



**CITY OF WINTER GARDEN**

**REQUEST FOR PROPOSALS  
(RFP) #24-002**

**CONSTRUCTION SERVICES FOR  
CITY OF WINTER GARDEN CEMETERY EXPANSION  
(13452 LAKE BUTLER BLVD)**

APRIL 2024

**CITY OF WINTER GARDEN CEMETERY EXPANSION  
TABLE OF CONTENTS**

**DIVISION 0 - PROPOSAL AND CONTRACT REQUIREMENTS AND FORMS**

- Notice of Award (TBD)
- Pre-proposal Meeting Agenda (TBD)
- Addendum #XX (TBD)
- 00020 – Request for Proposals Legal Advertisement
- 00030 – RFP Scope of Work
- 00100 - Instructions to Proposers
- 00200 – Submission Requirements & Selection Criteria
- 00310 - Proposal Form
  - Proposal Bond
- 00500 - Draft Agreement Between Owner and Contractor
  - Payment and Performance Bond
  - Certificate of Insurance
  - Application and Certificate for Payment
  - Contractor's Affidavit of Payment of Debts and Claims
  - Contractor's Affidavit of Release of Liens
  - Certificate of Substantial Completion
  - Consent of Surety Company to Final Payment
  - Modification to Contract Document
  - Change Order
- 00510 - General Conditions
- 00810 - Supplementary Conditions
- 00851 - Drawings Index

**DIVISION 1 - GENERAL REQUIREMENTS**

- 01001 - General Requirements
- 01040 - Inspection, Testing and Reports
- 01100 - Basis of Proposals
- 01500 – Stormwater Pollution Prevention Plan & NPDES Compliance
- 01576 - Maintenance of Traffic
- 01700 - Project Closeout
- 01720 - Project Record Documents

**DIVISION 2 - SITE WORK**

- 02110 – Site Clearing
- 02202 – Excavating; Trenching; and Backfilling for Utilities
- 02210 – Earthwork and Site Grading
- 02232 – Soil Cement Base
- 02487 – Grassing, Mulching and Sodding
- 02513 – Asphalt Concrete Paving
- 02528 – Concrete Curbs and Walks

**DIVISION 3 – CONCRETE**

- 03101 – Concrete Work

**DIVISION 4 – 15/17 – Not Used**

LEGAL ADVERTISEMENT

CITY OF WINTER GARDEN  
REQUEST FOR PROPOSALS "RFP" #24-002  
CONSTRUCTION SERVICES FOR WINTER GARDEN CEMETERY EXPANSION PROJECT

The City of Winter Garden, Florida is soliciting proposals from qualified professional General Contractors that are interested in providing construction services for the City's CEMETERY EXPANSION PROJECT.

Proposal packages must be received no later than 2:00 p.m. (local time) on, June 18, 2024. Any proposal packages received after the above noted time will not be accepted under any circumstances. Any uncertainty regarding the time a proposal package is received will be resolved against the Respondent. Proposal packages submitted after this designated time will be returned unopened.

Contractors interested in providing the construction services shall submit one (1) original and four (4) copies of their proposal to the City of Winter Garden Reception desk by the submission deadline to the attention of:

Steve Pash – Assistant City Manager for Public Services  
City of Winter Garden  
RFP 24-002  
300 W. Plant Street  
Winter Garden, FL 34787

No fax or electronic submissions will be accepted.

Each proposer shall be required to purchase an RFP package from the Engineer prior to submitting his/her/its proposal and have a representative attend a MANDATORY PRE-PROPOSAL MEETING. The Mandatory Pre-Proposal Meeting is scheduled for 1:00 p.m. on Monday, June 3, 2024 at the Winter Garden City Hall, 300 West Plant Street, Winter Garden, Florida, 34787. Proposers who have not purchased an RFP package from the City prior to submitting their proposal and do not have a representative attend the Mandatory Pre-Proposal Meeting shall be disqualified.

RFP proposal packages may be obtained Monday through Friday, 8:00 am to 4:30 pm, at the offices of the City's engineering consultant, Madrid CPWG, 5001 N Nebraska Avenue, Suite A, Tampa, Florida 33603 for \$25.00 per package. Please direct all inquiries to Grace Harrison (phone: (321) 436-4796). The City of Winter Garden reserves the right to accept or reject, in part or total, any or all proposals and to waive any informalities as deemed in the best interest of the City.

All proposals must be marked on the outside of the envelope with the proposer's name, project name, and the time and date of opening. It shall be the PROPOSERS responsibility to ensure that proposals are delivered to the above address by the appointed time.

Steve Pash  
Assistant City Manager for Public Services

END - SECTION 00020

SECTION 00030

CITY OF WINTER GARDEN  
REQUEST FOR PROPOSALS - RFP #24-002  
CONSTRUCTION SERVICES FOR CITY OF WINTER GARDEN CEMETERY  
EXPANSION

**SCOPE OF WORK:**

Work shall include but may not be limited to the following: Removal of existing vegetation; import of fill material, grading, construction of asphalt roads, with associated drainage, landscape, irrigation and lighting improvements; all as described in the contract documents. Also included is providing temporary erosion and sediment control for all areas as detailed on the plans and required by governing authorities.

END  
SECTION 00030

## SECTION 00100

### INSTRUCTION TO PROPOSERS

1. PROPOSER is defined as any individual, firm, corporation or other entity submitting a Proposal to the OWNER for the work contemplated.
2. All proposers are required to have a representative attend a MANDATORY PRE-PROPOSAL MEETING. The Mandatory Pre-Proposal Meeting will be conducted at the time and place designated in Section 00020, Request for Proposal. Proposers who do not have a representative attend the Mandatory Pre-Proposal Meeting shall be disqualified.
3. Sealed Proposals for accomplishment of the Work as herein specified and shown on the drawings shall be received at the time and place designated in Section 00020, REQUEST FOR PROPOSAL.
4. Proposal Form: The Proposal shall be submitted on the form furnished herein. If additional copies of the form are required, such may be secured from the ENGINEER. The blank spaces shall be filled in correctly for each item given. The proposer shall state the unit price and total estimated price, typewritten or written in ink, for which it proposes to do each item of work.
5. Proposal Bond/Guaranty: As the total cost of this Project is anticipated to exceed \$500,000.00, each proposal shall be accompanied by a proposal bond/guaranty of not less than five (5) percent of the amount of the proposal, which may be a cashier's check or Proposal Bond made payable to the City of Winter Garden, Florida.

This check or bond guarantees that the proposal will remain in effect for 90 days after the scheduled proposal opening date, and that, if selected, the proposer will execute said contract within ten (10) calendar days after being awarded the contract. In case of failure on his/her part to execute said contract within ten (10) calendar days after being awarded the contract, the check, bond or other security accompanying the proposal and the money payable thereon, shall become the property of the City, by forfeit as agreed and liquidated damages.

Any checks submitted to the City for proposal guaranty shall be deposited into the City's bank account upon receipt. The bonds, or in the case of a cashier's check in the amount of the proposal guaranty, of all proposers whose proposals are not accepted will be available for return (bond) or reimbursement (check) by the City within fifteen days after the proposal opening, unless the OWNER and the ENGINEER are forced into extending this fifteen-day period, due to unforeseen and unanticipated problems in which case such period will in no way be extended beyond seven additional days. The OWNER reserves the right to hold the security of the three (3) highest ranked proposers until the contract is properly executed. In the event the time prior to the return of any monies received by the City for proposal guaranty exceeds 30 days, the City will include any interest earned with the reimbursement.

6. Signature on Proposal: The PROPOSER must sign the proposal correctly. If made by an individual, his or her name and post office address shall be shown. If made by a firm or partnership, the name and post office address shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered, and the name and business address of its president, secretary and treasurer. The proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall file with the legal evidence of the authority to do so.

7. Familiarity with Laws: The PROPOSER is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. The PROPOSER shall not be relieved of responsibility due to ignorance of the law.

8. Addenda: Any addenda issued by the ENGINEER prior to the opening of proposals for the purpose of changing the intent or content of the conditions, specifications, contract documents, or drawings, or clarifying the meaning of same, shall be binding in the same way as if written in the conditions, specifications, and drawings. All addenda shall be made available to PROPOSERS who have purchased proposal packages from the OWNER, and it is each PROPOSER'S responsibility to check with the issuing office and immediately secure all addenda before submitting proposals. It is the usual practice for the Engineer to mail addenda to known PROPOSERS, but it cannot be guaranteed that all PROPOSERS will receive addenda in this manner. Each PROPOSER shall acknowledge receipt of the addenda by notation in the space provided on the Proposal Form.

9. Examination of Drawings, Specifications and Site of Work: The PROPOSER is required, before submitting a proposal, to visit the site of the proposed work and to become familiar with the nature and extent of the work, any local conditions that may affect the work, and the equipment, materials, quantities of materials, and labor required. The PROPOSER is also required to examine carefully the drawings, and specifications, the Form of Agreement, insurance requirements, and to become accurately informed of conditions and requirements contained herein that may affect the work to be performed. Neither the ENGINEER nor OWNER assumes any responsibility for proposal errors and omissions caused by failure of the CONTRACTOR or any subcontractors to fully comply with these requirements. Complete sets of drawings, specifications and other documents relating to this contract are available for purchase and inspection. Failure by the PROPOSER to purchase a proposal package from the office of the ENGINEER prior to proposal submittal shall be deemed a failure by the PROPOSER to sufficiently familiarize itself with the details of the project and shall result in disqualification of the PROPOSER.

10. Disqualification of Proposers: No PROPOSER shall submit more than one Proposal, and reasonable grounds for believing that a PROPOSER is interested in more than one Proposal for the same work shall cause rejection of all Proposals in which such PROPOSER, or PROPOSERS, are believed to be interested. Any or all Proposals shall be rejected if there is reason to believe that collusion exists among the PROPOSERS, and no participants in such collusion shall be considered in future Proposals for the same work. All PROPOSERS must purchase proposal packages from the office of the OWNER prior to proposal submittal and have a representative attend the MANDATORY PRE-PROPOSAL MEETING. The Mandatory Pre-Proposal Meeting will be conducted at the time and place designated in Section 00020, REQUEST FOR PROPOSAL. Proposers who have not purchased proposal packages from the office of the OWNER prior to proposal submittal and do not have a representative attend the Mandatory Pre-Proposal Meeting shall be disqualified.

11. Right to Reject Proposal: Right is reserved to reject any or all Proposals and to waive any informality or irregularity in any Proposal received. Proposals may be considered irregular and may be rejected if they show omissions, alteration of form, additions not called for, conditional or unauthorized alternate proposals, or irregularities of any kind; also if the unit prices, if called for in the proposal, are obviously unbalanced either in excess of or below reasonable cost analysis values. Proposals that do not comply with this RFP may be disqualified as unresponsive. Furthermore, this RFP may be rescinded any time prior to award if the OWNER determines that such RFP is obsolete, unnecessary, or otherwise no longer in the best interests of the OWNER.

