water improvements to the contract resulting from this bid #14-031. The additional transmission main improvements are currently under design by the City's Reclaimed Water Consultant – Weston & Sampson, and are generally shown in EXHIBIT A.

No additional cost response is required for this bid, but the additional project scope will be negotiated with the awarded T-2 project contractor.

EXHIBIT A

- **REVISED SCOPE OF SERVICES & PRICE/BID SCHEDULE.** This Exhibit replaces in its entirety pages 15-18 of the original bid document.

EXHIBIT B

- **REVISED SECTION STS-01010 - SUMMARY OF WORK.** This Exhibit replaces in its entirety pages 23 through 31 of the original bid document.

IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.

EXHIBIT A

SCOPE OF SERVICES & PRICE/BID SCHEDULE

A. OVERVIEW

The City of Naples' desires to expand its reclaimed water distribution system. Weston & Sampson was contracted to develop plans and specifications for the project consisting the installation of a new 8-inch reclaimed water main along Gulf Shore Boulevard North (north of Park Shore Drive and south of Harbour Drive), including all necessary appurtenances for a complete and working system.

B. DESCRIPTION OF WORK

Description of Work: All work for the Project shall be constructed in accordance with the Drawings and Specifications prepared by Weston & Sampson. The proposed improvements will be awarded, if award is made, and constructed under one Contract. Bids shall be submitted to furnish, deliver and install all materials, equipment and services, including labor, for the Work defined herein.

I. BID PACKAGE / SCHEDULE

Bidder submits the following prices to perform all the work as required by the Drawings and Specifications for the construction of the **City of Naples, RECLAIMED WATER MAIN EXPANSION: OPTION T-2**

<i>DIVISION 1 - MOBILIZATION & MAINTENANCE OF TRAFFIC</i>					
<i>Item</i>	<i>Item Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Cost</i>	<i>Extended Price</i>
1-1	Mobilization/Demobilization	LS	1		
1-2	Preconstruction Audio/Video Recording	LS	1		
1-3	Maintenance of Traffic	LS	1		
1-4	Preparation of As-built Drawings	LS	1		
<i>Place sub-total at right, and also on Summary of bid proposal</i>			DIVISION 1 SUB- TOTAL		

DIVISION 2- RECLAIMED WATER

<i>Item</i>	<i>Item Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Cost</i>	<i>Extended Price</i>
2-1 Furnish & Install Reclaimed Water Main (RWM)					
2-1A	4" HDPE RWM DR-11 (directional drill method)	LF	260		
2-1B	6" HDPE RWM DR-11 (directional drill method)	LF	1,950		
2-1C	8" PVC RWM DR-14, Class 200 (trench method)	LF	5,700		
2-2 Furnish & Install Valves & Boxes					
2-2A	4" Gate Valve	EA	3		
2-2B	6" Gate Valve	EA	4		
2-2C	8" Gate Valve	EA	12		
2-3 Furnish & Install Reclaimed Water Fire Hydrant Assemblies					
2-3A	Fire Hydrant Assembly (NEW)	EA	7		
2-4 Furnish & Install Reclaimed Water Services Short-Service is located on same side of roadway as main or in median Long-Service is located on opposite side of roadway from main					
2-4A	1" Reclaimed Water Services (Short)	EA	1		
2-4B	2" Reclaimed Water Services (Short)	EA	40		
2-4C	1" Reclaimed Water Services (Long)	EA	1		
2-4D	2" Reclaimed Water Services (Long)	EA	11		
2-5 Furnish & Install Connections to Existing Reclaimed Water Main					
2-5A	Connect to Existing 12-inch Main at Park Shore Drive	LS	1		
2-5B	Connect to Existing 12-inch Main at Harbour Drive	LS	1		
2-6 Disposal of Unsuitable Material					
2-6A	Disposal of Unsuitable Material	CY	250		
2-7 Surface Restoration					
2-7A	Surface Restoration	LS	1		
Place sub-total at right, and also on Summary of bid proposal			DIVISION 2 SUB- TOTAL		

DIVISION 3 – ALLOWANCE FOR ADDITIONAL RECLAIMED WATER IMPROVEMENTS (PLANS/SPECIFICATIONS TO BE PROVIDED AFTER BID AWARD)					
Item	Item Description	Unit	Qty	Unit Cost	Extended Price
3-1 Allowance for Additional Reclaimed Water Improvements					
3-1A	Allowance for Additional Reclaimed Water Improvements	Allowance	1	1,500,000	1,500,000.00
Place sub-total at right, and also on Summary of bid proposal				DIVISION 3 SUB-TOTAL	\$ 1,500,000.00

BID PROPOSAL SUMMARY		
DIVISION 1 - Mobilization & Maintenance of Traffic	Sub-total	
DIVISION 2 - Reclaimed Water Main	Sub-total	
DIVISION 3 – Allowance for Additional Reclaimed Water Improvements	ALLOWANCE	1,500,000.00
City Controlled Contingency	ALLOWANCE	100,000.00
TOTAL AMOUNT BID		

Descriptions of the various payment items are more fully described in Exhibit A, Section 01026-Measurement and Payment.

