

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 050-11

Contract No. _____

Project Name **Anthony Park Improvements**

THIS AGREEMENT (the "Agreement") is made and entered into this 7th day of September, 2011, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Surety Construction Company, a Florida corporation, **the address of record of which is set out below**, (the "CONTRACTOR").

28441 S. Tamiami Trail, # 109
Naples, FL 34134

WITNESSETH:

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning **certain services specified in this Agreement** (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services;
and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as construction services for landscaping and parking improvements at Anthony Park, and may be more fully described in the Scope of Services, attached as Exhibit A and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or

other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, **as may be applied to the type of services to be rendered**, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. **However, the CONTRACTOR shall comply with the Florida Public Records laws.**

1.7 The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8 The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason

of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and
- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed and completed by **November 30, 2011**

with invoices submitted for payment no later than 30 days after project completion. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall not exceed **\$86,807.62** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **Exhibit B** and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. the CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. **If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.**

**ARTICLE SIX
INDEMNIFICATION**

6.1. The CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

**ARTICLE SEVEN
INSURANCE**

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under **this Agreement**, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **Exhibit C and made a part of this Agreement**.

**ARTICLE EIGHT
SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

**ARTICLE NINE
WAIVER OF CLAIMS**

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

**ARTICLE TEN
TERMINATION OR SUSPENSION**

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by

the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least **3** calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE TWELVE MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States

Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Surety Construction Company
28441 S. Tamiami Trail, # 109
Naples, FL 34134
Attn: Herbert H. Hill, Jr./Exec. V.P.

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE FOURTEEN
MISCELLANEOUS

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

Sec. 14. 7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **Exhibit "D"**.

ARTICLE FIFTEEN
APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: _____

By:

Tara A. Norman, City Clerk

A. William Moss, City Manager

Approved as to form
and legal sufficiency:

By: _____

Robert D. Pritt, City Attorney

CONTRACTOR:
Surety Construction Company
A Florida Corporation

By:

Its

Witness

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

Federal Requirements

SPECIFICATIONS

This project is funded under the U.S. Department of Housing and Urban Development (HUD) Recovery supplement funding. All work is subject to federal requirements, including but not limited to Davis Bacon reporting and wage determinations, and HUD Sections 3 requirements.

Specification:

To provide labor, material and equipment for improvements at Anthony Park in the City of Naples to Plan Set specifications including drainage, landscaping, paving and hardscaping.

Contractor Responsibilities:

1. The Contractor shall furnish and assume full responsibility for all materials, supervision, equipment, labor, transportation, and tools for the completion of the work.
2. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents. Contractor shall follow specific means, method, techniques, sequence, or procedure as indicated or required by the Contract Documents, or Contract Manager. Contractor shall provide competent, qualified personnel to perform work as required by the Contract Documents.
3. During the project the Contractor shall keep the work areas free from accumulation of waste materials, rubbish, and debris resulting from the work. At the completion of the work the Contractor shall remove all waste materials, rubbish, and debris from the removal and/or transplanted site, and shall leave the site clean. Contractor shall restore to the original condition all property altered by the removal and/or the newly transplanted site.
4. Contractor is required to obtain all permits and licenses to perform the required work.
5. All federal reporting requirements as directed by the City.

NOTE: Other City construction work in this area will be going on concurrently, and the contractor will need to be flexible in terms of phasing within the stated time frame.

Time Frame:

All work and construction will be completed and invoiced no later than November 30, 2011, unless modified in writing.

Federal Funding:

Funding for this project is provided in part by Collier County Department of Housing, Human and Veteran Services, and the Department of Housing and

Urban Development (HUD) using the Community Development Block Grant (CDBG) funds. Federal Regulations during construction, such as Davis Bacon will be enforced. Minority, female-owned and small businesses are encouraged to submit bids for this project. General Contractors are encouraged to solicit bids from minority and female-owned subcontractors. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.1701u (section.) The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-very low income persons, particularly persons who are recipients of HUD assistance for housing. This is a HUD Section 3 construction contract. A bid preference is available; Where the Section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified Section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation. For further information on becoming registered as a Section 3 business visit www.colliergov.net/housing .

Davis Bacon Requirements:

This project is funded by federal Community Development Block Grant funds, and requires Davis Bacon reporting. The [Davis-Bacon Act](#) as amended, requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character. The Davis-Bacon Act directs the Secretary of Labor to determine such local prevailing wage rates.

A "wage determination" is the listing of wage rates and fringe benefit rates for each classification of laborers and mechanics which the Administrator of the Wage and Hour Division of the U.S. Department of Labor has determined to be prevailing in a given area for a particular type of construction (e.g., building, heavy, highway, or residential).

The Wage and Hour Division issues two types of wage determinations: general determinations, also known as area determinations, and project determinations.

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 16.75	3.88
LABORER: Asphalt Shoveler.....	\$ 10.70	0.00
LABORER: Common or General.....	\$ 10.19	1.55
LABORER: Flagger.....	\$ 12.75	0.00
LABORER: Grade Checker.....	\$ 10.50	0.55
LABORER: Landscape and Irrigation.....	\$ 8.77	0.00
LABORER: Luteman.....	\$ 10.32	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.00	1.80
LABORER: Pipelayer.....	\$ 11.63	2.65
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws.....	\$ 11.23	1.96
OPERATOR: Asphalt Paver.....	\$ 11.52	0.00
OPERATOR: Asphalt Plant.....	\$ 12.20	0.00
OPERATOR: Asphalt Spreader.....	\$ 10.76	0.00
OPERATOR: Auger.....	\$ 19.40	0.44
OPERATOR: Backhoe Loader Combo.....	\$ 15.33	0.97
OPERATOR: Backhoe/Excavator.....	\$ 15.50	2.28
OPERATOR: Boom.....	\$ 16.61	0.00
OPERATOR: Bulldozer.....	\$ 13.71	1.55
OPERATOR: Crane.....	\$ 19.94	1.37

	Rates	Fringes
OPERATOR: Distributor.....	\$ 11.47	0.00
OPERATOR: Drill.....	\$ 13.00	1.59
OPERATOR: Grader/Blade.....	\$ 14.32	0.00
OPERATOR: Loader.....	\$ 12.83	1.29
OPERATOR: Mechanic.....	\$ 16.31	1.37
OPERATOR: Milling Machine.....	\$ 11.92	0.00
OPERATOR: Oiler.....	\$ 11.92	1.91
OPERATOR: Paver.....	\$ 12.42	0.86
OPERATOR: Piledriver.....	\$ 15.59	4.00
OPERATOR: Roller.....	\$ 11.14	0.00
OPERATOR: Scraper.....	\$ 10.70	1.60
OPERATOR: Screed.....	\$ 10.82	0.00
OPERATOR: Tractor.....	\$ 12.78	0.00
OPERATOR: Trencher.....	\$ 13.41	0.49
PAINTER: Spray and Steel.....	\$ 16.62	0.00
TRUCK DRIVER: 10 Yard Haul Away Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Distributor.....	\$ 11.30	2.26
TRUCK DRIVER: Dump Truck.....	\$ 10.05	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.05	0.00
TRUCK DRIVER: Material Truck....	\$ 12.76	9.80

	Rates	Fringes
TRUCK DRIVER: Tractor Haul Truck.....	\$ 10.64	0.00
TRUCK DRIVER: Water Truck.....	\$ 10.50	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

ADDITIONAL FEDERAL REQUIREMENTS OF SELECTED CONTRACTOR:

- A.** The contractor is responsible for obtaining and paying for any permits required for this project and to furnish any stamped engineering drawings required for permitting.

- B.** A pre-construction meeting with Collier County to review federal requirements is required. **NOTE: The funding for this project is under the *American Recovery and Reinvestment Act of 2009 (ARRA)* and will need to meet the requirements of that Act. Additional reporting on the number of jobs (full time equivalents– FTE’s) created or preserved will need to be reported. This information will be discussed at the pre-construction meeting and will be in addition to the Davis-Bacon reporting requirements under Section D. 7.**

- C.** Contractor and subs WILL be reviewed for debarment and suspension issues in both State and Federal databases. Contractor must supply a list of all subs.

D. PROJECT REQUIREMENTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT: The following information is provided to bidders in advance of bidding in order to ensure that contractors bidding on this project fully understand the level of detailed associated with the Federal requirements related to this project’s grant funding.

- 1.) Job-Site Sign Posting: The selected Contractor shall post a 4’ by 8’ sign (plywood back panel) with letter size appropriate for the sign size and no less than 4-inches at the work site identifying the following: “This project is funded by a Community Development Block Grant in association with the City of Naples, the Housing & Human Services Dept. of Collier County, and the US Dept of Housing & Urban Development. In support of Equal Housing Opportunity.”
- 2.) Approval Process: The low bid approval process will require approval by the granting agency. No work shall be initiated until all contract documents are submitted and the contractor (and subs) is certified as not being debarred.

- 3.) Bonding Requirements: The Contractor shall comply with the requirements of OMB Circular A-110 (Uniform Administrative Requirement for Federal Grants) and 24 CFR Part 84 in regard to any bid guarantees, performance bonds, and payment
- 4.) Former Projects: Failure to adequately complete any former CDBG funded project may have caused the construction company disbarment. Disbarred companies are not eligible for work under this contract.
- 5.) Work Schedule: All work is to be substantially completed within 60 calendar days and final completion in 75 calendar days unless modified in writing.
- 6.) Reports: The Contractor shall submit detailed monthly progress reports to the City outlining the status of specific activities under the project. Each report must account for the total activity for which the Contractor is paid.
- 7.) Davis-Bacon Act: The Davis-Bacon wage decision for this project is in the "Federal Wage Determination Rates" section above. For those employee positions listed in the wage decision, the Contractor shall comply with the listed wage determinations for this project. The contractor is responsible for subs Davis Bacon compliance and reporting.

E. Additional applicable laws, ordinances, regulations and orders of the State, local and Federal governments, including, but not limited to:

1. *24 CFR 583, as amended - The regulations governing the Supportive Housing Program.*
2. *24 CFR 58 - The regulations prescribing the Environmental Review procedure.*
3. *Title VI of the 1984 Civil Rights Act, 42 USC § 2000d, et. seq.*
4. *24 CFR 107 - The regulations issued pursuant to Executive Order 11063 which prohibits discrimination and promotes equal opportunity in housing.*
5. *Executive Order 11246 ("Equal Employment Opportunity"), as amended by Executive Orders 11375 and 12086 - which establishes hiring goals for minorities and women on projects assisted with federal funds.*
6. *Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972, 42 USC § 2000e, et. seq.*
7. *24 CFR 135 – Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.*
8. *Age Discrimination Act of 1975.*
9. *Contract Work Hours and Safety Standards Act, 40 USC 327-332.*

10. *Section 504 of the Rehabilitation Act of 1973, 29 USC 776(b)(5).*

11. *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.*

12. *The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Poisoning Prevention Act found at 24 CFR 583.330(d).*

13. *In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4002), the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained. If appropriate, a letter of map amendment (LOMA) may be obtained from FEMA, which would satisfy this requirement and/or reduce the cost of said flood insurance.*

14. *Executive Order 11914 - Prohibits discrimination with respect to the handicapped in federally assisted projects.*

15. *Executive Order 11625 and U.S. Department of Housing and Urban Development Circular Letter 79-45 - which prescribes goal percentages for participation of minority businesses in Community Development Block Grant Contracts.*

16. *Public Law 100-430 - the Fair Housing Amendments Act of 1988.*

17. *OMB Circular A-133 - concerning annual audits.*

18. *OMB Circular A-122 - which identifies cost principles.*

19. *24 CFR 84 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.*

20. *24 CFR 85- Uniform Administrative Requirements for Grants and Agreements to State and Local Governments.*

21. *Immigration Reform and Control Act of 1986 as located at 8 USC 1324, et seq. and regulations relating thereto. Failure by the SUBRECIPIENT to comply with the laws referenced herein shall constitute a breach of this agreement, and the County shall have the discretion to unilaterally terminate this agreement immediately.*

22. *Chapter 112, Florida Statutes.*

SUMMARY OF WORK

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Description of Work**
- B. Contractor's Use of Site**
- C. Work Sequence**
- D. City Occupancy**
- E. Protection of Existing Utilities**

1.2 DESCRIPTION OF WORK

- A. General:** The work to be done under this Contract is shown on the drawings and specified in Contract Documents.
- B. The Work Includes:**
 1. Furnishing of all labor, material, superintendence, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, product certifications, inspections, services and other means of construction necessary or proper for performing and completing the work.
 2. Sole responsibility for adequacy of plant and equipment.
 3. Maintaining the Work area and site in a clean and acceptable manner.
 4. Maintaining existing facilities in service at all times.
 5. Protection of finished and unfinished Work.
 6. Repair and restoration of Work or existing facilities damaged during construction.
 7. Furnishing as necessary proper equipment and machinery, of a sufficient capacity, to facilitate the Work and to handle all emergencies normally encountered in Work of this character.
 8. Furnishing, installing, and protecting all necessary guides, track rails, bearing plates, anchor and attachment bolts, and all other appurtenances needed for the installation of the devices included in the equipment specified. Make anchor bolts of appropriate size, strength and material for the purpose intended. Furnish substantial templates and shop drawings for installation.
- C. Implied and Normally Required Work:** It is the intent of these Specifications to provide the CITY with complete operable systems, subsystems and other items of Work. Any part or item of Work, which is reasonably implied or normally required to make each installation satisfactorily and completely operable, is deemed to be included in the Work and the Contract Amount. All miscellaneous appurtenances and

other items of Work incidental to meeting the intent of these Specifications are included in the Work and the Contract Amount even though these appurtenances may not be specifically called for in these Specifications.