12. Award of Contract: The award of the contract, if it is awarded, will be to the PROPOSER whose qualifications indicate to the OWNER that the award will be in the best interest of the Project and whose Proposal shall comply with the requirements of the RFP and Contract Documents. The City does not bind itself to accept the Proposal with the lowest prices quoted in the Proposals submitted. Multiple factors shall be considered in weighing the responsibility and responsiveness of the Proposals. In no case will the award be made until all necessary investigations have been made to determine the qualifications of the PROPOSER. The OWNER may select any combination of alternates in order to establish the extent of work and determine the acceptable proposal, if any.

The contract shall be awarded to the most responsive responsible proposer, which said qualification shall enable the awarding authority of the OWNER to take into consideration the financial responsibility of the proposer, proven skills, experience, facilities for performing the contract, previous satisfactory performance, and such other abilities of the PROPOSER as will enable him to perform efficiently the contract proposal upon, as soon as practicable after the proposal opening. In case of error in the extension of prices, if unit prices are called for in the Proposal, the unit proposal price shall govern. The OWNER reserves the right to waive any informality of proposals at his discretion.

13. Execution of the Agreement: The individual, firm, or corporation to which the contract has been awarded shall sign the Agreement entering into contract with the OWNER, and return it to the OWNER within (10) days. No contract shall be considered binding upon the OWNER until such has been properly executed. The Contract awarded shall be substantially in the form contained within this RFP; provided however, the OWNER reserves the right to make changes to the Contract in the best interest of the OWNER prior to execution of the Contract.

14. Failure to Execute the Agreement: Failure on the part of the successful PROPOSER to execute the Agreement within the time stated will be just cause for the annulment of the award and forfeiture of the Proposal Guaranty. The award may be made to the next acceptable PROPOSER, or the work re-advertised as the OWNER may elect.

15. Payment and Performance Bond: In accordance with Section 255.05, Florida Statutes, the successful PROPOSER will be required to furnish a payment and performance bond, executed by a surety company duly authorized to do business in the State of Florida, and on the approved U.S. Treasury List of Bonding Companies, in an amount at least equal to **120%** of the contract price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing materials in connection with this contract. In case of default on the part of the Contractor, all expenses incident to ascertaining and collecting losses under the bond, including both City costs, shall lie against the bond. Performance and payment bonds shall be written on the Public Construction Payment and Performance Bond form included in the bid documents for which the contract was procured. When the PROPOSER to whom the contract is awarded delivers the executed contract it shall be accompanied by the required Public Construction Payment and Performance Bond, which shall be recorded by the successful PROPOSER in the Public Records of Orange County, Florida, and a certified copy of the recorded version of the same delivered to the City prior to commencing the work.

16. Proposal Modifications will be accepted from the PROPOSERS prior to opening proposals. Modifications may be telegraphic or in other written or printed form. Modifications shall be read by OWNER or ENGINEER prior to formal opening of proposals.

17. Withdrawal of Proposals: Proposals may be withdrawn by written communication with the OWNER, without prejudice to the PROPOSER not later than the day and hour set for opening of proposals. The proposal shall be returned unopened, provided that the PROPOSER has marked the proposal with a valid return address.

18. Intent of Drawings and Specifications: If contradictions occur within the specifications or drawings concerning quantity, quality or method of installation, the PROPOSER shall be responsible for the cost of furnishing the more expensive item or installation and the greater quantity. Any requests by the PROPOSER for clarification or additional information must be submitted to the OWNER at least seven (7) days prior to the date set for opening of proposals and be accompanied by written information sufficient for the ENGINEER to make a determination. Any additional information or clarification acceptable to the ENGINEER will be specified by addenda as determined by the ENGINEER.

19. Requests to Specify Additional Items: Wherever material or equipment is specified or described by using the name of the proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor and the name is not followed by words indicating that no substitution is permitted, requests to specify additional proprietary items, manufacturers, fabricators, suppliers, or distributors will be considered by the ENGINEER during the proposing period.

20. Requests must be submitted to the OWNER at least seven (7) days prior to the date set for opening of proposals and be accompanied by information sufficient for the ENGINEER to make a determination. Items and names acceptable to the ENGINEER will be specified by addenda.

21. Forms: Forms to be utilized for this project are included after Section 00310, PROPOSAL FORM.

22. List of Subcontractors (AIA Document G805) shall be completed and submitted with the Proposal Form. Minority business enterprises shall be indicated on the list of subcontractors. The City requires that no more than 50% of the work be performed by subcontractors. At least 50% of the work shall be performed by the Proposer's own forces.

23. Insurance: The successful PROPOSER shall obtain a certificate of insurance for Comprehensive General Liability (including Products/Completed Operations Insurance, Contractual Liability Insurance covering the hold harmless agreement between the named insured and the City of Winter Garden, Florida, and Broad Form Property Damage Liability Insurance), Comprehensive Automobile Liability, Workers Compensation Employer's Liability. The Contractor shall name the City of Winter Garden and A.R. Miller Engineering, Inc., as "An Additional Named Insured" on the Certificate of Insurance. Additional Insurance requirements for this project are contained in Section 0200.

23. Warranty: The CONTRACTOR shall furnish to the OWNER a guaranty, to remain in full force and effect for a period of two years from the date of acceptance of the project by the OWNER, which shall provide that the CONTRACTOR shall repair or replace all work performed and materials and equipment furnished that were not performed or furnished in accordance with the approved plans and specifications or that become defective before the expiration of said period of two years. Such guaranty shall be covered by a surety bond, underwritten by a surety licensed to do business in the State of Florida. Notice to the CONTRACTOR that any part of the project needs to be repaired, replaced or made good during the guaranty period shall be given in writing by the OWNER. If the CONTRACTOR refuses or neglects to do such work within 7 calendar days from the date of service of such notice, or in the event such work requires longer than 7 calendar days for completion and the CONTRACTOR has not provided satisfactory evidence of his intention to perform such work within the time limit established by the OWNER, the OWNER shall have the work done by others and the cost thereof shall be paid by the CONTRACTOR or his surety. The surety bond shall not be released until the foregoing obligations have been fully discharged.

24. Minority Vendors: The PROPOSER is encouraged to utilize "minority business enterprises," as defined in Section 288.703, F.S., as subcontractors or sub-vendors when permitted under this Contract, and shall report same to OWNER on the form "List of Subcontractors."

25. Drug-Free Workplace: A Drug-Free Workplace form is attached. If applicable, the form should be completed and returned with the proposal. Pursuant to Florida Statutes, in the event of a tie proposal, the contract will be awarded to the drug-free company.

26. The PROPOSER shall not discriminate against any employee employed in the performance of this contract, or against any applicant for employment because of race, creed, color, handicap, national origin, or sex.

**SECTION 00200**  
**SUBMISSION REQUIREMENTS & SELECTION CRITERIA**

The interested and qualified contractors shall submit a written proposal for construction services describing their qualifications and experience in the type of work requested. Submissions shall be limited to a total of **thirty-five (35) 8.5” x 11” pages** (including resumes, but excluding front and back covers, dividers, and a 2-page cover letter), single-sided, portrait orientation, 12-point font. The required submission material includes the following:

**I. Contractor’s Qualifications**

- a. List of all Contractor’s employees, their qualifications, and their role for the City services.
- b. Contractor’s and employee’s certifications and registration with regulatory agencies, professional organizations, licenses etc.
- c. List of Contractor’s sub-contractors, their qualifications, and their role in this project.
- d. List of Contractor’s other current or recently completed similar services within the past two (2) years with other public or private agencies.
- e. List and quantity of Contractor’s (and Contractor’s sub-contractors’ if applicable) equipment, such as, excavators, dump trucks, specialized equipment, etc.
- f. List of at least five (5) client references to include organization name, contact person, telephone number(s), and e-mail address.

**II. Contractor’s Office Location**

List the location of all offices (contractor and sub-contractor) involved with this project.

The City reserves the right to accept or reject any or all proposals that it may, in its sole discretion, deem unresponsive, or to waive technicalities which best serves the overall interests of the City.

Cost of preparation of a response to the RFP is solely that of the contractor and the City assumes no responsibility for such cost incurred by the consultant.

Any request to withdraw a Proposal Package must be addressed in writing as above. Such requests must be received by the City prior to the deadline for submission.

**III. Proof of Liability Insurance**

\* Provide a current insurance certificate providing proof of Liability Insurance.

The successful Respondent shall be required to provide evidence of both General (Public & Property) Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Winter Garden by companies acceptable to the City at the following minimum limits and coverage’s with deductible amounts acceptable to the City:

Comprehensive General Liability Insurance:	\$1,000,000.00
(The City of Winter Garden is to be named as an additional insured.)	
Liability Insurance:	\$1,000,000.00

The Contractor shall cause each subcontractor employed by the Respondent in the performance of the Contract to maintain at least equal insurance coverage as is required of such Respondent herein. The Contractor shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on a subcontract until the Contractor has furnished copies of certificates of insurance evidencing that all insurance required of the subcontractor(s) has been so obtained and approved.

Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

- a) Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor and/or subcontractor providing such insurance.
- b) Workers' Compensation Insurance: The Contractor shall obtain during the life of this Agreement, Workers' Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the Contractor's employees connected with the work of this project and, in the event any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the Contractor's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Winter Garden.
- c) Contractor's Public Liability and Property Damage Insurance: The Contractor shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Winter Garden as an additional insured, and shall protect the Contractor from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor, and the amount of such insurance shall be the minimum limits as follows:
  - i) Automobile Bodily Injury Liability & Property Damage Liability
    - \$1,000,000 Combined single limit per occurrence (each person, each accident)
    - All covered automobile will be covered via symbol 1
    - Liability coverage will include hired & non-owned automobile liability
    - Include Waiver of Subrogation in favor of The City of Winter Garden
  - ii) Comprehensive General Liability (Occurrence Form) – This policy should name the City of Winter Garden and A.R. Miller Engineering, Inc. as additional insureds and should indicate that the insurance of the Contractor is primary and not contributory over the insurance of the City of Winter Garden and A.R. Miller Engineering, Inc.
    - \$2,000,000 GENERAL AGGREGATE
    - \$1,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
    - \$1,000,000 PER OCCURRENCE
    - \$1,000,000 PERSONAL & ADVERTISING INJURY
    - Include Waiver of Subrogation in favor of the City of Winter Garden

- d) Subcontractor's Comprehensive General Liability, Automobile Liability and Workers' Compensation Insurance: The Contractor shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Contractor's policy, as specified above.
- e) Owner's Protective Liability Insurance: The Contractor shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: \$1,000,000, per occurrence, and \$2,000,000. Aggregate. Such policy shall and name the City of Winter Garden as the Named Insured.
- f) Contractual Liability – Work Contract: The Contractor's insurance shall also include contractual liability coverage. **NOTE: FOR PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**

\$1,000,000	PER OCCURRENCE
\$2,000,000	AGGREGATE
- g) Builders Risk Insurance: The Contractor shall procure and furnish "All Risks" Builders Risk insurance coverage in the amount of the full Contract Price.
- h) Professional Liability Insurance: All architects and engineers working under the Contract shall have insurance coverage for Errors and Omissions in an amount at least as large as the amount of architectural or engineering services provided for in the Contract, but not less than \$300,000.00 each occurrence.