EXHIBIT B

SECTION STS-01010 SUMMARY OF WORK

PART 1 GENERAL

The OWNER's technical specifications for Summary of Work are supplemented as follows:

1.1 OVERVIEW

- A. The City of Naples, Florida desires to expand its reclaimed water distribution system.
- B. Weston & Sampson was contracted to develop plans and specifications for the reclaimed water project consisting of the installation of a new 8-inch reclaimed water main, including all necessary appurtenances for a complete and working system.

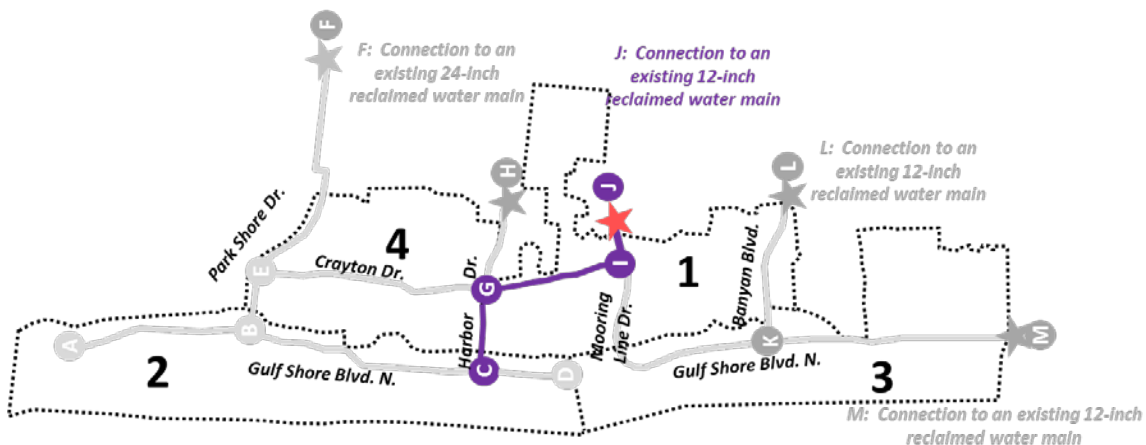
The project location is on Gulf Shore Boulevard North, north of the intersection with Park Shore Drive to Seagate Drive and south of the intersection with Harbour Drive to the cul-de-sac.

1.2 DESCRIPTION OF WORK

- A. All work for the Project shall be constructed in accordance with the Drawings and Specifications prepared by Weston & Sampson (Exhibit A).
- B. The proposed improvements will be awarded, if award is made, and constructed under one Contract.
- C. Bids shall be submitted to furnish, deliver and install all materials, equipment and services, including labor, for the Work defined herein.

1.3 SPECIAL NOTE ON PROJECT ALLOWANCE ON BID FORM

The City of Naples Utilities Department desires to include additional, but currently un-specified, reclaimed water improvements to this contract. The following transmission main improvements are currently under design by the City's Reclaimed Water Consultant – Weston & Sampson.



The reclaimed water transmission improvements may generally consist of the following:

STREET	MAP SEGMENT	DESCRIPTION
Harbor Drive	CG	Approximately 700 feet of 16-inch HDPE horizontal directional drill and approximately 1,200 feet of 12-inch PVC reclaimed water main, including services, valves and fire hydrants for a complete and working system
Crayton Drive	GI	Approximately 3,300 feet of 12-inch PVC reclaimed water main, including services, valve and fire hydrants for a complete and working system
Mooring Line Drive	IJ	Approximately 1,000 feet of 12-inch PVC reclaimed water main, including services, valves and fire hydrants for a complete and working system

As such, a bid item has been established for additional reclaimed water system improvements with an allowance established in the amount of \$1,500,000.