- D. Quality of Work:** Regard the apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished as meaning that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used. Interpretation of these specifications will be made upon this basis.

1.3 CONTRACTOR'S USE OF SITE

- A.** In addition to the to the requirements of the Supplemental Terms and Conditions, limit use of site and premises for work and storage to allow for the following:
 1. Coordination of the Work under this CONTRACT with the work of the other contractors where Work under this CONTRACT encroaches on the Work of other contractors.
 2. City occupancy and access to operate existing facilities.
 3. Coordination of site use with CONSULTANT.
 4. Responsibility of protection and safekeeping of products under this CONTRACT.
 5. Providing additional off-site storage at no additional cost to the CITY as needed.

- B. Use of the Premises:** Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project Site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonable encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

1.4 WORK SEQUENCE

- A.** Construct work in stages to accommodate the CITY'S use of premises during construction period and in accordance with the limitations on the sequence of construction specified. Coordinate construction schedules and operations with CONSULTANT.

- B. Coordinate work of all subcontractors.

1.5 CITY OCCUPANCY

- A. If so requested by the City, the Contractor shall provide the means to allow CITY to occupy premises during entire period of construction and will cooperate with the CITY'S representative in all construction operations to minimize conflict, and to facilitate CITY usage.
- B. Conduct operations with the least inconvenience to the general public.

1.6 PROTECTION OF EXISTING UTILITIES

- A. In case of damage to existing utilities caused by construction activities, the Contractor contact the owner of the utility or appropriate City department (Water or Wastewater) immediately and repair any damage to existing utilities caused by construction activities in coordination with or as directed by the owner of the utility.

The Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site; said roadways, railways, drainage facilities and utilities being referred to in this Sub-section as the "utilities". The Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. The Contractor shall schedule and coordinate his work around any such relocation or temporary service interruption. The Contractor shall be responsible for properly shoring, supporting and protecting all utilities at all times during the course of the work.

The Contractor shall conduct his work at all times such that adequate drainage is provided and shall not interfere with, or block, existing, functioning drainage facilities such as lake outfalls, culverts, gutters, ditches, roadway inlets, or other drainage appurtenances. Existing fire hydrants adjacent to the project shall be kept accessible for fire apparatus at all times and no material or equipment shall be placed within 25 feet of any hydrant.

TECHNICAL SPECIFICATIONS

SECTION 01028

CHANGE ORDER PROCEDURES

GENERAL

1.1 SCOPE

- A. **This Section describes the** procedures for processing Change Orders by the Professional and the Contractor.

1.2 CHANGE ORDER PROCEDURES

- B. **Change Order by Professional:** The Professional may issue a Proposal Request to the Contractor which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications and a change in Contract Time for executing the change. The Contractor will prepare and submit an estimate within ten (10) days.
- C. **Change Order by Contractor:** The Contractor may propose a change by submitting a request for change to the Professional, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other Contractors.
- D. **Contractor Documentation:**
1. Maintain detailed Records of Work completed on a time and material basis. Provide full information required for evaluation of proposed changes, and substantiate costs of changes in the work.
 2. Document each quotation for a change in cost or time with sufficient data allowing evaluation of the quotation.
 3. On request, provide additional data to support computations:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance and bonds
 - c. Overhead and profit
 - d. Justification for any change in Contract Time
 - e. Credit for deletions from Contract, similarly documented
 4. Support each claim for additional costs, and for Work completed on a time and material basis, with additional information:

- a. Origin and date of claim
 - b. Dates and times work was performed and by whom.
 - c. Time records and wage rates paid
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented Quantities of products, labor, and equipment.
- E. Construction Change Directive:** The Professional may issue a document, approved by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum or Contract Time. The change in Work will be promptly executed.
- F. Format:** The Professional will prepare five (5) originals of the Change Order using the *Change Order Form*.
- G. Types of Change Orders:**
- 1) Stipulated Sum Change Order :** Based on Proposal Request and Contractor's fixed price quotation, or Contractor's request for a Change Order as approved by the Professional
 - 2) Unit Price Change Order:** For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not predetermined, execute Work under a Construction Change Directive. Changes in Contract Sum or Contract Time will be computed as specified for Time and Material Change Order.
 - 3) Time and Material Change Order:** Submit itemized account and supporting data after completion of change, within time limits indicated in the Standard Form of Agreement Between the Owner and the Contractor. The Professional will determine the change allowable in Contract Sum and Contract Time as provided in the Contract Documents. The Contractor shall maintain detailed records of Work accomplished on Time and Material basis and shall provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the work.
 - 4) Execution of Change Order:** The Professional will issue Change Orders for signatures of parties as provided in the Standard Form of Agreement Between the Owner and the Contractor. Final execution of all Change Orders requires approval by the Owner.
- H. Correlation of Contractor Submittals:** The Contractor shall promptly revise *Schedule of Values* and the *Application for Payment* forms to record

each authorized Change Order as a separate line item and adjust the Contract Sum. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of Work affected by the change and resubmit. Promptly enter changes in Project Record Documents.

EXECUTION

- A. Starting Work:** Start work within 10 calendar days following the date stated in the Notice to Proceed and execute with such progress as may be required to prevent delay to other contractors or to the general completion of the project. Execute work at such items and in or on such parts of the project, and with such forces, material and equipment, as to complete the work in the time established by the Contract. At all times, schedule and direct the work so that it provides an orderly progression to completion within the specified time for completion. The Contractor shall obtain all necessary building permits prior to commencement of work. The Contractor shall become familiar with the requirements of all permits prior to start of work.
- B. Intent of Contract Documents:** It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonable by inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specification, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

If, before or during the performance of the work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately report same to the Engineer in writing, and before proceeding further with any work in the affected area, shall obtain a written interpretation or clarification from the Engineer. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing

any portion of the Work.

Construction plans and drawings are intended to show general arrangements, design and extent of work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, Specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Engineer.

Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, filler, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation, shall be furnished and installed as part of the Work, whether or not called for in the Contract Documents.

- C. Investigation and Utilities:** Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance.

The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- D. Schedule:** The Contractor shall, within ten (10) calendar days after receipt of the Notice of Award, prepare and submit to the Engineer, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the Engineer's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below.

The Engineer's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the City's obligation to pay the Contractor .

- E. Submittals and Substitutions:** The Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. The Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the City if sufficient information is submitted by Contractor to allow the City to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by the City from anyone other than Contractor and all such requests must be submitted by Contractor to the Engineer within thirty (30) calendar days after Notice of Award is received by Contractor.

If the Contractor wishes to substitute furnishing or use a substitute item of material or equipment, Contractor shall make application to the Engineer for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents(or in the provisions of any other direct contract with the City for the Project) to adapt the design to the proposed substitute and whether or not the incorporation or use by the substitute in connection with the Work is subject to payment of any license free or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance,

repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute.

The Engineer may require Contractor to furnish at Contractor's expense additional data about the proposed substitute. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Engineer, if Contractor submits sufficient information to allow the Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.

The procedure for submission to and review by the Engineer shall be the same as those provided herein for substitute materials and equipment. The Engineer shall be allowed a reasonable time within which to evaluate each proposed substitute. The Engineer shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Engineer's and the City's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- F. Daily Report, As-Builts and Meetings:** Unless waived in writing, the Contractor shall complete and submit to the Engineer on a weekly basis a Daily Log of the Contractor's work for the preceding week in a format approved by the Engineer. The Daily Log shall document all activities of Contractor at the Project site including, but not limited to, the following:
1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
 2. Soil conditions which adversely affect the Work;
 3. The hours of operation by Contractor's and subcontractor's personnel;
 4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
 5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
 6. Description of Work being performed at the Project site;

7. Any unusual or special occurrences at the Project site;
8. Materials received at the Project site;
9. A list of visitors to the Project site;
10. Any problems that might impact either the cost of quality of the Work or the time of performance.

The Daily Log does not constitute, nor take the place of, any notice required to be given by Contractor to the City pursuant to the Contract Documents. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to; all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Engineer, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services.

All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two(2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color.

The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to the Engineer for reference. Upon completion of the Work and as a condition precedent to the Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to the Engineer by the Contractor. The Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement, or the date the Project is completed, whichever is later. The City, or its duly authorized agents, or representatives of the City, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

- G. Contract Time and Time Extensions:** In the event that the Contractor is obstructed or delayed in the prosecution of or in the completion of the

Work as a result of unforeseeable causes beyond the control of the Contractor, and not due to his fault or neglect, the Contractor shall notify the City in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right to which Contractor may have had to request a time extension. Unforeseeable causes of delay applicable under this section include, but are not restricted to; acts of God, or of the public enemy, acts of Government, fires, floods, epidemics, quarantine regulation and strikes or lockouts.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the City. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the City will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "NO Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

- H. Changes in Work:** The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the City, and the City shall not be liable to the Contractor for any increased compensation without such written order.
- I. Claims and Disputes:** A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the City and Contractor arising out of or relating to the Contract Documents.

The responsibility to substantiate a Claim shall rest with the party making the Claim.

Claims by the Contractor shall be made in writing to the City within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written

supporting data shall be submitted to the City within fifteen (15) calendar days after the occurrence of the event, unless the City grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim.

The Contractor shall proceed diligently with its performance as directed by the City, regardless of any pending claim, action, suit or administrative proceeding, unless otherwise agreed to by the City in writing. Likewise, the City shall continue to make payments in accordance with the contract Documents during the pendency of any Claim.

- J. Other Work:** The City may perform other work related to the Project at the site by the City's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the City within forty-eight (48) hour of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

Contractor shall afford each utility owner and other Contractor who is a party to such a direct contract (or the City, if the City is performing the additional work with the City's employees) proper and safe access to the site and a reasonable opportunity for execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between the City and such utility owners and other contractors.

If any part of Contractors' Work depends for proper execution or results upon the work of any other Contractor or utility owner (or the City), Contractor shall inspect and promptly report to the Engineer in writing and delays, defects or deficiencies in such work that render it unavailable or

unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

- K. Compliance with Laws:** Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statues, ordinances, rules regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes); and Asbestos-containing materials. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the Engineer in writing.
- L. Assignment:** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the City. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the City.
- M. Permits, Licenses and Taxes:** Pursuant to Sections 218.80 F.S., the City will pay for all permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work through an internal budget transfer(s). Contractor is not responsible for paying for permits issued by the City of Naples, but is responsible for acquiring all permits.

All Permits, fees and licenses necessary for the prosecution of the Work which are not issued by the City shall be acquired and paid for by the Contractor unless otherwise noted.

- N. Termination and Default:** Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the City to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor : (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the Engineer or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove material or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for

the benefit of creditors; or (9) fails to obey any applicable codes laws , ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

The City shall notify Contractor in writing of Contractor's default(s). If the City determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the City, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the City, in its sole discretion, may choose.

If the City deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses (including Engineer and attorney's fees) or damages incurred by the City incident to such completion, shall be deducted from the Contract Amount, Contractor agrees to pay promptly to the City on demand the full amount (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the City to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor, shall be approved by the Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.

The Liability of the Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the City in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after Notice of Termination of contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the City is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the City shall be the same as and limited to those

afforded Contractor under "completion" section below.

- O. Termination for Convenience and Right of Suspension:** The City shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the City shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld, and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the City, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

The City shall have the right to suspend all or any portions of the Work upon giving the Contractor not less than two (2) calendar days prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. Under no circumstance shall the Contractor be entitled to any additional compensation or damages, unless however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

- P. Completion:** When the entire work (or any portion thereof designated in writing by the City) is ready for its intended use, the Contractor shall notify the Engineer in writing that the entire Work (or such designated portion) is substantially complete and request that the Engineer issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the City, Contractor and Engineer shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the City and Engineer do not consider the Work (or designated portion) substantially complete, the Engineer shall notify Contractor in writing giving the reasons therefore. If the City and Engineer consider the Work (or designated portion) substantially complete, the Engineer shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punchlist of items to be completed or corrected by Contractor before final payment. The City shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the City shall allow Contractor reasonable access to complete or correct items on the tentative punchlist.

Upon receipt of written certification by the Contractor that the Work is completed in accordance with the Contract documents and is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Engineer will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspection, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, the entire balance found to be due the Contractor is now due and payable.

Neither the final payment nor the retainage shall become due and payable until Contractor submits: all data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the City. The City reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Engineer may have issued his recommendations. Unless and until the City is completely satisfied, neither the final payment nor the retainage shall become due and payable.

- Q. Warranty:** Contractor shall obtain and assign to the City all express warranties given to the Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the project. The Contractor warrants to the City that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.

If, within one (1) year after final completion, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the City. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the City is entitled as a matter of law.