Certificates of Insurance: Certificate of Insurance Form, naming the City of Winter Garden as an additional insured will be furnished by the Contractor upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Buyer. This certificate shall be dated and show:

1. The name of the Insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
2. Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

Liability for Delay Damages: Time shall be of the essence in completing the proposed work, and the successful Respondent shall be required to comply with the Project Schedule, once established, and all interim time frames specified therein. The Utility Work shall be performed in a manner and using such methods so as not to cause a delay to the City in the prosecution of the project, and the successful Proposer shall be responsible for all costs incurred as a result of any delay to the City caused by errors or omissions in the plans, schedules, or estimates (including inaccurate location of facilities), failure to perform the work in accordance with the approved plans and schedule or the failure of the successful proposer to comply with any other obligation under the Contract documents. Furthermore, the Contractor agrees to indemnify and hold harmless the City for any claims of delay.

Proposer Bond/Guaranty: A proposer bond/guaranty must be provided in accordance with the City of Winter Garden's Purchasing Manual and as stated in Section 00100 of this package.

#### **IV. SELECTION CRITERIA**

Proposal Packages will be reviewed and evaluated by a Selection Committee and a short list of qualified firms may be invited to make a formal presentation. The following represent the principal selection criteria, which will be considered during the evaluation process. Points are determined by multiplying weight times grade. Shortlisting of firms will be based on converting each Committee Member's Total Score into a ranking with the highest score ranked first, second, highest ranked score, etc. Once converted, the Committee Member's ranking for each firm will be entered into a shortlist summary. The Total Score recorded on the summary sheet will determine the ranking and shortlisting.

1. Resources, Equipment and Personnel	20 Points
2. Adherence to Instructions, Past Performance and Experience of the Contractor	25 Points
3. Ability to Meet Time Schedule Requirements	15 Points
4. Projected workloads of the Firm	5 Points
5. Costs	35 Points
<hr/>	
	100 Points

#### **V. SELECTION PROCEDURES**

A City selection committee shall evaluate, score, and rank all proposals in descending order from highest to lowest score as determined pursuant to the selection criteria to determine which responsible and responsive proposal is the most advantageous to the City. The criteria for selection shall be based on the selection criteria above, including the firm's qualifications, past performance, and reference check. The City reserves the right, before awarding the contract, to require a Respondent to submit such evidence of its qualifications, as the City may deem necessary. The City shall be the sole judge of the competency of Respondents. In accordance with the City's Purchasing Manual, the contract shall be tentatively awarded to the highest scored proposal, which award shall be subject to final approval by the City Commission if the contract price exceeds \$50,000.00. The City selection committee will evaluate each respondent's proposals and recommend one contractor to the City Commission to provide the requested services. The City Commission approves the contractor, and the City Commission's decision shall be final.

All successful Respondents shall be required to execute an agreement which provides, among other things, that all plans, drawings, reports, and submittals that result from Respondent's services shall become the property of the City. Upon final approval of an award, the contract contained in this package shall be executed and returned to the City by the Contractor within 10 days of such approval.

The City reserves the right to make an award consistent with the maximum discretion afforded to the City under Florida law with regard to municipal procurement. The City shall have the right to select who in the opinion of the City will be in the best interest of and/or the most advantageous to the City after considering the criteria set forth in this RFP. The City also reserves the right to reject any Proposer who has previously failed in the proper performance of a contract or to deliver on time contracts of a similar nature with other governmental entities or who, in the City's opinion, is not in a position to perform properly under the intended contract award. The City reserves the right to waive any minor informalities or technicalities in proposals received, as may be deemed in the best interest of the City in the City's sole discretion. Additionally, the City reserves the right to reject all Proposers at any time prior to execution of a contract and to resolicit (or not) in its sole discretion. A decision to terminate the solicitation process may be made at any time before the City enters into a contract with a selected Proposer. A recommendation of contract award does not constitute a contract. The award of contract to the selected respondent is subject to City Commission approval and the execution of a contract with terms acceptable to the City. The city staff makes recommendations to the City Commission, and the City Commission ultimately has the authority to award contracts, including the right to re-rank Proposers differently than recommended by the City staff.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Firms submitting a proposal along with the required information and documentation will have their proposal evaluated and scored based on the evaluation criteria set forth herein. Further, each proposal will be evaluated for full compliance with the RFP instructions to the proposers and the terms and conditions set forth within the RFP document. Proposals will be scored and ranked in accordance with the weighting and grade specified in the following table. **The City is not obligated to make an award to the Proposer with the lowest bid or price submitted.** Proposals will be evaluated and an award made to that Proposer who is determined to be responsible and responsive to this Request for Proposal and whose proposal is the most advantageous to the City in terms of price, quality of service, the Proposer's qualifications and capabilities to provide the specified services and comply with the applicable conditions of this Request for Proposal and Contract, and who in the judgment of the City will best serve the needs and interests of the City.

In evaluating the Proposals, the City shall have the discretionary power to render decisions on: (i) the honesty, reputation, and integrity of a Proposer necessary to a faithful performance of the Contract; (ii) a Proposer's skill and business judgment; (iii) Proposer's facilities, labor force, and equipment for carrying out the Contract properly and expeditiously; (iv) Proposer's previous conduct under other contracts with the City and contracts with any other parties that the Proposer has provided work or services; (v) the quality of Proposer's previous work for the City and any other parties that the Proposer has provided work or services; (vi) Proposer's pecuniary ability and financial stability; (vii) the Proposer's previous and existing compliance with laws, ordinances and regulations; (viii) Proposer's maintenance of a permanent place of business; (ix) Proposer's appropriate successful contractual and technical experience in similar work; (x) Proportional amount of the work Proposer intends to perform with its own organization as compared with the portion it intends to subcontract; (xi) the qualifications of subcontractors whom each Proposer proposes to use; (xii) the proximity of Proposer's labor force, equipment and business operation in relation to the City, (xiii) Proposer's ability to meet and/or maintain scheduling requirements, (xiv) Proposer's quoted prices for services, and (xv) Proposer's responsiveness to this Request for Proposals.

The above factors may be determined by Proposer's past performance of services/work for supplied references and other parties Proposer has performed services/work, information submitted as part of the proposal or in response to an inquiry by the City, and information otherwise known or discovered by the City, or any combination thereof. The City may, but is not required to, conduct detailed examinations of Proposers, including of Proposer's personnel, place of business and facilities, compliance with federal, state, and local laws and all relevant licensing and permitting requirements, and other matters of responsibility germane to the procurement process. The failure of a Proposer to supply information in connection with an inquiry in a timely manner, at the City's discretion, may be grounds for rejecting such Proposer and its proposal.

The City and the selected Proposer will enter into a contract incorporating the requirements of this RFP and with other terms acceptable to the City. The Proposers agree to the use of the Contract Documents incorporated into this RFP; provided however, the City shall have flexibility to modify the Contract Document forms if it believes a change is warranted. The City reserves the right to reject a Proposer, even a proposer awarded the contract, at any time prior to full contract execution.

**COMPANY INFORMATION/SIGNATURE SHEET RFP**

FAILURE TO COMPLY WITH THESE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL PACKAGE. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS, AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF WINTER GARDEN.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
TELEPHONE (INCLUDE AREA CODE)

\_\_\_\_\_  
FAX (INCLUDE AREA CODE)

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
NAME/TITLE (PLEASE PRINT)

\_\_\_\_\_  
ADDRESS 1

\_\_\_\_\_  
REMITTANCE ADDRESS 1

\_\_\_\_\_  
ADDRESS 2

\_\_\_\_\_  
REMITTANCEADDRESS 2

\_\_\_\_\_  
CITY STATE ZIP

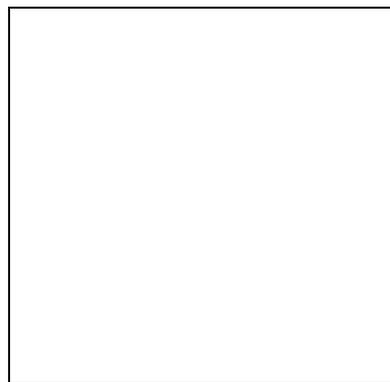
\_\_\_\_\_  
CITY STATE ZIP

FEDERAL ID# \_\_\_\_\_

Individual  Corporation  Partnership  Other (Specify): \_\_\_\_\_

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

Personally Known or  
 Produced Identification Type of Identification: \_\_\_\_\_



NOTARY SEAL

NOTARY PUBLIC – State of \_\_\_\_\_

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

\_\_\_\_\_

Signature of Notary Public

**SECTION 00310  
PROPOSAL FORM**

Date: \_\_\_\_\_  
City of Winter Garden  
Cemetery Expansion  
City Project Number RFP24-002

Name of Proposer: \_\_\_\_\_  
Address (of office overseeing this project): \_\_\_\_\_  
Phone: \_\_\_\_\_

TO: City of Winter Garden  
300 West Plant Street  
Winter Garden, Florida 34787

I/we have received and reviewed a complete set of the Contract Documents and Proposing Requirements for the project titled City of Winter Garden CEMETERY EXPANSION PROJECT, including Addenda \_\_\_\_\_ to \_\_\_\_\_, prepared by MADRID/CPWG, and in submitting this Proposal agree to the following:

1. To hold this proposal open for 90 days after the date of receipt of proposals;
2. To accept the provisions of "Instructions to Proposers" regarding the disposition and forfeiture of Proposal Guaranty;
3. To enter into and execute a Contract with the Owner within ten (10) days after presentation of the documents to Contractor for signature if awarded on the basis of this Proposal and to furnish Performance and Payment Bonds as specified in the Instructions to Proposers and the General Conditions;
4. To accomplish the work in strict accordance with the Contract Documents;
5. To complete the work in accordance with the Contract Time specified in the section titled "Supplementary Conditions".
6. Proposed unit prices include providing and installing complete, in place, all items shown along with unlisted but necessary appurtenances. The Contractor understands that the quantities in this Estimate are approximate and subject to increase or decrease, and should they be increased or decreased, he will perform the work at the unit price proposal herein. Proposal quantities have been determined by the Engineer. Final payment shall be based upon the actual quantity of installed, completed work at the unit price proposal submitted by the Contractor.