- A. The final design and scope of work will be provided by the City of Naples after award of this contract.
- B. It is intended to have the work completed within 180 days of contract notice to proceed
- C. Final cost of performing this work (as defined in a negotiated schedule of unit costs and/or values), IF agreed upon between the CITY and CONTRACTOR, will be charged against the designated allowance provided in the bid documents.
- D. CITY retains the right to delete any or all of this work from the CONTRACT

END OF SECTION STS-01010

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Explanation and Definitions
- B. Measurement
- C. Payment
- D. Schedule of Values

1.2 EXPLANATION AND DEFINITIONS

- A. The following explanation of the Measurement and Payment for the Bid Schedule items is made for information and guidance. The omission of reference to any item in this description shall not, however, alter the intent of the Bid Schedule or relieve the CONTRACTOR of the necessity of furnishing such as a part of the Contract. Measurement and payment for all Contract Items shall made be in accordance with this section or as modified by the Supplemental Terms and Conditions.

1.3 MEASUREMENT

- A. The quantities set forth in the Bid Schedule are approximate and are given to establish a uniform basis for the comparison of bids. The CITY reserves the right to increase or decrease the quantity of any class or portion of the work during the progress of construction in accord with the terms of the Contract.

1.4 PAYMENT

- A. Make payment for the items listed on the Bid Schedule on the basis of the work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, clean up, restoration of disturbed areas, and all other appurtenances to complete the construction and installation of the work as shown on the drawings and described in the specifications.
- B. Unit prices are used as a means of computing the final figures for bid and Contract purposes, for periodic payments for work performed, for determining value of additions or deletions and wherever else reasonable

1.5 SCHEDULE OF VALUES

- A. Approval of Schedule: Submit for approval a preliminary schedule of values, in duplicate, for all of the Work. Prepare preliminary schedule in accordance with the Supplemental Terms and Conditions. Submit preliminary schedule of values within 10 calendar days after the Effective Date of the Agreement. Submit final schedule of values in accordance with the Supplemental Terms and Conditions.
- B. Format: Utilize a format similar to the Table of Contents of the Project Specifications. Identify each line item with number and title of the major specification items. Identify site mobilization, bonds and insurance. Include within each line item, a direct proportional amount of CONTRACTOR's overhead profit.
- C. Revisions: With each Application for Payment, revise schedule to list approved Change Orders.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3. 1 MEASUREMENT AND PAYMENT

- A. Make payment on the basis of work actually performed completing each item in the Bid, such work including, but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, cleanup, and all other appurtenances to complete the construction and installation of the work to the configuration and extent as shown on the drawings and described in the specifications. Payment for each item includes compensation for cleanup and restorations. Cost of cleanup and surface restorations (including pavement replacement) will be considered as the percentage retained in accordance with the Contract Documents, and complete payment will not be made until cleanup, restorations and as-builts are completed.

DIVISION 1 MOBILIZATION & MAINTENANCE OF TRAFFIC

1. 1 MOBILIZATION/DEMOBILIZATION:

General Description: Perform preparatory work and operations in mobilizing for beginning work on the project

What Pay Item Includes: This item shall include, but is not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.

This pay item includes, but is not limited to, all necessary engineering surveys for construction to establish reference points, which will be necessary to proceed with the Work. This survey work includes all required alignment stakeout for potable water mains, reclaimed water mains, and wastewater force mains required for construction of a complete, acceptable, operable installation within the road rights of way.

Include the costs of bonds and any required insurance and any other pre-construction expense necessary for the start of the work, excluding the cost of construction materials.

Payment Determination: Payment for mobilization will be made for at the Contract lump sum price, not to exceed 5% of other bid items.

1. 2 PRECONSTRUCTION AUDIO/VIDEO RECORDING

General Description: Furnishing and delivering a Pre-construction Audio/Video Recording of the project site.

What Pay Item Includes: This item includes, but is not limited to, all labor, equipment and materials necessary to provide color videos showing pre-construction site conditions of all public and private property within the scope of construction.

Payment Determination: Payment shall be made at the Contract lump sum price.

1. 3

MAINTENANCE OF TRAFFIC

General Description: Maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work.

What Pay Item Includes: Construct and maintain detours. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified on the plans. Maintenance of Traffic includes all facilities, devices and operations as required for safety and convenience of the public within the work zone.

Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work, and repair any damage to existing pavement open to traffic.

This item includes material and labor for all maintenance of traffic needed to complete the work. Include the cost of any work that is necessary to meet the requirements of the Contract Documents under the MOT pay item, when there is not a pay item provided.

Payment Determination: Payment for Maintenance of Traffic will be made at the Contract lump sum price.

1. 4

PREPARATION OF AS-BUILT DRAWINGS

General Description: Preparation of digital and paper copy of as-built drawings to be submitted to OWNER.