- R. Supervision and Superintendents:** Contractor shall plan, organize, supervise, schedule, monitor, direct and control the work completely and

efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents. The Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents. The Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the Engineer except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The City shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

- S. Protection of Work:** The Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made if the Contractor, or any one for whom Contractor is legally liable for, is responsible for any loss or damage to the Work, or other work or materials of the City or the City's separate contractors. Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the Contractor.

Contractor shall not load nor 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. The Contractor shall not disturb any benchmark established by the Engineer with respect to the Project. If the Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs the Engineer's benchmark, Contractor shall immediately notify the City and Engineer. The Engineer shall re-establish the benchmark and Contractor shall be liable for all cost incurred by the City associated therewith.

- T. Emergencies:** In the event of an emergency affecting the safety or protection of persons or Work or property at the Project site or adjacent thereto, the Contractor, without special instructions or authorization from the City or Engineer, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give Engineer written notice within forty-eight (48) hours after the occurrence of such emergency, if Contractor believes that after the occurrence of the emergency has caused significant changes in the Work or variations from the Contract Documents. If the Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the

consequences of the change or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

- U. Project Meetings:** Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the Engineer and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Engineer or the City with respect to the project, when directed to do so. The Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the City, or Engineer.
- V. Traffic Control Plan:** A traffic control plan to support the Contractor's operations shall be submitted at least seventy-two (72) hours prior to commencing work that shall conform to the Florida Department of Transportation's "Manual on Traffic Control and Safe Practices" which shall be obtained by the Contractor at his expense.
- W. Hours of Work:** Work within the travelled way of the project shall commence no earlier than 7:00 a.m. local time and be completed no later than 7:00 p.m. local time. Hours of work may be altered any time at the discretion of the City.
- X. Tax Exemption:** The City Naples is exempt from the payment of sales or use tax. The tax exemption certificate number is: 85-8012621645C-0.

PART 4 SAFETY

- A.** Contractor shall be responsible for initiating, maintaining and supervision all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 1. All employees on the Work and other persons and/or organizations who may be affected thereby;
 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
 3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

- B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility-owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by The City has occurred.

- C. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to The City.

TECHNICAL SPECIFICATIONS

SECTION 01028

CHANGE ORDER PROCEDURES

PART 1 GENERAL

1.3 SCOPE

- D. This Section describes the procedures for processing Change Orders by the Professional and the Contractor.

1.2 CHANGE ORDER PROCEDURES

- A. **Change Order by Professional:** The Professional may issue a Proposal Request to the Contractor which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications and a change in Contract Time for executing the change. The Contractor will prepare and submit an estimate within ten (10) days.

- B. **Change Order by Contractor:** The Contractor may propose a change by submitting a request for change to the Professional, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum

and Contract Time with full documentation and a statement describing the effect on Work by separate or other Contractors.

C. Contractor Documentation:

1. Maintain detailed Records of Work completed on a time and material basis. Provide full information required for evaluation of proposed changes, and substantiate costs of changes in the work.
2. Document each quotation for a change in cost or time with sufficient data allowing evaluation of the quotation.
3. On request, provide additional data to support computations:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance and bonds
 - c. Overhead and profit
 - d. Justification for any change in Contract Time
 - e. Credit for deletions from Contract, similarly documented
4. Support each claim for additional costs, and for Work completed on a time and material basis, with additional information:
5. Origin and date of claim
6. Dates and times work was performed and by whom.
7. Time records and wage rates paid
8. Invoices and receipts for products, equipment, and subcontracts, similarly documented Quantities of products, labor, and equipment.

D. Construction Change Directive: The Professional may issue a document, approved by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum or Contract Time. The change in Work will be promptly executed.

E. Format: The Professional will prepare five (5) originals of the Change Order using the *Change Order Form*.

F. Types of Change Orders:

1. **Stipulated Sum Change Order** : Based on Proposal Request and Contractor's fixed price quotation, or Contractor's request for a Change Order as approved by the Professional

2. **Unit Price Change Order:** For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not predetermined, execute Work under a Construction Change Directive. Changes in Contract Sum or Contract Time will be computed as specified for Time and Material Change Order.
3. **Time and Material Change Order:** Submit itemized account and supporting data after completion of change, within time limits indicated in the Standard Form of Agreement Between the Owner and the Contractor. The Professional will determine the change allowable in Contract Sum and Contract Time as provided in the Contract Documents. The Contractor shall maintain detailed records of Work accomplished on Time and Material basis and shall provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the work.
4. **Execution of Change Order:** The Professional will issue Change Orders for signatures of parties as provided in the Standard Form of Agreement Between the Owner and the Contractor. Final execution of all Change Orders requires approval by the Owner.

G. Correlation of Contractor Submittals: The Contractor shall promptly revise *Schedule of Values* and the *Application for Payment* forms to record each authorized Change Order as a separate line item and adjust the Contract Sum. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of Work affected by the change and resubmit. Promptly enter changes in Project Record Documents.

SECTION 02051

ASBESTOS WORK PLAN

REPAIR, REMOVAL AND MAINTENANCE OF ASBESTOS-CONTAINING CEMENTITIOUS PIPES (April 20, 2010)

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The following work plan is for the repair, removal and maintenance of asbestos cement pipe (AC). This work plan should be considered as minimal guidelines for the disturbance of the material. The Contractor shall utilize all appropriate controls and work practices necessary to protect workers, people in the vicinity of the work area, and the environment, regardless of the inclusion or exclusion of this work plan. Contractor questions should be resolved prior to the start of the abatement project
- B. The primary concerns and considerations of these work practices is the protection of human health and the environment, as well as to minimize the Owner's and Contractor's liability exposure before, during and after the abatement.
- C. City of Naples [Owner] shall employ independent personnel; referred to as the Contractor, for the purpose of repair, removal and maintenance of AC pipe within the project limits as designated on the Plans or as directed by the Engineer.

1.02 OWNER INDEMNIFICATION

- 1) The Contractor shall indemnify, defend and save the Owner harmless from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the work associated with the project. The Contractor shall defend on behalf of the Owner, severally, or Owner and Contractor jointly any claim or action for or arising out of the foregoing. The monetary limitation on the extent of indemnification pursuant to this paragraph shall be \$1 Million per occurrence.

The Contractor shall indemnify, defend and save the Owner harmless against all damages, losses and claims resulting from the activities, or lack of activities associated with the project. The Contractor shall defend on behalf of the Owner, severally, or Owner and Contractor jointly any claim or action for or arising out of the foregoing. The monetary limitation on the extent of indemnification pursuant to this paragraph shall be \$1 Million per occurrence.

1.03 GENERAL REGULATORY REQUIREMENTS

A. The following REGULATIONS, CODES and STANDARDS will apply:

- 1) Title 29, Code of Federal Regulations, Section 1910.134 and 1926.1101 Occupational Safety and Health Administration (OSHA), US Department of Labor.
- 2) Title 40, Code of Federal Regulations, Part 61, Subparts A and M, National Emission Standards for Hazardous Air Pollutants. US Environmental Protection Agency (EPA).
- 3) State of Florida's Administrative Code 62-204.800. US EPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M).
- 4) State of Florida, Chapter 62-257, Florida Administrative Code.
- 5) Florida Statutes, Chapter 469, Licensing Requirements (Exemptions 469.002)
- 6) State of Florida, City of Naples Codes and Ordinances as applicable.

1.04 CONTRACTOR QUALIFICATIONS & REQUIREMENTS

- A.** The Contractor shall comply with all regulations, Codes and Standards. These shall include, but are not limited to all requirements referenced under this Section [Section 02051-1.03].
- B.** The Contractor, and persons employed by the Contractor, engaged in work outlined under this Section, will be persons of known Competence* and possessing minimum qualifications and equipment as referenced below:

1. STAFF - SUPERVISORS:

All work will be supervised by a qualified individual meeting the requirements of a Competent Person* and possessing the following minimum qualifications and training:

- Satisfactory completion of an Asbestos Abatement Project Supervisor course
- Medical Examination for respirator use
- Fit test for respirator type
- Training in the maintenance, repair and removal of AC pipe

* A Competent Person is capable of identifying existing asbestos hazards at the work place, determine if a Negative Exposure Assessment

(NEA) exists, is qualified to train other workers, and has the authority to take prompt corrective measures to eliminate a hazardous exposure. In addition the competent person must be trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR 763) for Supervisor.

2. STAFF - WORKERS:

Any direct Contact with AC pipe will be performed by qualified workers possessing the following minimum qualifications and training:

- Satisfactory completion of an OSHA Class II Worker course**
- Medical examination for respirator use
- Fit test for respirator type
- Training in the maintenance, repair and removal of AC pipes

** Class II Training Requirements must be met for work involving building materials including roofing, flooring, siding materials, ceiling tiles or transite panels training shall include at a minimum the elements in paragraph 29 CFR 1926.1101 (k) (9)(iv)(A) and specific work practices and engineering controls set forth in paragraph (g). It shall include hands-on training and it is to be at least eight (8) hours in length.

An Annual refresher course work is required.

3. REQUIRED STAFF EQUIPMENT:

Personal Protective Equipment (PPE) for each worker will include hard hat, steel toed shoes, disposable protective clothing, respiratory protection and high visibility reflective vests. Respirators shall be fitted with a P-100 filtering cassette. (The use of disposable protective clothing, and respiratory protection will be determined by the establishment of a Negative Exposure Assessment [NEA] and continual personnel air monitoring).

PART 2 PRODUCTS

2.01 MATERIALS

- A. The repair, removal and maintenance of Asbestos-Containing (AC) Cementitious pipes.

PART 3 EXECUTION

3.01 PRE-CONSTRUCTION PROCEDURES

- A. CONTROLLING GOVERNMENT REGULATION
OSHA's Construction Industry Standard for Occupational Exposure to Asbestos Subpart Z, 29 CFR 1926.1101 Asbestos.

B. EMPLOYER / OWNER REQUIREMENTS

Prior to commencing the demolition and removal of the AC pipe, the Contractor will review the project Work-Site and follow procedures and protocols outlined below:

1. Determine by thorough inspection, the existence and the extent of an ACM.
2. Give written notice to appropriate governmental agency at the beginning of abatement activity.
3. Conduct an Initial Exposure Assessment (IEA) test plan or baseline report, which complies with the criteria in Paragraph (f)(2)(iii) of the above referenced controlling government regulations (section), and which demonstrates that the employees' exposure to airborne asbestos fibers during removal of the Asbestos-Cement (AC) pipe is expected to be consistently below the Permissible Exposure Levels (PELs) i.e. exposure must be less than 0.1 fiber/cubic centimeter (CC) of air for an eight (8) hour time-weighted average limit (TWA), and less than 1.0 fiber/cc of air as averaged over a sampling period of thirty (30) minutes, all as determined by the method prescribed in Appendix A to the referenced section, or by an equivalent method and therefore, the employer intends to do the AC pipe removal through the use of Negative Exposure Assessments (NEAs).

C. FDEP NOTIFICATION BY CONTRACTOR

Prior to commencing work a Ten (10) day NESHAP notification (DEP Form 62-257.900(1) Effective 10-12-08) must be submitted to the Florida Department of Environmental Protection (FDEP) office located at the following address:

**FDEP Air Resource Management
2295 Victoria Avenue, Suite 364
P.O. Box 2549
Fort Myers, Fl. 33902-2549**

This form can be accessed online at:

[http://www.dep.state.fl.us/air/rules/forms/asbestos/dep62_257_900\(1\).pdf](http://www.dep.state.fl.us/air/rules/forms/asbestos/dep62_257_900(1).pdf)

3.02 REMOVAL PROCEDURES FOR ASBESTOS-CEMENT (AC) PIPE

A. CONTROLLING GOVERNMENT REGULATION

This work activity is identified as a Class II asbestos removal activity by OSHA's Subpart Z, 29 CFR 1926.1101., with the AC pipe removal being done utilizing a valid Negative Exposure Assessment (NEA).

B. PREPARATION

The following procedures will be followed in the removal of asbestos (AC) pipe.

1. Prior to commencement of work , Contractor will notify FDEP as per Section 02051- 3.01(C) .
2. Establish a regulated work area (RWA) using barricade tape.
3. Provide a hand/face wash station at the entry point to the RWA.
4. Post as asbestos warning signs at the RWA entry point.
5. Establish a waste load-out area attached to the RWA.
6. Once an RWA is established and work begins, no access should be permitted without the required personal protective equipment.
7. by thorough inspection the existence and the extent of an ACM.

C. AIR MONITORING & SAMPLING OF EXPOSURE TO AIRBORNE ASBESTOS FIBERS

As the work begins, the Competent person (or third party consultant) must conduct and record objective data to confirm the Initial Exposure Assessment (IEA), and that the specific job-site work activity confirms the findings of the IEA, and that the PELs are not being exceeded for this work activity. Sampling procedure will develop as outlined:

1. Machine excavate to expose AC pipe.
2. Hand excavate areas under pipe where cuts/breaks are planned.
3. Excavation operations should be carefully executed so that pipe damage does not occur prior to removal.
4. This work activity is identified as a Class II asbestos removal activity by OSHA's Subpart Z, 29 CFR 1926.1101., with the AC pipe removal being done utilizing a valid Negative Exposure Assessment (NEA).