SUMMATION - Only for Comparison of Project Proposals (Continued on Next Page):

Total Unit Price Proposal: \_\_\_\_\_ (\$ \_\_\_\_\_)  
(Written Amount) (Number Amount)

PROPOSAL FORM

JUNE 2024

PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
<b>GENERAL ITEMS</b>					
1	MOBILIZATION/DEMOBILIZATION	LS	1		
2	BONDS AND INSURANCE	LS	1		
3	LAYOUT, MONTHLY SURVEY & RECORD DRAWINGS	LS	1		
<b>SUBTOTAL</b>					<b>\$</b>
<b>DEMOLITION ITEMS</b>					
4	SEDIMENT BARRIER	LF	2,952		
5	SELECTIVE CLEARING & GRUBBING, AREAS WITH TREES TO REMAIN	AC	1		
6	SOIL TRACKING PREVENTION DEVICE	EA	2		
7	INLET PROTECTION SYSTEM	EA	1		
8	TREE PROTECTION BARRIER	LF	6,500		
9	TREE REMOVAL	EA	179		
10	REGULAR EXCAVATION	CY	1,000		
11	EMBANKMENT	CY	1,000		
12	SAWCUT	LF	216		
13	REMOVE CURB AND GUTTER	LF	101		
14	REMOVE CHAIN LINK FENCE	LF	80		
<b>SUBTOTAL</b>					<b>\$</b>

### CIVIL ITEMS

15	4" CONCRETE SIDEWALK			SY	789			
16	FLUSH MOUNT CURB			LF	3,193			
17	2" TYPE S-1 STRUCTURAL COURSE			TN	425			
18	10" BASE TYPE SOIL CEMENT			SY	3,907			
19	12" COMPACTED SUBGRADE			SY	3,907			
20	6" REINFORCED CONCRETE SLAB WITH #5 BAR, FOR SOIL STORAGE AREA			SY	75			
21	6FT CMU WALL INCLUDING REINFORCEMENT AND CAP AND BOLLARDS			LF	83			
22	36" STOP SIGN R1-1, SINGLE POST, F&I GROUND MOUNT			EA	6			
23	24" SOLID WHITE STOP BAR			LF	60			
<b>SUBTOTAL</b>							<b>\$</b>	

### LANDSCAPE ITEMS

24	DECORATIVE ALUMINUM FENCE			LF	409		
25	DECORATIVE ALUMINUM FENCE – DOUBLE SWING GATE			EA	1		
26	BRICK COLUMN			EA	21		
27	BLACK VINYL CHAIN LINK FENCE			LF	972		
28	BLACK VINYL CHAIN LINK FENCE – DOUBLE SWING GATE			EA	1		
29	BENCH WITH BACK (VICTOR STANLEY CR-18 OR APPR. ALT.), INSTALLED			EA	12		
30	RECTANGULAR COUMBARIUM			EA	28		
31	OCTAGONAL COLUMBARIUM			EA	3		
32	GAZEBO			EA	1		

33	BAHIA SEEDED GRASS			AC	5.93		
34	PRUNE LOWER LIMBS OF TREES MIN. 8.5' HEIGHT			LS	1		
35	IRRIGATION SYSTEM			LS	1		
<b>SUBTOTAL</b>							<b>\$</b>

**GRAND TOTAL PROJECT COST = \$**

**NOTES: ANY ITEM SHOWN ON PLANS OR CONTRACT DOCUMENTS NOT SHOWN IN THE ABOVE BID ITEMS IS CONSIDERED INCIDENTAL TO THE ITEMS IN THE BID AND WILL NOT BE PAID FOR SEPARATELY.**

**ANY ADDITIONAL WORK REQUIRED TO BID OR COMPLETE THE PROJECT IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE AT THE CONTRACTOR'S EXPENSE.**

**THE QUANTITIES GIVEN ABOVE ARE USED FOR COMPAIRING BIDS AND ARE NOT GUARANTEED TO BE THE EXACT OR TOTAL QUANTITIES REQUIRED FOR THE COMPLETION OF THE WORK SHOWN ON THE DRAWINGS AND DESCRIBED IN THE SPECIFICATIONS. INCREASE OR DECREASES MAY BE MADE OVER OR UNDER THE ABOVE QUANTITIES. CONTRACT UNIT PRICES SHALL APPLY TO SUCH INCREASED OR DECREASED QUANTITIES. ALL PAYMENTS FOR UNIT PRICE ITEMS WILL BE BASED ON THE MEASURED IN PLACE QUANTITY.**

**THE CONTRACTOR AGREES THAT HE WILL MAKE NO CLAIM FOR DAMAGES, ANTICIPATED PROFITS, OR OTHERWISE, ON ACCOUNT OF ANY DIFFERENCE BETWEEN THE AMOUNTS OF WORK ACTUALLY PERFORMED AND MATERIALS ACTUALLY FURNISHED AND THE QUANTITIES SHOWN ABOVE. THE OWNER WILL NOT PAY FOR OR BE RESPONSIBLE FOR UNUSED MATERIALS WHICH MAY HAVE BEEN ORDERED BY THE CONTRACTOR IN ACCORDANCE WITH THE ESTIMATED QUANTITIES ABOVE.**

The undersigned Contractor does hereby declare and stipulate that this UNIT PRICE PROPOSAL is made in good faith, and that it is made in pursuance of, and subject to all other terms and conditions of the Instruction to Proposers, and all other documents and plans pertaining to the work to be done, all of which have been examined by the undersigned.

The required Proposal Guaranty consisting of five (5) percent of the Unit Price Proposal is attached hereto.

Respectfully submitted,

\_\_\_\_\_  
Proposer

SEAL:

\_\_\_\_\_  
Address

Attest: \_\_\_\_\_

Witness: \_\_\_\_\_

Individual trading in own name  
\_\_\_\_\_

Individual trading under firm name  
\_\_\_\_\_

Co-partners trading under firm name  
\_\_\_\_\_

Corporation - State of \_\_\_\_\_,  
Principal Office \_\_\_\_\_

President

\_\_\_\_\_  
(Name) (Address)

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_



**SIMILAR PROJECTS & QUALIFICATIONS**

**Project Name:**

City of Winter Garden – Cemetery Expansion Project

List at least five (5) similar projects completed in the last two years that indicate the experience and qualifications of the Proposer (relative to this project). Information should include Owner’s name with contact person; description of work including Proposer’s responsibilities; original contract price; final contract price; original contract time; actual time to complete the project; and any relevant circumstances or conditions about the project.

**Also include copies of all appropriate licenses required for the type of work involved (i.e. Certified General Contractor; Certified Underground Utility & Excavation Contractor; etc.); list of personnel who will be assigned to the project, with resumes; list of equipment necessary for the project and whether it is owned by the Proposer or will be leased for this project.**

**PROJECT NAME:** \_\_\_\_\_

**OWNER’S NAME:** \_\_\_\_\_

**CONTACT:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**PROJECT DESCRIPTION:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ORIGINAL CONTRACT AMOUNT:** \$ \_\_\_\_\_

**FINAL CONTRACT AMOUNT:** \$ \_\_\_\_\_

**NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS:** \_\_\_\_\_

**ORIGINAL CONTRACT TIME (Substantial Completion):** \_\_\_\_\_

**ACTUAL TIME TO COMPLETE (Substantial Completion):** \_\_\_\_\_

**OTHER RELEVANT INFORMATION:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_  
OWNER'S NAME: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_  
PROJECT DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ORIGINAL CONTRACT AMOUNT: \$ \_\_\_\_\_  
FINAL CONTRACT AMOUNT: \$ \_\_\_\_\_  
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: \_\_\_\_\_  
ORIGINAL CONTRACT TIME (Substantial Completion): \_\_\_\_\_  
ACTUAL TIME TO COMPLETE (Substantial Completion): \_\_\_\_\_  
OTHER RELEVANT INFORMATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_  
OWNER'S NAME: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_  
PROJECT DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ORIGINAL CONTRACT AMOUNT: \$ \_\_\_\_\_  
FINAL CONTRACT AMOUNT: \$ \_\_\_\_\_  
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: \_\_\_\_\_  
ORIGINAL CONTRACT TIME (Substantial Completion): \_\_\_\_\_  
ACTUAL TIME TO COMPLETE (Substantial Completion): \_\_\_\_\_  
OTHER RELEVANT INFORMATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_  
OWNER'S NAME: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_  
PROJECT DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ORIGINAL CONTRACT AMOUNT: \$ \_\_\_\_\_  
FINAL CONTRACT AMOUNT: \$ \_\_\_\_\_  
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: \_\_\_\_\_  
ORIGINAL CONTRACT TIME (Substantial Completion): \_\_\_\_\_  
ACTUAL TIME TO COMPLETE (Substantial Completion): \_\_\_\_\_  
OTHER RELEVANT INFORMATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_  
OWNER'S NAME: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_  
PROJECT DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ORIGINAL CONTRACT AMOUNT: \$ \_\_\_\_\_  
FINAL CONTRACT AMOUNT: \$ \_\_\_\_\_  
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: \_\_\_\_\_  
ORIGINAL CONTRACT TIME (Substantial Completion): \_\_\_\_\_  
ACTUAL TIME TO COMPLETE (Substantial Completion): \_\_\_\_\_  
OTHER RELEVANT INFORMATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER**

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

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

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

(Name/s)

1. He/She is \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Name of Company)

the Proposer that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances representing the Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.

5. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, subsidiaries, or parties of interest, and including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for the attached Proposal that has been submitted or to refrain from Proposing in connection with such contract or has in any manner, directly or indirectly, sought agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Winter Garden or any person interested in the proposed contract; and

6. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

7. Neither the said Proposer nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed to and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, who is personally known to me or who produced as identification.

\_\_\_\_\_  
Notary Public

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



**DRUG-FREE WORKPLACE**

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

\_\_\_\_\_ does:  
*(Name of Business)*

1. Publish a statement notifying employee that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Proposer’s Signature

\_\_\_\_\_  
Date

(THIS FORM MUST BE COMPLETED IF APPLICABLE AND RETURNED WITH YOUR PROPOSAL)

END OF SECTION 00310

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and \_\_\_\_\_  
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of \_\_\_\_\_  
as Surety, hereinafter called the Surety, are held and firmly bound unto \_\_\_\_\_  
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_ ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_  
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
(Witness) { \_\_\_\_\_  
(Principal) (Seal)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness) { \_\_\_\_\_  
(Surety) (Seal)  
\_\_\_\_\_  
(Title)

SECTION 00500

AGREEMENT

THIS AGREEMENT ("Agreement or Contract") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the CITY OF WINTER GARDEN, a Florida municipal corporation, hereinafter called the "OWNER," and \_\_\_\_\_ Inc. hereinafter called "CONTRACTOR;,"

WITNESSETH:

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I - SCOPE OF WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**The Work described in the Request for Proposal documents issued for Winter Garden Cemetery Expansion Project RFP #24-002**

All Work shall be properly constructed in accordance with the Drawings and Specifications prepared by Madrid/CPWG and the incorporated Contract Documents. The Work includes the furnishing, delivering, and installing of all materials, supplies, equipment and services, including labor, for the Project.

ARTICLE II - ENGINEER

The Engineer, Madrid/CPWG, whose address is 1221 East Broadway Street, Oviedo, Florida 32765, hereinafter referred to as ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III - CONTRACT TIME

3.1 The Work will be substantially completed within 90 days after the date when the Contract Time commences to run. The Contract Time will commence to run on the day indicated in the Notice to Proceed. The Notice to Proceed may be given at any time after the Effective Date of the Agreement. However, in no event will the Contract Time commence to run later than the sixtieth (60th) day after the Effective Date of the Agreement. The Work shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 111 days after the date when the Contract Time commences to run.