What Pay Item Includes: This item shall include, but is not limited to, all labor, equipment, certifications and materials necessary to provide the OWNER with five (5) paper sets of prints and one (1) electronic file of as-built information of the project. Current acceptable software platform is AutoCAD 2000 or later. AutoCAD drawings will only be acceptable if drawn to the NAD 1983 State Plane Florida East (feet) coordinate system and with the United States Survey Feet (USFEET) units, as established by a registered Florida surveyor and mapper. The following items shall be accurately depicted on the Record Drawings:

- State plane coordinate values to the nearest hundredth for all fire hydrants, fittings (water and wastewater), manholes, meters, and valves.(ie E: 698055.12 N: 839365.27)
- Pipeline runs in excess of 500 feet without fittings shall include vertical alignments and coordinates at 500-foot intervals.
- Each main will be marked with its size and type of material.
- Each fitting will be marked with its size.
- Each fitting will be marked with its material if the material is different than the main's material.
- Valves will be marked with their size and type.
- Each service / lateral will be marked with its size.

- Each water service line will be marked with its material unless the material is specified in a note or detail.

Payment Determination: Payment for signed and sealed As-built drawings shall be made at the Contract lump sum price.

DIVISION 2 RECLAIMED WATER DISTRIBUTION

2. 1 FURNISH AND INSTALL RECLAIMED WATER MAINS

General Description: Furnish and install reclaimed water mains (various sizes and types).

What Pay Item Includes: This item includes, but is not limited to, all necessary fittings, labor, equipment and materials for the furnishing and installation of the pipe by required methods, clearing and disposal of trees and bushes, all required fittings, pipe coatings, linings, signs, dewatering, compaction, pipe bedding, backfilling, compaction testing, sheeting, restrained joint piping, mylar detectable tape, tracer wire, clamps, harnessing, plugs and caps, adapters, couplings, locate balls, stubs, endcaps for future connections, excavation of all material encountered including rock, excavation of all road base materials encountered including soil-cement, excavation of entry and exit pits for directional drilling, clean-up, cleaning/flushing, and testing, for a complete, acceptable, and operable installation.

Payment Determination: Payment will be made at the Contract unit price per lineal foot for the pipe in place. Measurements of the pipe shall be to the nearest foot along the centerline including the lengths of valves and fittings. Lineal footage measurement shall be horizontal.

2. 2 FURNISH AND INSTALL VALVES AND BOXES

General Description: Furnishing and install valves and boxes (various sizes and types).

What Pay Item Includes: This item includes, but is not limited to, all necessary fittings, labor, equipment and materials for the furnishing and installation of valve, box, valve stem, valve box extensions, dewatering, compaction, pipe bedding, backfilling, compaction testing, sheeting, restrained joint piping, mylar detectable tape, tracer wire, clamps, harnessing, plugs and caps, adapters, locate balls, excavation of all material encountered including rock, excavation of all road base materials encountered including soil-cement, clean-up, flushing/cleaning, and testing, for a complete, acceptable, and operable installation. This item also includes the installation of base material below the valve in accordance with the detail shown in the Plans.

Payment Determination: Payment will be made at the Contract unit price per valve acceptably installed.

2. 3 FURNISH AND INSTALL RECLAIMED FIRE HYDRANT ASSEMBLIES

General Descriptions: Furnish and Install Fire Hydrant Assemblies.

What Pay Item Includes: This item includes, but is not limited to, the tee installed on the utility main, all necessary fittings, valve, box and all necessary labor,

materials and equipment for installation, including valve stem and valve box extensions, joint restraint from the valve to the tee and necessary piping from the tee to the hydrant location with the installation of barrel section to meet finished grade, blue reflector, and excavation of material encountered including rock, and complete restoration. All piping shall be six inch (6") ductile iron pipe from the tee to hydrant. The CONTRACTOR shall be responsible to set the hydrant to grade in accordance with the detail shown on the Plans.

Payment Determination: Payment will be made at the Contract unit price for each fire hydrant assembly acceptably installed.

2. 4 FURNISH AND INSTALL RECLAIMED WATER SERVICES

General Description: Furnish and install water services (various sizes and types).

What Pay Item Includes: This item includes, but is not limited to, all necessary fittings, labor, equipment and materials for the furnishing and laying of the pipe, fittings, connections, corporation stops, curb stops, meter box, concrete work, bollards, backflow preventers, basket strainers, tapping saddles, protection of existing utilities and facilities, signs, dewatering, compaction, pipe bedding, backfilling, sheeting, restrained joint piping, mylar detectable tape, tracer wire, clamps, harnessing, saddles, plugs and caps, adapters, locate balls, excavation of material encountered including rock, base material, clean-up, restoration, flushing/cleaning, and testing, for a complete, acceptable, and operable installation as shown on the appropriate details.

Payment Determination: Payment will be made at the appropriate Contract unit price per each polyethylene short side and long side service acceptably installed.