D. ABANDONEMENT OF AC PIPES

AC pipes can be abandoned in-place, Contractor will follow procedures and protocols outlined below:

1. Fill-in the section of pipes to be abandoned with a grout/cement slurry.
2. Record the location of the pipes on the master drawing with reference to the right-of-way.
3. At no time will bursting, crushing, grinding or pulverizing to the AC pipe be conducted.

E. REMOVAL OF AC PIPES

Removal of AC pipes will follow procedures and protocols outlined below:

1. All pipe cutting or breaking operations require adequate wetting with potable water to prevent AC materials from being crumbled by hand pressure and to keep the asbestos fibers from becoming air-borne (friable).
2. Plan pipe cuts/breaks as necessary to accommodate the size/weight of pipe being removed.
3. Use hammer or wheel-type pipe cutter (or equivalent tool) to make the initial cut and drain the pipe of residual liquids. If gas powered cutters are to be used they should be connected to a HEPA filtered vacuum and used in a manner that will not create elevated airborne

fibers. If a gas powered cutter is utilized that is not connected to a HEPA filtration system, the work area should be contained to prevent the release of airborne fibers. In addition, a sufficient supply of water shall be applied to the cut point to further prohibit the release of asbestos fibers. A layer of 6 mil polyethylene should be placed beneath the cut point to contain the debris that will be generated. The debris shall be collected and treated as asbestos-containing waste.

4. Remove pipe sections at joint collars by breaking them with a sledgehammer, or cutting them with a wheel-type pipe cutter (soil pipe cutter).
5. Where pipe re-connection is required, trim pipe ends in a manner that will not cause asbestos fibers to become airborne. Any debris that is generated shall be collected and treated as asbestos-containing waste.
6. When applicable, remove pipe sections from trench in an "intact" condition. Wet and containerize waste materials as you go. Using lifting straps and methods that do not damage the pipe, remove the material from the trench.
7. WASTE PIPES: The pipe should be placed in a leak-tight waste container. An alternative option would be to wrap each section of pipe with two layers of 6 mil polyethylene. For both options water should be applied to each section of pipe to ensure that the pipe segment is thoroughly wet before it is contained.
8. Identify AC materials and stockpile the waste in a designated load-out area with the following label warnings: (The label must also identify the generator of the AC Pipe waste).

DANGER: Contains Asbestos Fibers Avoid
Creating Dust Cancer and Lung Disease Hazard

F. TRANSPORTATION OF ASBESTOS WASTE

Asbestos-containing waste shall be disposed of in a timely manner at a Class I Landfill.

1. All waste must be disposed of within a Thirty (30) day period from the time of removal.
2. A Waste Shipment Record must be provided for each shipment.

G. REFERENCES

Underground Contractors Association of Illinois Best Practices for Removing Asbestos Cement Pipe April 14, 2003

CONTRACTOR ACKNOWLEDGES THE REQUIREMENTS UNDER THIS SECTION

Signed: _____

Firm: _____

Date: ____/____/____

END OF SECTION

02051-5

SECTION 02105

CLEARING, GRUBBING AND DEMOLITION

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The labor, materials, tools, equipment, supervision, to perform all site work specified in this section consisting of the clearing, grubbing, demolition and disposal of all material and debris for the areas within the project limits as designated on the Plans or as directed by the Engineer.
- B. Clearing defined is the removal from the ground surface and the disposal, within the designated areas, of trees, brush, shrubs, down timber, decayed wood, other vegetation, rubbish, and debris as well as the removal of fences.
- C. Grubbing defined is the removal and disposal of all stumps, buried logs, roots larger than 1-1/2", matted roots and organic materials.
- D. Contractor will repair at his expense all damage to structures outside the work area. The City will not be responsible for the condition of any items to be removed, salvaged or for any breakage beyond limits of construction.
- E. This section will include demolition, razing and disposal of fences, sidewalks, driveways, pavements, storm structures and piping as required per plan or as directed by the Engineer.

1.02 REFERENCES

- A. Standard site clearing and grubbing, in accordance with FDOT Specification Section 110.2.

PART 2 PRODUCTS

2.02 MATERIALS

- A. Demolition debris: Pavement and concrete rubble, landscaping debris and rubbish resulting from demolition operations.

- B. Hazardous materials: If hazardous materials are encountered during demolition operations, the Contractor shall comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.

PART 3 EXECUTION

3.03 GENERAL

- A. The Areas shown on the Plans to be cleared, grubbed and demolished under this Section shall be staked by the Contractor and approved by the Engineer before work begins. The clearing, grubbing and demolition shall be done well in advance of grading, stripping or other operations as approved by the Engineer.
- B. Whenever any above or below ground communications facility, pipeline, conduit, sewer, drain, or any other utility not depicted on the Plans is encountered which must be either removed or relocated, the Contractor shall promptly advise the Engineer of this condition.

STANDARD CLEARING AND GRUBBING

- A. Clearing and grubbing shall consist of clearing the surface of the ground, stumps, roots, matted roots, down timber or wood, logs, snags, boulders, unsuitable soil, silt, brush, undergrowth, underwater growth, hedges, and heavy growth of grass or weeds and the proper disposal of such materials. The Contractor shall not remove any trees or major landscaping without prior approval from the Engineer.

3.04 DEMOLITION

- A. Demolition shall consist of the removal and disposal from the site of fences, gates, sidewalks, asphalt and concrete pavements, above and below ground structures and utilities, drainage or utility structures and pipes or other appurtenances. The work shall also include utility modifications, and utility disconnects.

3.05 DEMOLITION OF PAVEMENT

- A. Demolition of pavement: In paved areas to be demolished the bituminous or concrete pavement materials shall be scarified and/or broken into pieces, using approved equipment and shall be removed and disposed of.

- B.** The Contractor shall protect from damage by construction operations, all pavements including base courses, surface courses and curbs and gutters, adjacent to the work area.
- C.** Any base course or surface course, curbs, gutters, etc. damaged or removed, shall be restored by the Contractor in accordance with applicable requirements of these specifications and the drawings, to the CITY'S satisfaction and to the satisfaction of the governing authority having jurisdiction over the work. In some cases, and if damage to certain sections are deemed severe by the CITY's representative, the replacement of the entire damaged area may be warranted.
- D.** Any pavement damaged or removed shall be replaced with the same type and composition of material removed/damaged to ensure equal or greater structural adequacy. The surface material shall be the same as the existing surface. The repair shall include the preparation of the subgrade, placing and compacting of base material, priming of base, and the placement of the surface.
- E.** The width of all repairs will extend a minimum of 12" past the damaged or removed pavement.
- F.** To avoid damaging existing underground utilities, the use of drop hammers or wrecker balls to break Portland Cement (P.C.) concrete pavement slabs will not be permitted.
- G.** The Contractor shall, unless otherwise approved by the Engineer, begin breaking the pavement slab near its center, ;then proceed breaking the slab uniformly toward its outer edges.
- H.** When the work requires the partial removal of a concrete pavement slab, the Contractor shall saw cut the slab, to its full depth, along the peripheral lines of the proposed removal limits using approved mechanical saws, prior to breaking the portion of the pavement slab to be removed.

SECTION 02200

EARTHWORK

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Excavation of lakes, swales and other areas shown on the Drawings
- B. Filling of road embankments, building pads, berms and other areas shown on the Drawings.
- C. Grading (including final grading) site to elevations, lines, slopes, depths and cross-sections shown on the Drawings.
- D. Compaction and testing of fill as specified in this Section.
- E. Use of explosives is not allowed.

1.02 REFERENCES

- A. ANSI/ASTM D698 (AASHTO T-99) – Moisture-Density Relations of Soils and Soil Aggregate Mixture Using 5.5 lb. (2.49 kg) Rammer and 12 inch (305mm) Drop.
- B. ANSI/ASTM D1557 (AASHTO T-180) – Moisture-Density Relations of Soils and Soil Aggregate Mixture Using 10 lb. (4.54 kg) Rammer and 18 inch (457 mm) Drop.
- C. ASTM D2922 – Density of Soil and Soil Aggregate in Place by Nuclear Method (Shallow Depth).
- D. Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction.
- E. AASHTO M-145: Designation M-145 "Classification of Soils and Soil Aggregate Material for Highway Construction Purposes.

1.03 QUALITY ASSURANCE

- A. All contractors and subcontractors: Company specializing in respective field of work with five years of documented experience.

1.04 REGULATORY REQUIREMENTS

- A.** Conform to Collier County Excavation Permit(s) and South Florida Water Management District Water Management Permit(s) for project.
- B.** Obtain De-watering Permit from South Florida Water Management District prior to de-watering of any areas.

1.05 SUBMITTALS

- A.** Submit Shop Drawings.
- B.** Shop Drawings shall include information submitted in conjunction with requirements in Section 1.04 above.

PART 2 PRODUCTS

2.01 MATERIALS

- A.** Suitable Material: Clean sand or sand rock fill, containing not more than 20% rock with maximum rock size less than two inches and free from organic soil, peat or muck.
- B.** Unsuitable Material: Topsoil from ground surface to a depth of six inches or as determined by Engineer; material classified as A-8 in accordance with AASHTO Designation M145-73 or material considered to be highly organic soil (peat or muck) as determined by Engineer.
- C.** Rock: Material which by actual demonstration cannot, in the Engineer's opinion, be reasonably excavated with a backhoe or $\frac{3}{4}$ cubic yard capacity power shovel equipped with two rippers, or similarly approved equipment and which is, in fact, systematically drilled and blasted or broken by power operated hand tools. Engineer may waive demonstration requirement if material encountered is well-defined rock.

PART 3 EXECUTION

3.06 INSPECTION

- A.** Verify site conditions and note irregularities affecting work of this section.
- B.** Beginning work of this section means acceptance of existing conditions.

3.07 EXCAVATION

- A.** Perform excavation work in accordance with Section 120 of FDOT Standard Specifications, in the locations shown on the Drawings.
- B.** Strip existing surfaces to be excavated to a depth of six inches unless otherwise directed by Engineer to remove grass, roots and other vegetation. Use this stripped material only as topsoil as it is considered unsuitable for general fill purposes.
- C.** Located all underground structures and utilities in the areas of work to avoid conflicts with existing facilities. Where conflicts are unavoidable, perform work so as to cause as little interference as possible with the service rendered or the facility disturbed. Repair all facilities or structures damaged in the prosecution of the work immediately to pre-construction condition.
- D.** Use all suitable materials removed from excavation areas as far as practicable in the formation of embankment, sub-grades, shoulders, building pads and other places as directed. Waste no excavated material without permission, and where necessary, dispose of material as directed by engineer. Stockpile all topsoil and all other suitable materials in areas as directed by Engineer. All excavated material is considered property of Owner and shall be disposed of on the project.

3.08 ROCK EXCAVATION

- A.** If rock is encountered, notify Engineer and execute as follows.
- B.** Advise owners of adjacent buildings or structures in writing prior to setting up seismographs.
- C.** Obtain a seismic survey prior to rock excavation to determine maximum charges that can be used at different locations in the area of excavation without damaging adjacent properties.
- D.** Disintegrate rock and remove from excavation. Maximum dimension of all rock removed shall not exceed three feet. Dispose of rock on the project in areas as directed by Engineer.
- E.** No explosives are allowed on this job. Contractor will use non-destructive methods only.

3.09 FILL

- A.** Perform filling work in accordance with Section 120 of FDOT Standard Specifications, in the locations shown on the Drawings.
- B.** Use only suitable materials in the formation of embankments, sub-grades, shoulders, building pads and other places as directed.
- C.** Fill roadway embankments and building pads in twelve inch maximum layers and compact to density of at least 98% of maximum dry density as determined by AASHTO T-180. Compact materials at a moisture content within 2% of the optimum. If necessary, add water or allow material to dry until the proper moisture content for the specified compaction is obtained. Allow testing of each compacted fill layer, in place, prior to placement of succeeding fill layers.

3.10 TESTING

- A.** Retain a laboratory approved by Engineer to make field density tests and Proctor Tests as specified below.
- B.** Contractor will pay the cost of the initial density test(s).
- C.** Contractor shall pay cost for any additional testing that is required as a result of failure of any initial test.
- D.** Perform one Proctor Test according to ASTM D698 or D1557 for each source of fill, as determined by Engineer, used on the project.
- E.** Test the density of each compacted fill layer in place by field density test ASTM D 2922. Perform at least one test per layer for each 600 feet of roadway or each 1,000 square feet of building, or fraction thereof.
- F.** Additional field tests will be required for each test that does not meet the required density.
- G.** Allow for inspection of import fill by Engineer at the source before delivery to site.
- H.** Allow for inspection and cross-sectioning of all excavated and fill areas by Engineer as required to determine conformance of the final earthwork with the Drawings.

SECTION 02211

SITE PREPARATION AND GRADING

PART 1 GENERAL

1.01 WORK INCLUDED

- A.** The labor, materials, tools, equipment, supervision, etc. to perform all site work not included as part of structural earthwork (Section 02220). This section also covers earthwork including clearing, grubbing, excavation, filling, backfilling, compacting, grading and disposal of site spoil required for construction of swales, all complete as shown on Civil Drawings and specified herein.