3.2 Damages for Delay. OWNER and CONTRACTOR recognize that **TIME IS OF THE ESSENCE** in this Agreement and that the OWNER will suffer financial loss if the Work is

not completed within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions.

3.2.1 Uniqueness of the Work. The OWNER and the CONTRACTOR expressly acknowledge the unique characteristics of the Work, which cause time to be of the essence in this contract.

3.2.2 Liquidated Damages. OWNER and CONTRACTOR recognize that **TIME IS OF THE ESSENCE** in this Agreement and that Owner will suffer financial loss if the work is not substantially complete in the time specified in Paragraph 3.1 above. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$1,000.00 (One Thousand Dollars) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete, and that the liquidated damages set forth herein bear a reasonable relationship to the estimated actual damages that the OWNER would suffer. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in CONTRACTOR's performance hereunder for matters other than delays in Substantial Completion. When OWNER reasonably believes that Substantial Completion will be inexcusably delayed, OWNER shall be entitled, but not required, to withhold from any amounts otherwise due to CONTRACTOR an amount then believed by OWNER to be adequate to recover liquidated damages applicable to such delays. If and when CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which OWNER has withheld payment, OWNER shall promptly release to CONTRACTOR those funds withheld, but no longer applicable as liquidated damages.

3.3 No Damages Against Owner for Delay. Notwithstanding any other provisions of the Contract Documents, CONTRACTOR's exclusive remedy for delays, impacts, disruption, acceleration, resequencing, and interruptions in performance of the Work caused by events beyond CONTRACTOR's and its employees', materialmen's, subcontractors' and agents' control, including delays, impacts, disruption, acceleration, resequencing and interruptions claimed to be caused by or attributable to the OWNER or the ENGINEER or their employees and agents (or any combination thereof), shall be a claim for and be limited to an equitable extension of the Contract Time. Without limiting the foregoing, CONTRACTOR shall not be entitled to costs for remobilization after a delay, impact, disruption, acceleration, resequencing or interruption in the performance of the Work has occurred. Provided however, in the event of a delay in the Work caused by the OWNER, CONTRACTOR may seek reimbursement for documented out-of-pocket expenses attributable to a delay caused by the OWNER; provided such reimbursement for out-of-pocket expense shall not exceed an amount equal to \$100.00 per day the Work is delayed. CONTRACTOR expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays in work, and CONTRACTOR expressly waives any and all other remedies for any claim for increase in the Contract Price, damages, expenses, losses, or additional compensation.

3.4 IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DELAY DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONTRACTOR, SUB-CONTRACTORS OR ANY THIRD PARTIES ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF WORK BY THE CONTRACTOR, SUB-CONTRACTORS OR BY THE OWNER UNDER THIS AGREEMENT.

ARTICLE IV - CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the unit prices as presented in the Proposal Form, which is incorporated herein and made a part hereof by this reference; provided however, the maximum Contract Price under this Agreement shall not exceed the Proposal Total set forth in Section 4.2.

4.2 OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents an amount in correct funds equal to the amount below:

Proposal Total: \_\_\_\_\_ (\$ \_\_\_\_\_ )  
Written Amount Number

4.3 The parties expressly agree that the Contract Price is a stipulated sum, except with regard to those items in the Proposal which are subject to unit prices. If units are deleted or subtracted from this Contract or otherwise not provided as part of the Work, then the Contract Price shall be decreased by the Contractor's Proposal unit price(s) multiplied by the units deducted from the Work. In no event shall CONTRACTOR be entitled to a Contract Price increase on the basis that actual units or quantities supplied, used or installed concerning the Work exceed the estimated quantities set forth in the Proposal solicitation except in the case that the OWNER and CONTRACTOR mutually agree to a change order approving the increase prior to the work being performed by the CONTRACTOR. To the extent applicable to the Work, CONTRACTOR's compensation for excavation, loading into trucks and hauling (including without limitation, concerning suitable and unsuitable soils) work shall not exceed the Total Price for the applicable unit(s) regardless of the unit quantities (cubic yards) involved in the performance of the Work.

4.4 CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Proposal Total (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, unknown subsurface site conditions, unknown soil conditions, potential differing physical conditions, underground facilities and utility related conditions of the Work and site. CONTRACTOR agrees to accept the Contract Price as full compensation for: (i) doing all Work, furnishing all labor, equipment and materials, and performing all Work embraced in the Contract Documents; (ii) all expense, loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown conditions or obstructions (or any combination thereof) which may arise or be encountered in the prosecution of the Work,

including without limitation, concerning changes or resequencing in the Work (including equipment, material and labor) necessitated by unforeseen or unknown subsurface site conditions, soil conditions, potential differing physical conditions, underground facilities and utility related conditions of the Work and site (or any combination thereof); and (iii) all risks of every description connected with the Work as assumed by CONTRACTOR expressly or implied under the Contract Documents.

#### ARTICLE V - PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.2 OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S monthly Applications for Payment, as approved by the ENGINEER, which shall be submitted by the CONTRACTOR on or before the 10th day after the end of each calendar month for which payment is requested.

5.3 Progress payments prior to Substantial Completion will be made in the following manner:

5.3.1 Prior to Substantial Completion and prior to fifty percent (50%) of the Work being completed, progress payments shall be ninety percent (90%) of the value of Work complete and ninety percent (90%) of the value of materials and equipment not incorporated into the Work, but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.3.2 After fifty percent (50%) of the Work has been completed as determined by the ENGINEER, and if the character and progress has been satisfactory to the OWNER and ENGINEER, OWNER, on the recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of subsequent Work and materials and equipment not incorporated into the Work, but delivered and suitably stored, which results in the Owner withholding a retainage equal to five percent (5%) of the Contract Price until Substantial Completion. However, OWNER shall reserve the right to reinstate withholding a retainage of ten percent (10%) if OWNER, it determines that the progress or character of the Work is not satisfactory, or that CONTRACTOR has not promptly paid its subcontractor, laborers, equipment providers, or materialmen.

5.3.3 Upon Substantial Completion of the Work, OWNER shall pay an amount sufficient to increase total payments to the CONTRACTOR to ninety-five percent (95%) of the Contract Price, less such amounts as ENGINEER shall determine in accordance with Article 15 of the General Conditions.”

5.4 Final Payment. Upon final completion of the Work in accordance with the Contract Documents, OWNER shall pay CONTRACTOR an amount sufficient to increase total payments to ninety-eight percent (98%) of the Contract Price. However, not less than two percent (2%) of the Contract Price shall be retained until Record Drawings, specifications, addenda, modifications and shop drawings, including all manufacturers instructional and parts manuals are delivered to and accepted by the ENGINEER.

5.5 Prompt Payment Act. The Local Government Prompt Payment Act as set forth in Part VII, Chapter 218, Florida Statutes ("Prompt Payment Act") shall apply to payments and disputes concerning applications for payment under the Contract Documents. To the extent of any conflicts between the Contract Documents and the Prompt Payment Act, the Prompt Payment Act shall control to the extent of the conflict.

#### ARTICLE VI - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has visited the Work site and familiarized itself with the nature and extent of the Contract Documents, Work, locality, utility locations, and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR by its study excludes and releases the OWNER from any implied warranties including but not limited to the "Spearin Doctrine", that the plans and specifications are adequate to perform the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by the ENGINEER in the preparation of the Drawings and Specifications, and which have been identified in the General and Supplementary Conditions of the Contract Documents.

6.3 CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 above as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR.

6.6 CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of the actions of any OWNER's official, officer, employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the OWNER shall have the right to terminate this Agreement without liability.

6.7 CONTRACTOR hereby represents and warrants to OWNER that CONTRACTOR has the knowledge, experience and skill to perform the Work required to be performed by it hereunder; that CONTRACTOR shall comply with all applicable federal, state and local laws and codes, including, without limitations, all business and professional registration and licensing requirements (both corporate and individual for all required basic disciplines).

6.8 CONTRACTOR acknowledges and agrees that it is the sole party responsible for site safety and agrees to indemnify, defend and hold harmless the OWNER and ENGINEER, including their respective officers, agents and employees, from any claim, damage or liability for injury or loss arising from CITY's or ENGINEER'S (including their respective officers, agents and employees) alleged failure to exercise site safety responsibility, except to the extent caused by the negligence of the CITY.

#### ARTICLE VII - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the OWNER and CONTRACTOR are attached to this Agreement, are made a part hereof and consist of the following:

- 7.1 This Agreement (Section 00500) (pages 1 to 19, inclusive).
- 7.2 Exhibits to this Agreement (sheets 0 to 0, inclusive). N/A
- 7.3 Section 255.05, Fla. Stat. Performance Bond and Payment Bond and Certificates of Insurance.
- 7.4 Notice of Award and Notice to Proceed.
- 7.5 General Conditions (EJCDC® C-700 (Rev. 1), Standard General Conditions of the Construction Contract 2013 edition as set forth in Section 00510) as amended by this Agreement and the Supplementary Conditions (Section 00810).
- 7.6 Supplementary Conditions (Section 00810).

7.7 Florida Department of Environmental Protection Bureau of Water Facilities Funding Supplementary Conditions for Formally Advertised Construction Procurement.

7.8 Project Manual bearing the general title: "CITY OF WINTER GARDEN CEMETERY EXPANSION PROJECT" and consisting of Divisions 0 through 17 as listed in the table of contents.

7.9 Drawings bearing the following general title: "CITY OF WINTER GARDEN CEMETERY EXPANTION PROJECT", and consisting of the sheets as listed in the Drawings Index.

7.10 Addenda Numbers \_\_\_ through \_\_\_, inclusive.

7.11 Proposal Form (Section 00310) (Pages 1 to 12, inclusive).

7.12 All applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement.

7.13 Advertisement for Proposals, Instructions to Proposers, Proposal Bond, Noncollusion Affidavit, General Requirements, Field Orders and State of Florida Contract Provisions.

7.14 Pre-Proposal Meeting Agenda.

There are no Contract Documents other than those listed above in this Article VII.

#### ARTICLE VIII - MISCELLANEOUS

8.1 No assignment by the parties hereto of any rights under, or interest in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns or legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.3 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions, as modified in the Supplementary Conditions.

8.4 Indemnification: Notwithstanding any other provisions of the Contract Documents, the CONTRACTOR agrees to indemnify and hold harmless the OWNER, its representatives, employees, agents, and elected and appointed officials, from all claims,

judgments, damages, losses, injuries, and expense (including reasonable attorneys' fees, experts' fees and litigation costs incurred whether at the trial level or on appeal) arising out of or resulting from the performance or nonperformance of the Work or services to the extent caused in whole or part by the CONTRACTOR, its representatives, employees, agents, subcontractors, materialmen and other persons employed or utilized by the CONTRACTOR in the performance of any Work rendered under this Agreement, or any combination thereof. For purposes of compliance with Florida law, CONTRACTOR acknowledges that this provision shall be deemed a part of the specifications and the procurement documents for the Work. The maximum monetary limit of indemnification provided by the CONTRACTOR under this paragraph 8.4 and other indemnifications contained within the Contract Documents is three million dollars (\$3,000,000.00) per occurrence, which the OWNER and the CONTRACTOR agree bears a commercially reasonable relationship to this Agreement and the Work. This paragraph 8.4 survives termination and expiration of this Agreement and completion of the Work.