2. 5 FURNISH AND INSTALL CONNECTIONS TO EXISTING UTILITY MAIN

General Descriptions: Furnish and install all pipe and fittings required to connect to existing mains (size varies).

What Pay Item Includes: This item includes, but is not limited to, all necessary piping, fittings, labor, equipment and materials for connecting to existing utility mains, signs, dewatering, compaction, pipe bedding, backfilling, compaction testing, sheeting, restrained joint piping, mylar detectable tape, tracer wire, clamps, harnessing, plugs and caps, adapters, couplings, locate balls, excavation of all material encountered including rock, excavation of all road base materials encountered including soil-cement, clean-up, flushing/cleaning, and testing, for a complete, acceptable, and operable installation.

Payment Determination: Payment will be made at the Contract lump sum price for connections to existing utility mains.

2. 6 DISPOSAL OF UNSUITABLE MATERIAL

General Descriptions: Removal and disposal of material that is, in the opinion of the Engineer, is unsuitable for use as backfill or as foundation. Unsuitable material does not include material that is suitable for backfill with the exception that it contains stones larger than permitted.

What Pay Item Includes: This item includes the excavation of unsuitable material, disposal of unsuitable material, and furnishing, installing and compacting, approved backfill materials.

Payment Determination: Payment will be made at the Contract unit price per each cubic yard of unsuitable material removed and replaced as required by the Engineer.

2. 7 SURFACE RESTORATION

General Descriptions: Restoration of all surfaces disturbed by the Contractor's operations.

What Pay Item Includes: This item includes replacement of sod, shrubs, trees, roadway base material, pavement, driveways, culverts, storm sewers, mailboxes, sidewalks, curbing, gutters, and all other surface materials not specifically designated in the Bid, cleanup, testing, and all other work for a complete installation.

Payment Determination: Payment will be made at the Contract lump sum price for surface restoration.

DIVISION 3 ALLOWANCE FOR ADDITIONAL RECLAIMED WATER TRANSMISSION IMPROVEMENTS

3. 1 FURNISH AND INSTALL ADDITIONAL RECLAIMED WATER TRANSMISSION IMPROVEMENTS

General Description: Furnish and install reclaimed water system improvements (various sizes and types).

What Pay Item Includes: See STS-01010 SUMMARY OF WORK, Paragraph 1.3

Payment Determination: See STS-01010 SUMMARY OF WORK, Paragraph 1.3

3-1. APPLICATION FOR PAYMENT

- A. Prior to submitting first monthly Application for Payment, Contractor shall submit to Engineer, for review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the Engineer, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment.
- B. Prior to submitting first monthly Application for Payment, Contractor shall submit to The City a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.
- C. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the City in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the City has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the City's interest therein, all of which shall be subject to the City's satisfaction.

- D. Contractor shall submit one (1) copies of its monthly Application for Payment to the Engineer for work performed during the previous month. Within ten (10) calendar days after receipt of each Application for Payment, the Engineer shall either:
1. indicate his approval of the requested payment;
 2. indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or
 3. return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment.

In the event of a total denial and return of the Application for Payment by the Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment. The City shall, within thirty (30) calendar days after the Engineer's approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the City be obligated to pay any amount greater than that portion of the Application for Payment approved by the Engineer.

- E. The City shall retain ten (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the Engineer for payment, whichever is less. Such sum shall be accumulated and not released to the Contractor until final payment is due.
- F. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- G. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for the Engineers review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by the City to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

3-2. PAYMENTS WITHHELD

- A. The Engineer may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Engineer may nullify the whole or any part of any approval for payment previously issued and the City may withhold any agreement between the City and Contractor, to such an extent as may be necessary in the City's opinion to protect it from loss because of:
1. Defective Work not remedied;
 2. Third party claims filed or reasonable evidence indicating probable filing of such claims
 3. Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;
 4. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

5. Reasonable indication that the Work will not be completed within the Contract Time;
 6. Unsatisfactory prosecution of the Work by the Contractor; or
 7. Any other material breach of the Contract Documents.
- B. If these conditions in Subsection 5.1 are not remedied or removed, the City may, after three (3) days written notice, rectify the same at Contractor's expense. The City also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor whether relating to or arising out of this Agreement or any other agreement between Contractor and the Engineer.

3-3. FINAL PAYMENT

- A. The City shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the City and the Engineer in accordance with Section 20.1 herein provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the City with any and all documentation that may be required by the Contract Documents and the City.
- B. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the City arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the City shall be deemed to be a waiver of the City's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Engineer at the time of final inspection.

END OF SECTION STS-01026