1.02 REFERENCES

- A.** ANSI/ASTM D698 (AASHTO T-99) – Moisture-Density Relations of Soils and Soil-Aggregate Mixture Using 5.5 lb (2.49 kg) Rammer and 12 inch (305 mm) Drop.
- B.** ANSI/ASTM D1556 – Density of Soil in Place by the Sand-Cone Method.
- C.** ANSI/ASTM D1557 (AASHTO T-180) – Moisture-Density Relations of Soils and Soil-Aggregate Mixture Using 10 lb. (4.54 kg) Rammer and 18 inch (457 mm) Drop.
- D.** ASTM D2922 – Density of Soil and Soil aggregate in Place by Nuclear Method (Shallow Depth).

1.03 PROJECT RECORD DOCUMENTS

- A.** Submit documents under provisions of Section 01700, Contract Closeout.
- B.** Accurately record location of utilities remaining, rerouted utilities, new utilities by horizontal dimensions, elevations or inverts, and slope gradients.

1.04 PROTECTION

- A.** Protect trees, shrubs, lawns, and other features remaining as portion of final landscaping.

- B. Protect bench marks, existing structures, fences, roads, sidewalks, and paving and curbs.
- C. Protect above or below grade utilities which are to remain.
- D. Repair damage.

PART 2 PRODUCTS

2.03 MATERIALS

- A. Topsoil: Excavated material, graded free of roots, rocks, subsoil, debris, and large weeds.
- B. Fill: Excavated material (excluding top six inches) or imported material shall be clean sand or sand rock. Material shall contain not more than 15 percent of material passing sieve #200 and not more than 20 percent rock with maximum rock size of two inches, free form organic material.

PART 3 EXECUTION

3.01 PREPARATION

- A. Clear areas required for access to site and execution of Work.
- B. Remove trees and shrubs within marked areas. Grub out stumps, roots, and surface rock to a depth of two feet below existing grade.
- C. Clear undergrowth and deadwood without disturbing subsoil.
- D. Strip grass and roots to a depth of six inches from proposed site.
- E. Identify required lines, levels, contours, and datum.
- F. Identify known below grade utilities. Stake and flag locations.
- G. Identify and flag above grade utilities.
- H. Maintain and protect existing utilities remaining which pass through work area.
- I. Notify utility company to remove and relocate utilities.

- J. Upon discovery of unknown utility or concealed conditions, discontinue affected work and notify Engineer.

3.02 TOPSOIL EXCAVATION

- A. Excavate topsoil from entire site and store all topsoil for reuse on site.
- B. Do not excavate wet topsoil.
- C. Stockpile topsoil to depth not exceeding 6 feet. Cover to protect from erosion.

3.03 DEBRIS REMOVAL

- A. Remove from the site all trash, brush, trees, weeds, and grass obtained from the clearing and grubbing operation.

3.04 FILLING

- A. Fill areas to be filled in 8 to 12 inch maximum layers and compact to a density of at least 95 percent of maximum density as determined by AASHTO T-180.
- B. Compact materials at a moisture content within $\pm 2\%$ of the optimum. If required, add water or permit material to dry until the proper moisture content for specified compaction is obtained.
- C. Compact materials at a moisture content within $\pm 2\%$ of the optimum. If required, add water or permit material to dry until the proper moisture content for specified compaction is obtained.
- D. Field test density of compacted fill layer by Field Density Test ASTM D1556 or D2922 prior to placement of succeeding lifts. At a minimum, make at least one test per layer for every 8,000 square feet of non-structural area.
- E. A laboratory retained by Contractor and approved by Engineer shall make field density tests as specified. One Proctor Test (ASTM D698 or ASTM D1557) for each source of fill used shall be made by laboratory. Additional field tests will be required for each test not meeting required density. Costs of all tests will be paid by Contractor and included in Contract price.

3.05 GRADING

- A. Grade to meet proposed elevations as shown on the Drawings and include all work in bringing excavation to required grade, alignment and cross section. Any excess excavated material shall remain the property of the Owner and disposed of as directed by Engineer.

SECTION 02220

STRUCTURAL EARTHWORK

PART 1 GENERAL

1.01 DESCRIPTION

- A. **Work Included:** All labor, materials, tools, equipment, supervision, etc. to perform all earthwork including clearing, grubbing, excavation, dewatering, filling, backfilling, compacting, grading and disposal of site spoil required for construction of structures, all complete as shown on Drawings and specified herein.
- B. **Definitions:**
 1. Maximum Density: Maximum weight in pounds per cubic foot of a specific material.
 2. Optimum Moisture: Percentage of water in a specific material at maximum density.
 3. Rock Excavation: Excavation of any hard natural substance which requires the use of explosives or special impact tools such as jack hammers, sledges, chisels or similar devices specifically designed for use in cutting or breaking rock, but exclusive of trench excavating machinery.
- C. **Plan for Excavation:** The Contractor shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the conformation of the ground, the character and quality of the substrata, the types and quantities of materials to be encountered, the nature of the groundwater conditions, the prosecution of the work, the general and local conditions and all other matters which can in any way affect the work under this Contract. Prior to commencing the excavation, the Contractor shall submit a plan of his proposed operations to the plan for excavation shall reflect, the equipment and methods to be employed in the excavation. The prices established in the Proposal for the work to be

done will reflect all costs pertaining to the work. No claims for extras based on substrata or groundwater table conditions will be allowed.

1.02 QUALITY ASSURANCE

- A.** Retain a testing laboratory experience in soils and foundations acceptable to the Engineer to monitor earthwork and to make the specified tests. Schedule work so as to permit a reasonable time for testing before placing succeeding lifts and keep the laboratory informed of progress. A copy of this section shall be made available to the testing laboratory.

1.03 APPROVAL REQUIRED

- A.** Prior to any earthwork, submit sieve analysis and Proctor test results of the existing stripped soils and the proposed fill material to Engineer for review and approval.
- B.** Do not place any footing reinforcing until the excavations have been tested for compaction.
- C.** Obtain necessary permits for well pointing and dewatering from South Florida Water Management District and Department of Environmental Regulation.

1.04 JOB CONDITIONS

- A.** The Contractor shall satisfy himself as to the character and amount of different soil materials, groundwater and the subsurface conditions to be encountered in the work to be performed. Information and data, when furnished, are for the Contractor's general information. However, it is expressly understood that any interpretation or conclusion drawn there from is totally the responsibility of the Contractor. Engineer assumes no liability for the accurateness of the data reported.
- B.** Ground water varied from 0.5 feet to 4.0 feet below existing grades at the time of subsurface investigations at various sites. Actual water table may fluctuate during construction.
- C.** If, in the opinion of the Engineer, conditions encountered during construction warrant a change in the footing or base slab elevation, or in the depth of removal of unsuitable material from that indicated on the Drawings, an adjustment will be made in the contract price.

PART 2 PRODUCTS

2.01 MATERIALS

- A.** Suitable: For fill and backfill, clean, coarse sand free from vegetation, organic material, marl, silt or muck. Not more than eight percent shall pass through the No. 200 sieve. Provide all necessary borrow material to complete the work to lines and grades indicated.
- B.** Suitable Fill Material To Be Placed in Water: Classified as A-1 or A-3 in accordance with AASHTO Designation M-145.
- C.** Unsuitable: Classified as A-2-5, A-2-6, A-2-7, A-4, A-5, A-6, A-7 and A-8 in accordance with AASHTO Designation M 145. Also peat and other highly organic soils.
- D.** Select Material: Suitable material that does not contain any rock larger than ½ inches.
- E.** Gravel Base: Washed coarse aggregate for concrete with fines not more than five percent passing through the No. 200 sieve.

PART 3 EXECUTION

3.01 SITE PREPARTION

- A.** Clean and grub all surface vegetation, excavating and removing all topsoil a minimum of eight inches from the building structure area plus a six foot margin from the exterior foundation lines. Remove all tree stumps, concentration of roots and other deleterious materials. Stockpile usable topsoil for landscaped areas as directed by the Engineer.
- B.** Dispose of unsuitable topsoil and excavated material from the site.
- C.** If unsuitable bearing soils, peat or muck are encountered, contact Engineer for further direction.
- D.** Structures excavations below water table shall require a dewatering system to prepare the base of the excavation. The dewatering system shall remove water approximately two feet to three feet below the bottom of the excavation.
- E.** Compact exposed stripped and excavated surface for buildings by means of an approved vibratory roller until eight passes have been made and a

soil density of 98 percent of maximum modified Proctor Density has been achieved twelve inches below the exposed compacted surface. Test compaction as specified. Add water if necessary to bring up moisture to optimum levels.

- F. If ground water is within twelve to twenty-four inches from the ground surface, it would be necessary to lower the ground water to permit effective compaction. Lowering of the ground water may be accomplished by excavating four to five feet deep ditches around the construction area and pumping from sumps in the bottom of ditches. Contact testing lab to develop feasible procedures for dewatering.

3.02 DEWATERING

- A. Provide labor and equipment necessary to adequately remove water from excavated areas including well pointing where excavations are near or below water table in order to maintain "dry" conditions in excavations at all times until backfilling is completed. Dewater excavations for cast-in-place structures to a minimum level of three feet below structural grade. Avoid settlement or damage to adjacent property. Dispose of water to an on-site drainage system approved by the Owner. When dewatering open excavations, dewater from outside the structural limits and from a point below the bottom of the excavation. Comply with dewatering permit.
- B. Maintain fill area in such condition that it will be drained to prevent surface pooling of water at all times.
- C. Operate pumps and engines for well point systems with mufflers. The Contractor shall be responsible for any nuisance created due to the disposal of water from his drainage system. All dewatering drains shall be approved by Owner.
- D. Conform with South Florida Water Management and Florida Department of Environmental Regulation regulations and requirements when dewatering.
- E. All dewatering wells shall be grouted when dewatering operations are concluded.

3.03 EXCAVATION

- A. Perform all excavation of each description and through all substances encountered, including limestone to the dimensions required for

construction and as specified herein. All excavations shall be made by open cut.

- B.** Keep walls of the excavation vertical and, if required to protect safety of workmen, the general public, this or other work and structures, or excavation walls, sheet and brace excavation. Excavation for the structures shall be sufficient to provide a clearance between their outer surfaces and the face of the excavation, sheeting, or bracing, of not less than 2 feet. Retain materials encountered in the excavation, undermine the banks, weaken the overlying strata, or are otherwise rendered unstable by the excavation operation by sheeting, stabilizing, grouting or other approved methods.
- C.** Excavation for the precast or prefabricated structures shall be carried to an elevation 1-foot lower than the proposed outside bottom of the structure to provide space for the select gravel backfill material. Prior to placing the select gravel backfill, the excavation shall be sounded, if not dewatered, using a rigid pole to indicate to the satisfaction of the Engineer that the excavation has been carried to the proper depth and is reasonably uniform over the area to be occupied by the structure.
- D.** Carry down excavation for structures constructed or cast in place in dewatered excavations to bottom of structure where dewatering methods are such that a dry excavation bottom is exposed and naturally occurring material at this elevation leveled and left ready to receive construction. Replace material disturbed below the founding elevation in dewatered excavations with Class B concrete.
- E.** Footings: Cast-in-place footing sides shall be formed immediately after excavation. Forming for footing sides is specified elsewhere.

3.04 FOUNDATION PREPARATION (FILLING, BACKFILLING AND EXCAVATION).

- A.** Compact existing ground beneath the base slabs to a density of not less than 95 percent of its maximum density as determined by ASTM D-1557 for a depth of not less than 2 feet below bottom of concrete slabs. Remove any unsuitable foundation material and replace with suitable material.
- B.** Buildings: After pre-compaction of the stripped building area, place approved fill material within the building foundation lines plus 6 foot

margin in lifts of 12-inch maximum loose thickness, each lift compacted and fill brought to approximate underside of slab. Compact each lift to a minimum of 98 percent Modified Proctor 12 inches below the surface.

- C. Excavation for all building footings shall be made through precompacted pad to design elevations. Bottom of excavation shall be additionally compacted to 98% of Proctor Density 12-inches below the surface by portable vibratory sled type of compactors. Test compaction as specified.
- D. Building Slab Backfill: Place fill inside the building foundation walls in lifts of 6-inches maximum loose thickness, each lift compacted with vibratory portable compactors and fill brought to bottom of the slab. Add necessary water to each lift to bring moisture content to optimum levels and compacting to achieve a minimum of 95% of modified Proctor Density 6-inches below the surface.
- E. Form monolithic slab beams by excavating from the compacted fill material to grades and lines indicated on the drawings.
- F. Place all backfill around foundation slabs, walls, utility trenches, mechanical and plumbing pipes, etc., in layers of six inches maximum loose thickness and compact with portable plate compactors.
- G. Equipment Pads and Slabs on Grade: Cut, fill and compact subgrades for concrete slabs to required grade. Compact top 8-inches of concrete slab subgrade in cut sections and all fill material to a density of not less than 95 percent of its maximum density as determined by ASTM D-1557.
- H. Test compaction of all structural fill by a testing lab as specified.
- I. Vibratory compaction shall never be done on dry sandy material or when water table is within eighteen inches of the surface. Before start of vibratory compaction, the soils should either have natural moisture or applied water to bring the soils to optimum moisture content.
- J. Vibratory Roller: The Vibratory Roller shall be a self-propelled minimum two ton drum type vibratory roller. Submit technical specifications for review and approval to the Engineer.
- K. **Cast-in-Place Structures Below Water Table**
 - 1. Do not place backfill until the structure has been completed above the natural water table, is stable against hydrostatic uplift, exterior form work has been removed and any necessary patching, grouting, and waterproofing has been completed. Backfill shall be placed as specified

in Subparagraph K-2. Do not commence backfilling until concrete and waterproofing to be covered has been inspected and approved.