8.5 Public Records Laws: CONTRACTOR acknowledges and agrees that the OWNER is a public entity that is subject to Florida's Public Records Act (Chapter 119, Florida Statutes) and as such, records in CONTRACTOR or OWNER's control and possession generated or received concerning the services performed under this Agreement are subject to public inspection pursuant to Chapter 119, Florida Statutes, unless there is an applicable exemption or confidential provision under state law or are otherwise not legally considered a public record. Records, documents, computerized information and programs, e-mails, electronic files, memos, drawings, audio or video tapes, photographs, or other records of the CONTRACTOR regardless of form that are subject to the provisions of Chapter 119, Florida Statutes and applicable retention schedules, and may not be destroyed without the specific written approval of the OWNER's City Clerk. While in the possession and control of CONTRACTOR, at CONTRACTOR's expense, all public records shall be secured, maintained, preserved, and retained in the manner specified and pursuant to the Public Records Act and comply with all "Contractor" provisions of Section 119.0701(2), Florida Statutes, and further CONTRACTOR shall allow inspection of such records in accordance with the Public Records Act. CONTRACTOR hereby indemnifies and hold harmless the OWNER concerning any claims, damages, suits, judgments, losses, expenses and penalties arising out of or concerning CONTRACTOR's violation of the Public Records Act or this provision, including for attorneys' fees and costs at all trial and appellate levels. CONTRACTOR affirmatively agrees to comply with all "Contractor" provisions of Section 119.0701(2), Florida Statutes. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Angela Grimmage, City Clerk, 300 West Plant Street, Winter Garden, Florida, 34787; Email – agrimmage@cwdgn.com ; Telephone – (407) 656-4111, ext. 2254. This paragraph 8.5 survives expiration and termination of the Agreement and completion of the Work.**

8.6 No Right to Lien/Bonds: CONTRACTOR acknowledges and agrees that the real property for which the Project and Work is being constructed upon and the Project itself is owned by the OWNER, which is a municipality and therefore is not subject to construction liens pursuant to Chapter 713, Florida Statutes or any other liens pursuant to the OWNER's sovereign immunity protections. CONTRACTOR and its subcontractors, materialmen, laborers, vendors

and all others claiming by and through CONTRACTOR shall not record or file any claims of lien concerning the Project and the Work, or any portion thereof. The CONTRACTOR hereby agrees to indemnify and hold the OWNER harmless from all liens filed by CONTRACTOR and from all liens and equitable claims filed by CONTRACTOR's subcontractors, materialmen, laborers, equipment providers, vendors and all others claiming by and through CONTRACTOR, against the OWNER, Project, Work and real property owned by the OWNER arising out of or concerning the Work and Project, including but not limited to OWNER's attorneys' fees, experts' fees and litigation costs (at trial and appellate levels). This paragraph 8.6 survives expiration and termination of the Agreement and completion of the Work.

CONTRACTOR shall be required, at its expense, to obtain, deliver, and record in the public records of Orange County, Florida a Payment and Performance Bond covering the Project in the amount of 120% of the Contract Price in a form acceptable to the OWNER and in compliance with Section 255.05, Florida Statutes. A certified copy of the recorded Payment and Performance Bond shall be furnished by the CONTRACTOR to OWNER prior to the commencement of Work or recommencing Work after a default or abandonment, and in accordance with Section 255.05, Florida Statutes, CONTRACTOR shall not be paid any sums until such occurs. All subcontractors, materialmen, laborers, vendors and all others claiming by and through CONTRACTOR shall look exclusively to the Payment and Performance Bond posted in accordance with Section 255.05, Florida Statutes, if not properly paid.

8.7 Sovereign Immunity. Nothing in the Contract Documents shall be considered or construed as a waiver of the OWNER's sovereign immunity protections or of any other privilege, immunity or defense afforded to OWNER and its officials, officers, employees and agents under the law.

8.8 Public Entity Crime. Any Person or affiliate, as defined in 287.133 of the Florida Statutes, shall not be allowed to contract with the OWNER, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any agreement with the OWNER obtained in violation of this paragraph shall be subject to termination for cause. A subconsultant or subcontractor who obtains a subcontract in violation of this paragraph shall be removed from the Project and promptly replaced by a subconsultant or subcontractor acceptable to the OWNER.

8.9 Engineer. Without penalty, waiver, or causing a default by OWNER, OWNER hereby reserves the right, at any time during the performance of the Work by the CONTRACTOR to elect not to utilize the ENGINEER for one or more of the roles or duties of the ENGINEER under the Contract Documents regarding review and approval of applications for payments, claims or change order request and to self-perform the role of ENGINEER for any one or more of such duties or roles. OWNER's exercise of such right to self-perform the role of

the ENGINEER, or any portion thereof, shall not give CONTRACTOR a defense to any claim by OWNER or claim by CONTRACTOR against the OWNER or ENGINEER.

8.10 False Claims. If a CONTRACTOR is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the CONTRACTOR, CONTRACTOR shall be liable to the OWNER for an amount equal to such unsupported part of the claim in addition to all costs to the OWNER attributable to the cost of reviewing said part of CONTRACTOR's claim. The OWNER and the CONTRACTOR acknowledge that the "Florida False Claims Act" provides civil penalties not more than \$10,000.00 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. CONTRACTOR agrees to be bound by the provisions of the Florida False Claims Act for purposes of the Contract Documents and the Work.

8.11 Deductive Change Orders. CONTRACTOR's Proposal accepted by the OWNER was based on unit prices for units/qualities to be provided. At any time and without penalty or cost, OWNER shall have the right to reduce or eliminate any portion of the Work not yet performed by CONTRACTOR from the Contract Documents through a unilateral directive or change order, and reduce the Contract Price accordingly based on unit prices Proposal by the CONTRACTOR for the portion of the Work (units/qualities) being eliminated. OWNER reserves the right, in the OWNER's sole discretion, to self-perform or perform by other contractors any portion of the Work eliminated by unilateral Change Order. In no event shall a unilateral directive or change order pursuant to this Section serve as the basis of any monetary claim by CONTRACTOR or entitle CONTRACTOR to an increase in unit prices or compensation for overhead, labor, and/or materials for other portions of the Work to be performed by CONTRACTOR and not eliminated by unilateral directive or change order. This Section shall control in the event of any conflicts with any other provision of the Contract Documents.

#### ARTICLE IX - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. Both parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. In the event of litigation arising out of the Contract Documents or the Work, each party shall bear their own attorney's fees and costs, except to extent otherwise required by the indemnity and hold harmless provisions of the Contract Documents. Exclusive venue for any litigation arising out of the Contract Documents or Work shall be in Orange County, Florida.

#### ARTICLE X – REVISIONS TO GENERAL CONDITIONS (SECTION 00510)

The Standard General Conditions of Construction Contract (EJCDC® C-700 (Rev. 1), Standard General Conditions of the Construction Contract 2013 edition) is incorporated herein by this reference and is hereby amended as set forth below:

10.1 The definitions section 1.01 of Article 1 of the General Conditions are hereby revised as follows:

- Delete the definition of “Contract Documents” in Article 1 of the General Conditions. “Contract Documents” are the documents enumerated in Article 7 of this Agreement.
- Delete the definition of Substantial Completion and insert the following in its place:
- Substantial Completion – The Work (or a specified part thereof) has progressed to the point where, in the opinion of the ENGINEER as evidenced by ENGINEER’s definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents and that all conditions precedent to Substantial Completion have been met in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to any Work refer to Substantial Completion thereof.
- Liens - The definition of *Liens* under Paragraph 1.01 includes charges, security interests, claims or encumbrances upon or against the Project bonds.
- Add the following definitions:

Compensable Delay - Any delay beyond the control and without the fault of negligence of the CONTRACTOR resulting from OWNER0caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by the OWNER.

Correction Period – The time during which the CONTRACTOR must correct defective Work or remove defective Work from the site and replace it with non-defective Work, all at no cost to the OWNER, pursuant to paragraph 15.08 of the General Conditions, as supplemented.

Final Completion – The date upon which the final payment is due to be paid by OWNER to CONTRACTOR.

Excusable Delay – Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as but not limited to, acts of God or of the public enemy, acts of interveners, acts of the government, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes. Labor disputes and above average rainfall shall give rise only to Inexcusable Delays.

Float or Slack Time – The time available in the progress schedule during which an unexpected activity can be completed without delaying the Substantial Completion of the Work.

Inexcusable Delay – Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, (ii) by weather conditions (other than hurricanes and tornadoes) or (iii) labor disputes.

Nonprejudicial Delay – Any delay impacting a portion of the Work within the available total Float or Slack Time, as in the Progress Schedule and not necessarily preventing completion of the Work within the Contract Time.

Prejudicial Delay– Any Excusable or Compensable Delay impacting the Work and exceeding the total Float Time available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

Preoperational Testing (Check-Out-Testing) – All field inspections, installation checks, water tests, performance tests, and necessary corrections required of the CONTRACTOR as a condition or conditions to achieving Substantial Completion to demonstrate to the OWNER and ENGINEER that individual components of the Work have been properly constructed and operate in accordance with the Contract Documents for their intended purposes.

Start-Up Testing (Demonstration Testing) – A predefined trial period required as a condition to Substantial Completion during which CONTRACTOR is to operate the entire Work ( or any part thereof agreed to by the OWNER) under actual and simulated operating conditions for the purpose (i) of making such minor adjustments and changes to the Work as may be necessary for the Work to comply with the Contract Documents and (ii) of complying with the final test requirements in the Contract Documents.

- 10.2 Delete paragraph 2.05 of the General Conditions in its entirety and insert the following in its place:  
2.05.A.2 CONTRACTOR’S schedule of shop drawings and sample submittals will be acceptable to ENGINEER only if it provides a minimum of thirty (30) days for reviewing and processing the submittals. Shop Drawings requiring resubmission and review shall not rise to an excusable or compensable delay.
- 10.3 Add the following immediately after paragraph 2.06.C:  
2.06.D The CONTRACTOR shall submit hard copies of all information required by Section 01340 and all forms that require the CONTRACTOR signature. Other CONTRACTOR submittals may be electronic data if approved by the ENGINEER.
- 10.4 Add the following immediately after paragraph 3.03 A of the General Conditions:  
3.03 B Measurements

1. When measurements are affected by conditions already established or where items have to be fitted into construction conditions, it shall be the CONTRACTOR's responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.

2. The CONTRACTOR shall carefully study and compare all Drawings, Specifications and other instruction; shall test all figures on the Drawings before laying out the Work; shall test all figures on the Drawings before laying out the Work; shall notify the ENGINEER of all errors, inconsistencies, or omissions which he may discover; and obtain specific instructions before proceeding with the Work. The CONTRACTOR shall not take advantage of any apparent error or omissions which may be found in the Contract Documents, and the ENGINEER shall be entitled to make such corrections therein and interpretations thereof as may be deemed necessary for the fulfillment of their intent. The CONTRACTOR shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct, at CONTRACTORS own expense, all Work improperly constructed through failure to notify the ENGINEER and request specific instructions.

3.03 B Amend paragraph 3.03 B to read 3.03 C.

Add the following new paragraphs after Paragraph 3.05.A of the General Conditions which are to read as follows:

- “B. Correlation of Contract Documents. In resolving such conflicts, errors, and discrepancies, the documents shall be given precedence in the following order:
- a. Agreement Modifications
  - b. Change Orders
  - c. Addenda
  - d. Supplementary Conditions
  - e. Instructions to Proposers
  - f. General Conditions
  - g. Specifications (Divisions 1 - 16)
  - h. Drawings
  - i. Advertisement for Proposals
  - j. Proposal
  - k. Bonds
  - l. Insurance Certificates
  - m. Insurance Endorsements
  - n. Affidavits

C. Field Verification. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions, it shall be the CONTRACTOR's responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings."

10.5 Delete paragraph 4.01 of the General Conditions in its entirety and insert the following in its place.

4.01 The Contract Time will commence to run on the day indicated in the Notice to Proceed. The Notice to Proceed may be given at any time after the Effective Date of the Agreement. In no event will the Contract Time commence to run later than the sixtieth (60th) day after the Effective Date of the Agreement.

10.6 Add to Paragraph 4.05 C.2 as follows:

Weather delays shall only be granted for "abnormal weather conditions" defined as follows:

Rainfall – Monthly rainfall exceeding the published NOAA monthly average for the Orlando area. In the event work cannot be performed during regular working hours/days due to rain, the monthly average rainfall for that month must be exceeded before a delay can be claimed. Rainfall occurring on weekends or holidays will not be considered for a time extension.

Tropical Storms/Hurricanes – NOAA-named storms whose center of circulation is within 75 miles of the project site or whose winds exceed 40 miles per hour at the project site. Tropical storms or hurricanes occurring on weekends or holidays will not be considered for a time extension.

Only actual work days (see regular working hours) meeting the above requirements will be considered for delays due to abnormal weather conditions. It shall be the Contractor's responsibility to provide the necessary information to justify any delays due to abnormal weather conditions.

10.7 Add the following to the end of 5.02.B:

"Contractor shall remove and dispose of waste materials, rubbish, and other debris on a weekly basis or when directed by the OWNER or ENGINEER."

10.8 Add to the end of 5.02.C

"Contractor shall clean the site and the Work to the satisfaction of the OWNER."

10.9 In the last paragraph of 5.04.A after "then CONTRACTOR shall amend "promptly" to read "within three (3) days".

10.10 Paragraph 5.05 I. is deleted.

- 10.11 In the first sentence of 5.05.B amend “promptly” to read “within three (3) days”.
- 10.12 Add the following immediately after paragraph 5.06.G of the General Conditions:  
The provisions of paragraphs 5.06.A, 5.06.B, 5.06.C, 5.06.D, 5.06.E, 5.06.F and 5.06.G shall not apply where the Work is performed upon public lands, rights-of-way, easements or other properties of which the OWNER does not own. In such case, Contractor’s sole remedy shall be an extension of contract time.
- 10.13 Add a new paragraph immediately after paragraph 5.06 of the General Conditions which is to read as follows:  
5.07 No claim of the CONTRACTOR under paragraphs 5.04, 5.05 and 5.06 shall be allowed unless, (1) the CONTRACTOR has given the notice required in the respective sub-paragraph above, and (2) within thirty (30) days (but before final payment) after the CONTRACTOR has given written notice, the CONTRACTOR submits to the OWNER a detailed claim setting forth the CONTRACTOR’s right to an increase in the Contract Price or extension of the Contract Time as provided in Articles 13 and 14 of the General Conditions.
- 10.14 In the first sentence of 6.01 A amend “at least equal to” to read “equal to 120 percent of.”  
Add the following immediately after paragraph 6.01 F of the General Conditions:  
G. The Surety shall be rated as “A” or better as to General Policyholders Rating and Class X or better as to Financial Category by Best’s Key Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038.  
H. All Surety Companies are subject to approval and may be rejected by the OWNER without cause.  
I. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best’s Key Rating Guide, on any one risk (penalty or amount of any one bond).  
J. The Agent countersigning the bond shall be resident in the County where the Project is located and/or other counties that are acceptable to the OWNER.
- 10.15 Paragraphs 6.02 B. is deleted. The OWNER is not required to obtain and maintain any insurance concerning the Work.
- 10.16 Paragraph 7.07 B. is deleted.
- 10.17 Paragraph 7.17 is revised to read as follows:

“Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents, free from improper workmanship, will not be defective and will give proper and continuous service under all conditions of service required by, specified in, or which may be reasonably inferred from the Contract Documents. Work, materials, or equipment not conforming to these requirements shall be considered defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor’s warranty and guarantee. The warranty and guarantee under this provision shall be separate and in addition to Contractor’s obligations under Article 14 and other obligations under the Contract Documents.”

- 10.18 Delete paragraph 8.02 of the General Conditions in its entirety and insert the following in its place:
  - 8.02 The parties expressly acknowledge that the Work to be done by the CONTRACTOR under this contract may interface with the Work of other contractors. Thus, in addition to the foregoing paragraphs in this Article 8, the following provisions apply.
  - 8.02.A The CONTRACTOR shall cooperate with all other contractors who may be performing Work on behalf of the OWNER in the vicinity of the Work to be done under this contract, and CONTRACTOR shall conduct his operation as to interfere to the least possible extent with the Work of such contractor.
  - 8.02.B The CONTRACTOR shall promptly make good, at its own expense, any injury or damage that may be caused by it to other contractors, employees or subcontractors or suppliers thereof.
  - 8.02.C Any difference or conflict which may arise between the CONTRACTOR and other contractors in regard to their respective Work shall be adjusted and determined by the OWNER.
  - 8.02.D If the Work is delayed because of any acts or omissions of any other contractor, the CONTRACTOR shall have no claim against the OWNER on that account.
  
- 10.19 Paragraph 9.06 of is deleted.
  
- 10.20 Add the following new paragraphs after paragraph 12.01.G of the General Conditions:
  - 12.01.H This Project is a “Public Work” under Chapter 255, Florida Statutes. No liens may be filed against OWNER. Any Claimant may apply to the OWNER for a copy of this Contract and the Public Construction Bond. The Claimant shall have a right of action against the CONTRACTOR and surety for the amount due him. Such action shall not involve the OWNER in any expense claims against the CONTRACTOR or the surety are subject to timely prior notice to both the CONTRACTOR and the Surety as

specified in Section 255.05 Florida Statutes. The CONTRACTOR shall insert the following in all subcontracts hereunder:  
“NOTICE: Claims for labor, materials, and supplies are not assertable against the OWNER and are subject to proper prior notice to the CONTRACTOR and the Surety pursuant to Chapter 255 of the Florida Statutes. This paragraph shall be insert in every subcontract hereunder.”

10.21 Paragraph 15.07 *Waiver of Claims* is revised to read as follows:

“A. The payment of any application for payment by the Owner, including the final application for payment, does not constitute approval or acceptance of that part of the Work to which such payment relates nor does it relieve the Contractor of any of its obligations hereunder with respect hereto. The making of a payment, including final payment shall not constitute a waiver of claims by the Owner, including but not limited to claims arising from: (1) liens, claims, security interests or encumbrances arising out of the Contract Documents; (2) failure of the Work to comply with the requirements of the Contract Documents and its incorporated documents and state and local codes and requirements; (3) terms of warranties and all other post-final completion or construction obligations required by the Contract Documents and/or as a matter of law; (4) defects, deficiencies and/or failures in the Work; (5) damages suffered directly or indirectly by the Owner caused by the Contractor’s negligent performance under the Contract Documents; and (6) any matter for which Contractor has indemnified Owner under the Contract Documents.

B. The acceptance of the final payment by Contractor will constitute a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by the Owner in writing as still unsettled.

10.22 Subsections 12.01 D. 4. & 5. are added to read:

4. If the parties cannot agree on the selection of a mediator, then the Owner shall select the mediator who, if selected solely by the Owner, shall be a mediator certified by the Supreme Court of Florida. The mediation shall be held in Orange County, Florida, unless another location is mutually agreed upon by the parties.

5. The mediation shall be considered terminated if and when: (i) the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than ten (10) days after the mediation conference; or (ii) thirty (30) days has elapsed since the written mediation request was made in the event a party refuses to or has not committed to attend mediation.

10.23 Add a new subsection 14.03.G as follows:

“G. The CONTRACTOR shall not be entitled to an extension of Contract Time or increase in Contract Price for removing or correcting defective work.”

10.24 Add a new subparagraph immediately after paragraph 16.01.A of the General Conditions to read as follows:

16.01.B Notwithstanding this paragraph 16.01, if the OWNER stops Work under paragraph 14.06 or suspends the CONTRACTOR’s services under paragraph 14.03 of the General Conditions, or suspends the Work or any portion thereof because of the CONTRACTOR’s failure to prosecute the Work without endangering persons and property, the CONTRACTOR shall not be entitled to an extension of Contract Time or increase in Contract Price.

10.25 Add a new paragraph 17.01.C as follows:

“The CONTRACTOR shall carry on the Work and maintain the progress schedule during any dispute, regardless of how resolved, unless otherwise mutually agreed in writing. Venue for any litigation, at law or equity, shall lie exclusively in a court of proper jurisdiction in Orange County, Florida. The Contract Documents shall be construed and interpreted, and any litigation arising therefrom, shall be governed by the laws of the State of Florida.”

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One (1) counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on \_\_\_\_\_, 2024.

OWNER:  
CITY OF WINTER GARDEN, a Florida municipal corporation

\_\_\_\_\_  
Attest Signature

By: \_\_\_\_\_  
Jon C. Williams, CITY MANAGER

\_\_\_\_\_  
Printed Name

APPROVED AS TO FORM ONLY FOR RELIANCE BY THE CITY OF WINTER GARDEN:

\_\_\_\_\_  
CITY ATTORNEY

CONTRACTOR:

\_\_\_\_\_

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

\_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)

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

SECRETARY

\_\_\_\_\_

END OF SECTION

---

*(Space above reserved for recording information)*

**PUBLIC CONSTRUCTION PAYMENT AND PERFORMANCE BOND**  
**(Section 255.05, Fla. Stat.)**

CONTRACTOR (the "Principal"): \_\_\_\_\_  
(Name of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Principal Business Address of Contractor)

\_\_\_\_\_  
(Telephone Number of Contractor)

SURETY: \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Principal Business Address of Surety)

\_\_\_\_\_  
(Telephone Number of Surety)

CONTRACTING PUBLIC ENTITY (the "CITY"):

**City of Winter Garden**  
**300 West Plant Street**  
**Winter Garden, Florida 34787**  
**(407) 656-4111**

Contract or Project number and/or reference: \_\_\_\_\_

Legal Description or street address of property being improved:

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

Description of Improvements:

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

BY THIS PUBLIC CONSTRUCTION PAYMENT AND PERFORMANCE BOND (the "Bond"), and pursuant to those provisions set forth within § 255.05, Florida Statutes, We \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to the CITY OF WINTER GARDEN, a Florida municipal corporation (the "CITY"), in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly and properly performs the contract including all its incorporated documents (the "Contract Documents") dated \_\_\_\_\_, between Principal and CITY for construction of \_\_\_\_\_, the Contract Documents being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract Documents; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, furnishing labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract Documents; and

3. Pays CITY all losses, damages, expenses, costs, and attorneys' fees, experts' fees and other litigation expenses including at all trial and appellate proceedings, that CITY sustains because of a default by Principal under the Contract Documents; and

4. Performs the guarantee and warranty of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this Bond for payment must be in accordance with the notice and time limitation provisions contained within Section 255.05, Florida Statutes.