2. Selected material from the excavation may be used for backfilling around the structure. Trash shall not be allowed to accumulate in spaces to be backfilled. Place backfill around the structure in uniform layers of maximum 8" loose thickness compacting each layer to a minimum of 95 percent of maximum density. Carry backfilling to the finished grades shown on the Drawings.

L. Precast Structures Below Water Table

1. Gravel Base: The space between the proposed bottom of the structure, and the bottom of the excavation shall be backfilled with gravel and screeded level to receive the proposed structure. If the excavation is not dewatered, after placing the screeding, the backfill will be sounded with a rigid pole and attached 6-inch diameter foot piece to indicate, to the satisfaction of the Engineer, that the backfill has been placed to the proper elevation, is level throughout, and is ready to receive the structure. This final sounding of the material shall immediately precede setting of the structure.
2. Remainder of Backfill: Selected material from the excavation shall be used for backfilling around the structure. Trash shall not be allowed to accumulate in spaces to be backfilled. Backfill around the structure shall be placed in uniform layers to the level of the water table. Above the water table, backfill material shall be placed in 8-inch layers and compacted to a minimum of 95 percent of maximum density as determined by AASHTRO Designation T 180. Backfilling shall be carried to the finished grades shown on the Drawings.

3.05 SITE GRADING AND FILLING OUTSIDE STRUCTURES

- A. Form exterior grade in accordance with drawings. Grade to slop surface away from building and pump station structures.
- B. Conform to Section 02211, Site Preparation and Grading.

3.06 TESTING

- A. All soil testing and earthwork monitoring shall be done by a testing company in conformance with Paragraph 1.02-A. Notify the Testing Lab

in time to be on hand to make the tests required by these specifications. Testing lab shall inform the project superintendent his findings and designate areas requiring corrective work. Mail all test reports directly to Engineer, Structural Engineer and General Contractor.

- B. Optimum moisture content of fill material shall be as determined by Modified Proctor Method (ASTM D-1557). Conduct field densities to verify compaction in accordance with ASTM D-1556, ASTM D-2927 or ASTM D-2922.

- C. Retest compaction tests that fail to pass after additional compaction effort has been performed and until the specified minimum compaction density is achieved. Two additional tests shall be taken for each failed test. Retesting shall be paid by the Contractor.

3.07 TESTS

A. Field Density Tests for Each Structure

Stripped Area	1 Test/2000 S.F. (2 Min)
Fill Area (Min)	1 Test/2000 S.F./Each Layer (2 Min)
Bottom of Wall Footings	1 Test/50 L.F. (2 Min)

B. Optimum Moisture Content.

Existing Stripped Area (Proctor)	1 Test
Backfill Material Proctor	1 Test/500 C.Y./Source

SECTION 02225

TRENCHING AND BACKFILLING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Excavation of trenches for utilities and storm sewers.
- B. Compacted bed and compacted fill over utilities and storm sewers.
- C. Compaction requirements.

1.02 REFERENCES

- A. ANSI/ASTM C33 – Concrete Aggregates.
- B. ASTM D698/AASHTO T-99 – Tests for Moisture-Density Relations of Soils and Soil-Aggregate Mixture Using 5.5 lb (2.49 kg.) Hammer and 12 inch (305 mm) Drop.
- C. ASTM D2922/AASHTO T-238 – Density of Soil and Soil Aggregate in Place By Nuclear Method (Shallow Depth).
- D. AWWA C600: Installation of Gray and Ductile Cast Iron Water Mains and Appurtenances.
- E. AASHTO M-145: Designation M-145 "Classification of Soils and Soil Aggregate Materials for Highway Construction Purposes.
- F. The Occupational Safety and Health Administration's Excavation Safety Standards, 29 C.F.R.s.1926.650 Subpart P.

1.03 PROTECTION

- A. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave-in or loose soil from falling into excavation.
- B. Provide barricades, warning signs, and lights as required by law.
- C. Underpin adjacent structures which may be damaged by excavation work, including service utilities. All damaged structures shall be repaired at no additional cost to the Owner.

- D. Notify Engineer of unexpected subsurface conditions and discontinue work in affected area until notification to resume work.
- E. Grade excavation top perimeter to prevent surface water run off into excavation.

PART 2 PRODUCTS

2.01 SELECT BED AND FILL MATERIALS

- A. Crushed Stone Bedding Material: Well graded, crushed, washed natural stone free of shale, clay, friable materials and debris. Graded in accordance with ASTM Designation C-33, Gradation 67.
- B. Select Fill: On site or imported non-cohesive, non-plastic material free of debris and gravel larger than one-half inch in diameter. Satisfactory trench backfill materials are defined as those soils complying with American Association of State Highway and Transportation Officials (AASHTO) Standard M-145 Soil Classification Groups A-1 and A-3.
- C. Common Fill: Reused or imported non-cohesive, non-plastic material, free of debris and rocks larger than six inches in diameter. Satisfactory trench backfill materials are defined as those soils complying with AASHTO Standard M-145 Soil Classification Groups A-1, A-2-4, A-2-5, and A-3.

PART 3 EXECUTION

3.01 INSPECTION

- A. Verify approval of full or limited use of stockpiled fill.
- B. Verify areas to be backfilled are free of debris and water.

3.02 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. When necessary, compact subgrade surfaces to density requirements for backfill material.

3.03 EXCAVATION

- A. Excavate subsoil required for utilities to the alignment and depth required.

- B. Cut trenches sufficiently wide to enable installation of utilities and allow inspection, a minimum of 24" plus the thickness of the pipe.
- C. All excavation shall be made by open cut unless otherwise indicated on drawings.
- D. Remove unsuitable subsoil, boulders, and rock.
- E. Open no more than 100 feet of trench ahead of pipe laying operations at one time unless a greater length of trench is approved by the Engineer.
- F. If sheeting is used, it may be removed provided removal can be accomplished without disturbing the bedding, pipe or alignment. Should Engineer determine the removal of sheeting will damage pipe, the sheeting shall be left in place. No additional compensation shall be allowed. If left in place, cut sheeting off at a level two feet above top of pipe and leave the remaining portion in place. Any damage to the pipe bedding, pipe, or alignment caused by removal of sheeting shall be cause for rejection of the affected portion of the Work.
- G. Remove organic material encountered below the level of the proposed pipe, manhole, pumping station or similar structure, such as roots, mulch, or other vegetable matter which in the opinion of the Engineer will result in unsatisfactory foundation conditions. Backfill the resulting excavation with crushed stone bedding material as specified.
- H. Where rock is encountered, excavate trench to a depth of six inches plus thickness of pipe below invert of pipe and 24 inches wider than pipe and backfill with crushed stone bedding material as specified. If rock is over-excavated, the over-excavation shall be backfilled with crushed stone bedding material as specified.
- I. Keep excavation free from water before pipe or structures are installed. Provide all pumps, piping, and other means for removing water from trenches and other parts of the work. Continue dewatering until backfill has progressed to a depth to prevent flotation of pipe or structure, and backfill is above natural water table. Obtain County and South Florida Water Management District permits for dewatering.

3.04 BEDDING

- A. Properly bed all pipelines, conduits and appurtenances as shown on Drawings and as specified herein.

- B.** Bedding for PVC Pipe: Place crushed stone bedding from a minimum of $\frac{1}{4}$ diameter of pipe below invert to springline of pipe.
- C.** Bedding for Ductile Iron Pipe: Minimum bedding requirements shall be Type 2 as defined in AWWA Specification C-600. Additional requirements shall be required in accordance with thickness class of pipe being laid, depth of cover and soil conditions. When required, place crushed stone bedding from a minimum of $\frac{1}{4}$ diameter of pipe below invert up to $\frac{1}{8}$ diameter of pipe.
- D.** Bedding for Concrete Pipes: Well graded, crushed, washed natural stone free of shale, clay, friable materials and debris. Graded in accordance with ASTM Designation C-33, Gradation 67.

3.05 BACKFILLING

- A.** Support pipe and conduit during placement and compaction of bedding fill.
- B.** Backfill trenches to contours and elevations. Backfill systematically, as early as possible, to allow maximum time for natural settlement. Do not backfill over porous, wet, or spongy subgrade surfaces.
- C.** Place and compact select fill material in continuous layers not exceeding 6-inches to a depth of 12-inches above top of pipe. Compaction shall be 95 percent of maximum density as determined by AASHTO T-99, Method C. Where pipe lies within a roadway, compaction shall be in continuous layers not exceeding 6-inches to bottom of stabilized subgrade. Compaction shall be 98 percent of maximum density as determined by AASHTO T-99, Method C. Compaction shall be by small portable plate compactor or other approved methods.
- D.** Place and compact common fill material in continuous layers not exceeding 12 inches to 95 percent of maximum density as determined by AASHTO T-99, Method C. Compaction shall be by mechanical means or other approved methods.
- E.** Contractor will dispose of all excess fill or any unusable material as directed by the Engineer, and will provide the City's Representative with delivery receipt tickets to confirm its proper disposal.

3.06 COMPACTION

- A. Compact materials at moisture content within $\pm 2\%$ of the optimum to permit specified compaction.
- B. Add water or permit material to dry until optimum moisture content is obtained.
- C. Field test density of each compacted backfill lift in accordance with ASTM D-2922 prior to placement of succeeding lifts. Make at least one test per layer for each 300 foot length of trench. If less than 300 feet of trench is excavated in a day, make one test per lift for each day's length.
- D. Make one Proctor Test in accordance with AASHTO T-99 for each source of fill. If material from the excavation is used as backfill material, a test proctor will be taken from the best available location as determined by the testing lab. Upon completion of the backfill, an additional proctor will be taken from the actual material used and compared to the test proctor. If the actual proctor varies from the test proctor, the backfill will be retested.
- E. Testing laboratory shall be retained by Contractor and approved by Engineer. Contractor shall pay all costs for initial density test.
- F. Re-compact and retest trench backfill which does not meet minimum compaction requirement. Bear all additional cost for retests.
- G. If Contractor wishes to utilize hydraulic compaction as an alternate means for compacting trenches, Contractor shall retain the services of a testing laboratory, approved by the Engineer, who shall monitor compaction methods. Testing laboratory shall certify that compaction results achieved conform to the standards specified herein. Testing laboratory shall submit certification and all test results, signed and sealed by a professional Engineer registered in the State of Florida. All costs associated with obtaining testing laboratory shall be paid for by Contractor at no additional cost to Owner.

SECTION 02235

ASPHALTIC PAVING, PRIME, BASE AND STABILIZED SUBGRADE

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Stabilized Subgrade
- B. Crushed Limerock Base
- C. Concrete Base
- D. Prime and Wearing Surface

1.02 REFERENCES

- A. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Latest Edition.
- B. ASTM C94 – Ready Mix Concrete

PART 2 PRODUCTS

2.01 MATERIALS

- A. Stabilized Subgrade: Conform to Section 914 of FDOT Standard Specifications.
- B. Crushed Limerock Base: Conform to Section 914 of FDOT Standard Specifications.
- C. Prime: Cut-back Asphalt Grade RC-70 according to Section 300 of FDOT Standard Specifications.
- D. Wearing Surface: Asphaltic concrete of the type, compacted thickness, and width according to Sections 320, 330 and 331 through 333 of FDOT Standard Specifications.
- E. Concrete: Class "B", 4000 psi compressive strength.

PART 3 EXECUTION

3.01 INSPECTION

- A. During construction, a field inspection of each phase will be made by Engineer. It shall be Contractor's responsibility to notify Engineer when paving is ready for inspection.

3.02 CONSTRUCTION

- A. Stabilized Subgrade: Stabilization of subgrade and shoulders shall be in accordance with Section 160 of FDOT Standard Specifications. Stabilize subgrade and shoulders to a depth of 12 inches and to width as shown on the Drawings and shall have a minimum Limerock Bearing Ratio (LBR) of 40.

Compact subgrade to at least 98% of maximum density as determined by AASHTO T-180.

- B. Limerock Base: Construct in accordance with Section 200 of FDOT Standard Specification. Base course shall have a compacted thickness and width as shown on the Drawings. Compact base course to at least 98% of maximum density as determined by AASHTO T-180.
- C. Concrete Base: As shown on the Drawings. Concrete shall be furnished by a well-known, reputable ready-mix concrete company. Mixing, transporting and placing of concrete shall conform to ASTM C94. Curing shall be performed in accordance with standard practice to prevent excessive shrinkage or cracking.
- D. Prime: Prime base in accordance with Section 300 of FDOT Standard Specifications. Clean base surface until free of objectionable foreign material. When the prime is applied adjacent to curb and gutter or any other concrete surface, protect such surface by means of heavy paper or other approved material. Prime base at the rate of not less than 0.1 gallons per square yard and not more than 0.2 gallons per square yard.
- E. Wearing Surface: Construct wearing surface according to Sections 320, 330 and 331 through 333 of FDOT Standard Specifications. The density, after final compaction, shall not be less than 98% of the control strip compacted density of the mixture. Provide certification from an independent testing laboratory that design mix meets requirements of applicable FDOT Standard Specifications. In all inaccessible places such as adjacent to curb, gutters, manholes, etc. the required compactions shall be secured by a tamper. Depression, honeycombs and high spots of any unbonded material after rolling shall be corrected as directed by Engineer.

- F. Timing: No construction of asphaltic concrete pavement shall take place until such time that all underground utility lines have been tested and certified they meet local and state requirements.
- G. Backfill all open cuts prior to completion of each construction day. No open cuts shall remain open overnight. Open cuts and restoration shall be performed Monday through Friday. No work other than routine maintenance shall be performed Saturday, Sunday or holidays without approval of Engineer.
- H. A minimum of 14 feet of roadway must be maintained at all times at all crossings for access by the resident and emergency vehicles.
- I. Adjust all manholes, valve boxes, drainage structures or other appurtenances situated within limits of resurfacing to bring finish elevation up to finished grade.
- J. Strict adherence to proper maintenance and protection of traffic during Contractor activities, including any required "detours" must be accomplished in accord with the FDOT Manual on Traffic Control and Safe Practices, state and local regulations and permits and e properly coordinated by the Contractor.
- K. A minimum of 48 hours written notice shall be provided to Engineer prior to beginning of any paving operation. . The Contractor will be expected to schedule major resurfacing after normal weekday hours.
- L. No pavement shall be placed without the presence of Engineer or his authorized representative.

3.03 TESTING

- A. Wearing Surface: Contractor shall furnish and bear the cost of holes to make spot check thickness measurements of the compacted wearing surface. Depth of each layer shall be checked at intervals not to exceed 200 feet. Any deficiencies in excess o the allowable deviation shall be corrected as per FDOT Specifications.
- B. Stabilized Subgrade and Limerock Base: Provide and bear costs for inspections, tests, and approvals of stabilized subgrade and limerock base. Provide one Limerock Bearing Ratio (LBR) test for the first 0-1000 square yards of stabilized subgrade and limerock base and one LBR test for each additional 1000 square yards or any fraction thereof. In addition, provide one in-place density and thickness test for the first 0-500 square yards of

stabilized subgrade and limerock base and one test for each additional 500 square yards according to AASHTO T-180 or any fraction thereof.

SECTION 02236

SIGNING AND MARKING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Work Included: Furnish all labor, materials, equipment and methods to install, repair, and place into operation traffic signs, street signs, pavement marking and striping, and reflective pavement markers in accordance with the Drawings and Specifications and/or as required to return the roadway within the project limits back to existing functional conditions.**

PART 2 PRODUCTS

2.01 MATERIALS

A. Traffic Signs, Street Signs, Paint Striping

1. Traffic paint and marking materials: Conform to requirements of the following sections of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction:

Section

- | | |
|--|--------|
| a. Traffic Paint | 971-12 |
| b. Glass Spheres
(for Reflective Traffic Paint) | 971-14 |
| c. Thermoplastic Traffic Stripes | 711 |

2. Traffic and information signs: Conform to requirements of Section 700 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

B. Reflective Pavement Markers

1. Reflective pavement markers: As specified in Section 706 of FDOT Standard Specifications and have overall dimensions of 4" x 4" x 79" with a 30 degree reflective face. Adhesive shall be pressure sensitive 100% solids .120" thick. Minimum application pressure shall be 60 p.s.i. Minimum shear stress shall exceed 10 p.s.i. at 70 degrees F.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Roadway traffic markings, striping and site pavement marking for traffic regulation and parking: Conform to requirements of Sections 710 and 711 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction as amended and Traffic Operations Standard Index Nos. 17346, 17352 and 17355.
- B. Sign work: Comply with applicable portions of Section 700 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and Traffic Operations Standard Index No. 11864.
- C. Install reflective pavement markers in accordance with manufacturer's recommendations at the locations and dimensions shown on the Drawings and at fire hydrant locations. Pavement markers at fire hydrants shall be blue-blue.
- D. Contractor shall give written notification to Engineer a minimum of 48 hours prior to beginning any roadway striping work.

SECTION 02725

CURBS, GUTTERS AND SIDEWALKS

PART 1 GENERAL

- 1.01 Work Included: Furnish all labor, materials, equipment and methods to construct or repair and place into operation all concrete curbs, gutters, sidewalks, medians, aprons, etc. as shown on the Civil Drawings and/or as specified and/or as directed in the field.

PART 2 MATERIALS

- 2.01 All concrete and concrete work shall conform to the following unless otherwise noted on the Drawings. All concrete specified in this Section shall attain a minimum compressive strength of 3000 psi in 28 days.
- A. Concrete Mix Materials: Coarse aggregate shall be hard, clean, washed gravel or crushed stone. Maximum aggregate size shall not be larger than 1 inch nor smaller than ½ inch equivalent diameter, free from injurious amount of minerals, organic substances, acids or alkalis. Cement shall be Type 1, domestic Portland cement, conforming to ASTM C-150.
 - B. Concrete Admixtures: Air-entrainment admixtures in concrete are permitted in accordance with manufacturers specifications provided the specified strength and quality are maintained and unless the admixture appears to be causing abnormal field results, and provided that the total entrained air content does not exceed 5.0 percent. No other admixture of any type will be permitted without written approval of Engineer.
 - C. Reinforcing Steel: Reinforcing bars shall be intermediate grade, new billet-steel deformed bars free of loose rust, scale, dirt or oil, and shall conform to ASTM A-615. Welded wire fabric for concrete reinforcement shall conform to ASTM A-185. All reinforcement steel shall be placed, spliced, lapped, etc., in accordance with the ACI Standard 318.
 - D. Transit or Ready-Mixed Concrete: May be used provided it conforms to ASTM C-94 and specifications herein stated and the central plant producing the concrete, batching, mixing and transportation equipment is, in the opinion of the Engineer, suitable for production and transportation of specified concrete.

PART 3 EXECUTION

- 3.01** Construction Methods: Forms shall be of sufficient strength to resist pressure of the concrete without springing. Do not remove bottom forms within twenty-four hours after concrete has been placed. Do not remove side or top forms within twelve hours after concrete has been placed. Upon removal of forms, correct minor defects with a rich mix cement mortar. Finish curbs, gutters, walks or medians until a smooth surface is attained. Final finish shall be a light broom finish. When completed cure concrete as specified.
- 3.02** Placing of Concrete: Deposit concrete in clean, wet forms and as nearly as practicable in its final position to avoid segregation. Place concrete at a rate so concrete is at all times plastic and flows readily into the place

between the bars. Concrete placement shall be continuous operation until the panel or section is completed. Vibrate all structural concrete. Concrete shall be deposited on the subgrade or in the forms from a chute or drip pipe without a free fall. Placing by means of pumping may be allowed, contingent upon the adequacy of the equipment for this particular work. Operation of pumping shall insure a continuous stream of concrete shall be regulated so that the pressure caused by wet concrete shall not exceed that used in the design of the forms. After the concrete has taken its initial set, exercise care to avoid jarring forms or placing any strain on ends of projecting reinforcement.

3.03 Machine-Laying: Will be permitted, providing all quality conditions of conventional construction are met.

3.04 Curing: As soon as practicable after finishing all concrete, cover with burlap or polyethylene sheeting and keep moist for a period of 7 days; or, apply an approved membrane curing compound at Contractor's option. Where membrane-curing compound is used, allow no walking or other traffic over the slab for seventy-two hours after application unless surface is protected by burlap or heavy building paper.

3.05 JOINTS

- A.** Construction Joints: Locate joints not shown or specified so as to least impair strength and appearance of the work. Place concrete at such a rate so surfaces of concrete which have not been carried to joint levels will not have attained initial set before additional concrete is placed thereon.
- B.** Contraction Joints: Construct curbs, curb-and-gutters, and valley gutters with contraction joints at intervals of 10 feet except where shorter intervals are required for closures, but no joint shall be constructed at intervals of less than 4 feet. Construct sidewalks and concrete medians with contraction joints at intervals equal to the width of the walk or median respectively unless otherwise noted on the Drawings. Contraction joints may be of the open type or sawed. Construction of contraction joints shall conform to Sections 520 and 522 of FDOT Standard Specifications.
- C.** Expansion Joints: Construct curbs, curb-and-gutters, and valley gutters with expansion joints at all inlets, all radius points, all points where operations cease for any considerable time and at intervals of not more than 100 feet. Construct walks and concrete medians with expansion joints at points of walk or median termination against any unyielding

surface and at intervals not to exceed 90 feet. Construct expansion joints with PVC slips encasing the reinforcing bars. Expansion joint material shall be one-half inch bituminous impregnated expansion joint material. Construction of expansion joints shall conform to Sections 520 and 522 of FDOT Standard Specifications.

- D. Other: Where the Drawings call for sealed joints between walks or concrete medians and curbs, construct such joints in conformance with Sections 520 and 522 of FDOT Standard Specifications.

3.06 Contractor's Responsibilities: Reject all delivered concrete and finishes not meeting these specifications. Secure laboratory tests or reports if such tests or reports are requested by Engineer.

3.07 TESTING

- A. Excavation shall be to the required depth, and supporting earth, base, or subgrade shall be compacted. When Drawings call for a stabilized subgrade under curb or gutter, the subgrade shall be stabilized, and tested if required, as set forth elsewhere in these Specifications and as indicated on the Drawings. When the Drawings call for a soil-cement base, compact subgrade supporting curb or gutter by watering, rolling or tamping to ninety-five percent (95%) of maximum density as determined by AASHTO T-180. Compact subgrades for walks, and concrete medians to a firm, even surface, by means of rolling, watering or tamping.
- B. After concrete has set sufficiently, but not later than three days after placement of concrete, backfill and compact spaces in front and back with suitable material. When street bases are to be constructed adjacent to curbs, gutters, etc., the curb, gutter, etc., shall cure for a period of not less than three days before any base material is placed against it.

SECTION 02936

SEEDING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Preparation of soil.
- B. Fertilizing.
- C. Seeding.
- D. Mulching.
- E. Maintenance.

1.02 REFERENCES

- A. **FS O-F-241 – Fertilizers, Mixed, Commercial.**

1.03 DEFINITIONS

- A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.04 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer, seed and herbicide composition.

1.05 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site under provisions of Section 01600, Material and Equipment.
- B. Store and protect products under provisions of Section 01600, Material and Equipment.

- C. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
- D. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.07 MAINTENANCE SERVICE

- A. Maintain seeded areas until all work is accepted by the Owner.

PART 2 PRODUCTS

2.01 SEED MIXTURE

- A. During the period between February 15 and October 15 the seed mixture shall be 175 lbs. Argentina Bahia per acre and 45 lbs. Hulled Bermuda per acre.
- B. During the period between October 15 and February 15 the seed mixture shall be 175 lbs. Argentina Bahia per acre, 45 lbs. Hulled Bermuda per acre and 45 lbs Winter Rye per acre.
- C. All seed shall meet the requirements or the State Department of Agriculture and Consumer Services and all applicable Federal, State and Local laws.

2.02 SOIL MATERIALS

- A. Topsoil: Excavated from site and free of weeds.

2.03 ACCESSORIES

- A. Mulching Material: Oat, rye or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Coastal Bermuda, or Bahia grass are acceptable.
- B. Manufactured Mulch: Cellulose-fiber or wood-pulp mulch shall be products commercially available for such use.
- C. Asphalt Binder: Asphalt binder material shall conform to the requirements of AASHTO M 140, Type SS-1, or RS-1, as appropriate.
- D. Fertilizer: Commercial 8-8-8.

- E. Water: Clean, fresh and free of substances or matter which could inhibit vigorous growth of grass.

PART 3 EXECUTION

3.01 INSPECTION

- A. Verify that prepared soil base is ready to receive the work of this Section.
- B. Beginning of installation means acceptance of existing site conditions.

3.02 PREPARATION OF SOIL

- A. Prepare soil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials, weeds, and undesirable plants and their roots. Remove contaminated subsoil.
- C. Scarify soil to a depth of 8 inches. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil.
- D. Grade to eliminate rough, low, or soft areas, and to ensure positive drainage.

3.03 FERTILIZING

- A. Apply fertilizer in accordance with manufacturer's instructions.
- B. Apply after smooth raking of soil and prior to roller compaction.
- C. Do not apply fertilizer at same time or with same machine as will be used to apply seed.
- D. Lightly water to aid the dissipation of fertilizer.

3.04 SEEDING

- A. Apply seed uniformly at a rate of 50 lbs per acre. Rake in lightly. Do not seed area in excess of that which can be mulched on same day.
- B. Do not sow immediately following rain, when ground is too dry, or during windy periods.
- C. Immediately following seeding, apply mulch to a thickness of two inches. Maintain clear of shrubs and trees.
- D. Apply water with a fine spray immediately after each area as been mulched. Saturate to 4 inches of soil.

3.05 SEED PROTECTION

- A. Cover seeded slopes where grade is 4 inches per foot or greater with erosion fabric. Roll fabric onto slopes without stretching or pulling.
- B. Lay fabric smoothly on surface, bury top end of each section in 6-inch deep excavated topsoil trench. Provide 12-inch overlap of adjacent rolls. Backfill trench and rake smooth, level with adjacent soil.
- C. Secure outside edges and overlaps at 36-inch intervals with stakes.
- D. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
- E. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum 6 inches.

3.06 MULCHING

- A. Hold mulch in place by light disking, a very thin covering of topsoil, asphalt binder, or other adhesive material approved by the Engineer. Where mulches have been secured by the asphalt binder method, it will not be permissible to walk on the slopes after the binder has been applied. In application of asphalt binder material, take every precaution to guard against damaging or disfiguring structures or property on or adjacent to the areas worked. Any damage resulting from operations will be repaired at no cost to the Owner.
- B. If binder is ordered, spray all mulched surfaces with asphalt binder material so surface has a uniform appearance. Binder shall be uniformly applied to mulch at rate of approximately 8.0 gallons per 1,000 square feet, with a minimum of 6.0 gallons and a maximum of 10.0 gallons per

1,000 square feet depending on the type of mulch and the effectiveness of the binder securing it. Bituminous binder material may be sprayed on the mulched slop areas from either the top or the bottom of the slope. Use pump and air compressor of adequate capacity to insure uniform distribution of the bituminous material.

3.07 MAINTENANCE

- A.** Maintain seeded area until final acceptance of work under the Contract.
- B.** Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches. Neatly trim edges and hand clip where necessary.
- C.** Immediately remove clippings after mowing and trimming.
- D.** Water daily to prevent grass and soil from drying out.
- E.** Roll surface to remove minor depressions or irregularities.
- F.** Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.
- G.** Immediately reseed areas which show bare spots.
- H.** Protect seeded areas with warning signs during maintenance period.

SECTION 02938

SODDING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Preparation of subsoil
- B. Placing topsoil.
- C. Fertilizing.
- D. Sod installation.
- E. Maintenance.

1.02 REFERENCES

- A. ASPA (American Sod Producers Association) – Guideline Specifications to Sodding.
- B. FS O-F-241 – Fertilizers, Mixed, Commercial.
- C. Applicable portions of the City of Naples Fertilizer Ordinance 08-11972

1.03 DEFINITIONS

- A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.04 QUALITY ASSURANCE

- A. Sod Producer: Company specializing in sod production and harvesting with minimum five years experience, and certified by the State of Florida.
- B. Installer: Company approved by the sod producer.
- C. Sod: Minimum age of 18 months, with root development that will support its own weight, without tearing, when suspended vertically by holding the upper two corners.
- D. Submit sod certification for grass species and location of sod source.

1.05 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.

- B. Applicable portions of the City of Naples Fertilizer Ordinance 08-11972

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site under provisions of Section 01600, Material and Equipment.
- B. Store and protect products under provisions of Section 01600, Material and Equipment.
- C. Deliver sod on pallets. Protect exposed roots from dehydration.
- D. Do not deliver more sod than can be laid within 24 hours.

1.07 MAINTENANCE SERVICE

- A. Maintain installed sod until Owner has accepted all work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Sod: Nursery grown grade; cultivated grass sod; type indicated below; with strong fibrous root system, free of stones, burned or bare spots. Sod shall be as shown on plans.
- B. Topsoil: Excavated from site and free of weeds.
- C. Fertilizer: As recommended by sod producer.
- D. Water: Clean, fresh, and free of substances or matter which could inhibit vigorous growth of grass.

2.02 ACCESSORIES

- A. Wood Pegs: Softwood; sufficient size and length to ensure anchorage of sod on slope.
- B. Wire Mesh: Interwoven hexagonal metal wire mesh of 2 size.

2.03 HARVESTING SOD

- A. Machine cut sod and load on pallets.
- B. Cut sod in area not exceeding one sq yd with minimum ½ inch topsoil base.

PART 3 EXECUTION

3.01 INSPECTION

- A. Verify that prepared soil base is ready to receive the work of this Section
- B. Beginning of installation means acceptance of existing site conditions.

3.02 PREPARATION OF SUBSOIL

- A. Prepare subsoil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials and undesirable plants and their roots. Do not bury foreign material beneath areas to be sodded. Remove contaminated subsoil.
- C. Scarify subsoil to a depth of 4 inches where topsoil is to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil.

3.03 PLACING TOPSOIL

- A. Spread topsoil to a minimum depth of 2 inches over area to be sodded.
- B. Place topsoil during dry weather and on dry, unfrozen subgrade.
- C. Remove vegetable matter and foreign non-organic material while spreading.
- D. Grade to eliminate rough, low, or soft areas, and to ensure positive drainage.

3.04 FERTILIZING

- A. Apply fertilizer in accordance with manufacturer's instructions.
- B. Apply after smooth raking of topsoil and prior to installation of sod.
- C. Apply fertilizer no more than 48 hours before laying sod.
- D. Mix thoroughly into upper 2 inches of topsoil.
- E. Lightly water to aid the dissipation of fertilizer.

3.05 LAYING SOD

- A. Moisten prepared surface immediately prior to laying sod.
- B. Lay sod within 24 hours after harvesting to prevent deterioration.

- C. Lay sod tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.
- D. Lay smooth. Align with adjoining grass areas. Place top elevation of sod ½ inch below adjoining paving or curbs.
- E. On slopes 6 inches per foot and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at maximum 2 feet on center. Drive pegs flush with soil portion of sod.
- F. Prior to placing sod on slopes exceeding 8 inches per foot or where indicated, place wire mesh over topsoil. Securely anchor sod in place over wire mesh and topsoil with wood pegs sunk firmly into the ground.
- G. Water sodded areas immediately after installation. Saturate sod to 4 inches of soil.
- H. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities. Roll sodded areas with roller not exceeding 150 lbs per foot of roller width.

3.06 MAINTENANCE

- A. Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches.
- B. Neatly trim edges and hand clip where necessary.
- C. Immediately remove clippings after mowing and trimming.
- D. Water to prevent grass and soil from drying out.
- E. Roll surface to remove minor depressions or irregularities.
- F. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.
- G. Immediately replace sod to areas which show deterioration or bare spots.
- H. Protect sodded areas with warning signs during maintenance period.

24 C.F.R. § 135.38 Section 3 clause.

Title 24 - Housing and Urban Development Title 24: Housing and Urban Development

PART 135—ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS

Subpart B—Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause) § 135.38 Section 3 clause:

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis [or other basis] as follows [or in Exhibit B-1, which is attached and made part of this Agreement]:

ANTHONY PARK IMPROVEMENTS - BIDTAB - EXHIBIT Page 1

ANTHONY PARK IMPROVEMENTS

BID TAB: BASE BID ITEMS

BASE BID ITEMS

19-Aug-11	ITEM	NOTE	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST \$	SUBTOTAL \$
PAVING & GRADING & SITE PREP							
	1		Mobilization	1	LS	\$1,877.55	\$1,877.55
	2		Jobsite Notification Sign [4'x 8']	1	LS	\$863.17	\$863.17
	3		Survey Staking and Layout	1	LS	\$3,755.84	\$3,755.84
	4		Survey As-built- Completion	1	LS	\$1,630.05	\$1,630.05
	5	Des-7	SITE PREP- Open Field, Re-grade to Uniform Slope, Balance out Fill	6724	SY	\$0.75	\$5,043.00
	6	Des-6	SITE PREP- Open Field, Clearing, Scarify Turf Layer	6724	SY	\$1.26	\$8,472.24
	7	Des-5	SITE PREP- Open Field, Herbicide Application, [Roundup, (x 2) @10 day interval]	6724	SY	\$0.63	\$4,236.12
	8	Des-3	Replace Unsuitable Soils [mixed, placed, rough grade]	50	CY	\$17.39	\$869.50
	9		Roadway Import Fill to Grade [placed and compacted]	20	CY	\$40.32	\$806.40
	10	Des-1	SITE PREP- Clearing [Turf Layer Removal, roadside row open space]	400	SY	\$3.21	\$1,284.00
	11		Asphalt Demolition & Disposal, Sawcut and Remove	139	SY	\$5.41	\$751.99
	12		8" Stabilised Subgrade [LBR-40]	708	SY	\$2.21	\$1,564.68
	13		Asphalt surface milling (3/4")	555	SY	\$5.42	\$3,008.10
	14		6" Limerock Base [LBR-100]	371	SY	\$8.51	\$3,157.21
	15		4" Limerock Base [LBR-100]	564	SY	\$8.25	\$4,653.00
	16		12" Stabilised Subgrade [LBR-40]	398	SY	\$1.89	\$752.22
	17		EROSION CONTROL -Silt Fencing & Placement	1715	LF	\$2.60	\$4,459.00
	18		1-1/2" Type "S" Asphalt (2-Lifts)	564	SY	\$10.84	\$6,113.76
	19		3/4" Type "S" Asphalt (1st Lift only)	357	SY	\$7.81	\$2,788.17
	20		3/4" Type "S" Asphalt (2nd Lift only)	912	SY	\$7.18	\$6,548.16
	21		Maintenance of Traffic [MOT]	1	LS	\$2,756.00	\$2,756.00
	22		Final Grading - Open Field, Prep for Sodding / Seeding	6724	SY	\$0.28	\$1,882.72
	23	Des-8	Unforseen Conditions Remediation	1	LS		
	24		Signing & Striping	1	LS	\$5,747.54	\$5,747.54

BASE BID SUBTOTAL = \$73,020.42

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST \$	SUBTOTAL \$
LANDSCAPING & IRRIGATION					
25	TREES -Black Olive [10'oa x 4'spd, 5'ct, 1.75"cal]	1	EA	\$159.30	\$159.30
26	TREES -Live Oak [10'oa x 4'spd, 5'ct, 1.75"cal]	3	EA	\$144.32	\$432.96
27	SHRUBS -Red Tip Cocoplum [3 gal, 20"]	22	EA	\$8.09	\$177.98
28	SOD- St Augustine Floritam (Cul de sac area; ref. SOD1 Landscape Plans)	4330	SF	\$0.39	\$1,688.70
29	MULCH- Eucalyptus Grade "A" [3" layer]	200	SF	\$5.52	\$1,104.00
30	IRRIGATION -Irrigation Sleeves @ Cul de sac (per Landscape Plan)	30	LF	\$2.75	\$82.50
31	IRRIGATION - Valves (1.5" rainbird)	1	EA	\$123.12	\$123.12
32	IRRIGATION - Spray Heads (rainbird)	29	EA	\$41.99	\$1,217.71

BASE BID SUBTOTAL = \$4,986.27

BASE BID TOTALS

OVERALL BASE BID TOTAL = \$78,006.69

Note! Spreadsheet subtotals are generated automatically, enter columns for UNIT COST and QUANTITY only !!

ANTHONY PARK IMPROVEMENTS - BIDTAB - EXHIBIT Page 2

ANTHONY PARK IMPROVEMENTS

BID TAB: ALTERNATE "B" ITEMS

ALTERNATE "B" - PAVING & GRADING & SITE PREP.

19-Aug-11		ESTIMATED	UNIT	UNIT COST \$	SUBTOTAL \$
ITEM	NOTE DESCRIPTION	QUANTITY			
ALTERNATE "B" BID ITEMS					
1	Alt-B Survey Staking and Layout	1	LS	1067.05	\$1,067.05
2	Alt-B 8" Stabilised Subgrade [LBR-40]	433	SY	2.21	\$956.93
3	Alt-B 4" Limerock Base [LBR-100]	355	SY	8.25	\$2,928.75
4	Alt-B 1-1/2" Type "S" Asphalt (2-Lifts)	355	SY	10.84	\$3,848.20

ALTERNATE "B" BID SUBTOTAL = \$8,800.93

ALTERNATE "B" BID TOTAL = \$8,800.93

ANTHONY PARK IMPROVEMENTS BIDTAB- EXHIBIT Page 3 (SUMMARY)

ANTHONY PARK IMPROVEMENTS

BIDTAB: OVERALL SUMMARY PAGE

BASE BID SUMMARY

Exhibit Page No.	BASE BID TOTALS	TOTALS (FROM PREVIOUS PAGES)	BASE BID W/ ADDITIVE ALTERNATE "B"	
			BASE BID	ALTERNATE "B"
1	OVERALL BASE BID TOTAL	\$78,006.69	\$78,006.69	\$78,006.69
ALTERNATE "B" BID OPTIONS				
2	PAVING & GRADING & SITE PREP.	\$8,800.93		\$8,800.93
AGGREGATED BID TOTALS =			\$78,006.69	\$86,807.62

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the CITY, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the CITY.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for CITY's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the CITY, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the CITY, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples and their Engineer must be named as **Additional Insured** on the insurance certificate **and the following must also be stated on the certificate.** "These coverages are primary to all other coverages the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. **The Certificate Holder shall read as follows:**

**The City of Naples
735 Eighth Street South
Naples, Florida 34102**

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the _____ of Surety Construction Company (“the CONTRACTOR”), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 (“IRCA”), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR’s files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR’s books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this _____ day of _____, 2011.

By: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2011.

The Affiant, _____, is [] personally known to me or [] has produced _____ as identification, which is current or has been issued within the past five years and bears a serial number of other identifying number.

Print Name:

NOTARY PUBLIC - STATE
OF _____

Commission Number: _____

My Commission Expires: _____

(Notary Seal)