Any changes in or under the Contract Documents (which include, by way of example, but not a limitation, unilateral or directive change orders and bilateral change orders, changes to the plans, drawings and specifications, and increases or decreases in quantity of units or the scope of work) and compliance or noncompliance with any formalities connected with the Contract Documents or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this Bond shall increase or decrease in accordance with changes or other modifications to the Contract Documents so that the Penal Sum shall at all times represents a sum equal to 120% of the Contract

Sum (or Contract Price).

The performance bond and the payment bond portions of this Bond are each covered separate and distinct from each other so that claims or sums paid by Surety under the payment bond portion does not affect the Penal Sum for the performance bond portion and vice versa. This Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide common law rights to the CITY more expansive than as required by statute.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract Documents during the period in which this Bond is in effect, the Surety shall remain liable to the CITY for all such loss or damage (including reasonable attorneys' fees, experts' fees and other litigation expenses at all trial and appellate levels) resulting from any failure to perform up to the amount of the Penal Sum. This paragraph shall survive the termination or cancellation of this Bond.

In the event that the Surety fails to fulfill its obligations under this Bond, then the Surety shall also indemnify and hold the CITY harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs and experts' fees for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon CITY's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract Documents entered into by CITY and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Contract Documents granted by CITY to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract Documents as a result of any proceeding initiated under the federal bankruptcy laws, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_(number) counterparts, each of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
(Principal) Secretary

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

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

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

City/State/Zip \_\_\_\_\_

\_\_\_\_\_  
Witness to Principal

Name: \_\_\_\_\_  
(Print or Type)

(CORPORATE SEAL)

\_\_\_\_\_  
Witness to Principal

Name: \_\_\_\_\_  
(Print or Type)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
By: Surety  
Attorney-in-Fact

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

\_\_\_\_\_  
Witness as to Surety

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

Name: \_\_\_\_\_  
(Print or Type)

City/State/Zip \_\_\_\_\_

(CORPORATE SEAL)

**NOTE:** Date of the Bond must not be prior to the date of the Contract. If CONTRACTOR is a partnership, all partners should execute the BOND. As set forth in Section 255.05, Florida Statutes, the Principal shall record this Bond in the public records of Orange County, Florida, and provide the CITY with a certified copy of the recorded version; however, Principal's failure to do so shall not invalidate the City's protections under this Bond.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Florida, unless otherwise specifically approved in writing by the CITY.

**ATTACH** a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of "Surety."

# CERTIFICATE OF INSURANCE

AIA DOCUMENT G705

This certificate is issued as a matter of information only and confers no rights upon the addressee. It does not amend, extend or alter the coverage afforded by the policies listed below.

Name and Address of Insured  Covering (Project Name and Location)  Addressee: <input type="checkbox"/> (Owner)	COMPANIES AFFORDING COVERAGE		
	A		
	B		
	C		
	D		
	E		
	F		

This is to certify that the following described policies, subject to their terms, conditions and exclusions, have been issued to the above named insured and are in force at this time.

TYPE OF INSURANCE	CO. CODE	POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY IN THOUSANDS		
					EACH OCCURRENCE	AGGREGATE
1. (a) Workers' Compensation (b) Employer's Liability				Statutory		Each Accident
2. Comprehensive General Liability including: <input type="checkbox"/> Premises - Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Products and Completed Operations <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Explosion and Collapse Hazard <input type="checkbox"/> Underground Hazard <input type="checkbox"/> Personal Injury with Employment Exclusion Deleted				Bodily Injury	\$	\$
				Property Damage	\$	\$
				Bodily Injury and Property Damage Combined	\$	\$
				*Applies to Products and Completed Operations Hazard		\$ (Personal Injury)
3. Comprehensive Automobile Liability <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned				Bodily Injury (Each Person)	\$	
				Bodily Injury (Each Accident)	\$	
				Property Damage	\$	
				Bodily Injury and Property Damage Combined	\$	
4. Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella				Bodily Injury and Property Damage Combined	\$	\$
5. Other (Specify)						

- Products and Completed Operations coverage will be maintained for a minimum period of  1  2 year(s) after final payment.
- Has each of the above listed policies been endorsed to reflect the company's obligation to notify the addressee in the event of cancellation or non-renewal?  Yes  No

**CERTIFICATION**

I hereby certify that I am an authorized representative of each of the insurance companies listed above, and that the coverages afforded under the policies listed above will not be cancelled or allowed to expire unless thirty (30) days written notice has been given to the addressee of this certificate.

Name of Issuing Agency	Signature of Authorized Representative
Address	Date of Issue

**APPLICATION AND CERTIFICATE FOR PAYMENT** AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES

TO OWNER: PROJECT: APPLICATION NO: Distribution to:  
 PERIOD TO:  OWNER  
 PROJECT NOS:  ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR: VIA ARCHITECT: CONTRACT DATE:

CONTRACT FOR:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ \_\_\_\_\_
2. Net change by Change Orders ..... \$ \_\_\_\_\_
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ \_\_\_\_\_
4. TOTAL COMPLETED & STORED TO DATE ..... \$ \_\_\_\_\_  
 (Column G on G703)
5. RETAINAGE:
  - a. \_\_\_\_\_% of Completed Work ..... \$ \_\_\_\_\_  
 (Columns D + E on G703)
  - b. \_\_\_\_\_% of Stored Material ..... \$ \_\_\_\_\_  
 (Column F on G703)
 Total Retainage (Line 5a + 5b or  
 Total in Column-I of G703) ..... \$ \_\_\_\_\_
6. TOTAL EARNED LESS RETAINAGE ..... \$ \_\_\_\_\_  
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
 (Line 6 from prior Certificate) ..... \$ \_\_\_\_\_
8. CURRENT PAYMENT DUE ..... \$ \_\_\_\_\_
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
 (Line 3 less Line 6) ..... \$ \_\_\_\_\_

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_  
 County of: \_\_\_\_\_  
 Subscribed and sworn to before  
 me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:  
 My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_  
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



**CONTRACTOR'S AFFIDAVIT OF  
PAYMENT OF DEBTS AND CLAIMS**

AIA Document G706

(Instructions on reverse side)

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

TO OWNER:  
*(Name and address)*

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:  
*(Name and address)*

CONTRACT DATED:

STATE OF:  
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate attachment:  yes  no

*The following supporting documents should be attached hereto if required by the Owner:*

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR:

*(Name and address)*

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

*(Signature of authorized representative)*

\_\_\_\_\_  
*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



**CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.**



AIA DOCUMENT G706 • CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS  
1994 EDITION • AIA • ©1994 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK  
AVENUE, NW, WASHINGTON, D.C. 20006-5292 • **WARNING: Unlicensed photocopying**

G706-1994

**CONTRACTOR'S  
AFFIDAVIT OF  
RELEASE OF LIENS**

AIA DOCUMENT G706A

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

TO (Owner)

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

PROJECT:   
(name, address)

CONTRACT DATE:

State of:

County of:

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Release or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this  
day of

19

Notary Public:

My Commission Expires:

## Certificate of Substantial Completion

(Instructions on reverse side)

PROJECT:  
(Name and address)

PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATE:

TO OWNER:  
(Name and address)

TO CONTRACTOR:  
(Name and address)

OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

ARCHITECT \_\_\_\_\_ BY \_\_\_\_\_ DATE OF ISSUANCE \_\_\_\_\_

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \_\_\_\_\_

The Contractor will complete or correct the Work on the list of items attached hereto within \_\_\_\_\_ ( ) days from the above date of Substantial Completion.

CONTRACTOR \_\_\_\_\_ BY \_\_\_\_\_ DATE \_\_\_\_\_

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

OWNER \_\_\_\_\_ BY \_\_\_\_\_ DATE \_\_\_\_\_

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



© 2000 AIA®  
AIA DOCUMENT G704-2000  
CERTIFICATE OF  
SUBSTANTIAL COMPLETION

**CONSENT OF SURETY  
TO FINAL PAYMENT**

*AIA Document G707*

(Instructions on reverse side)

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

TO OWNER:  
*(Name and address)*

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:  
*(Name and address)*

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

on bond of  
*(Insert name and address of Contractor)*

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of  
any of its obligations to  
*(Insert name and address of Owner)*

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:  
*(Insert in writing the month followed by the numeric date and year.)*

\_\_\_\_\_  
*(Surety)*

\_\_\_\_\_  
*(Signature of authorized representative)*

\_\_\_\_\_  
*(Printed name and title)*

Attest:  
(Seal):



**CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.**



**MODIFICATION TO CONTRACT DOCUMENTS (M.C.D.)**

File No. \_\_\_\_\_ Sheet \_\_\_\_ of \_\_\_\_ Date of Issue \_\_\_\_\_  
M.C.D. No. \_\_\_\_\_ Ref. Documents \_\_\_\_\_  
Mod. By \_\_\_\_\_  
Project \_\_\_\_\_ Date of Approval \_\_\_\_\_  
Contractor \_\_\_\_\_ Approved By \_\_\_\_\_  
\_\_\_\_\_ Applies to C.O. No. \_\_\_\_\_

Note: Changes proposed hereunder are not to be incorporated into the contract work until such approval is indicated on this form by the Engineer, at which time a Contract Change Order or written intention to issue such Change Order will be filled. Unless otherwise noted, all applicable provisions of the specifications and drawings shall apply to the proposed revision or revisions.

**DESCRIPTION OF MODIFICATION:**

2000 EDITION

# AIA DOCUMENT G701-2000

## Change Order *(Instructions on reverse side)*

PROJECT:  
*(Name and address)*

CHANGE ORDER NUMBER:

OWNER

DATE:

ARCHITECT

ARCHITECT'S PROJECT NUMBER:

CONTRACTOR

CONTRACT DATE:

FIELD

CONTRACT FOR:

OTHER

TO CONTRACTOR:  
*(Name and address)*

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)*

The original (Contract Sum) (Guaranteed Maximum Price) was \$ \_\_\_\_\_

The net change by previously authorized Change Orders \$ \_\_\_\_\_

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$ \_\_\_\_\_

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)

(unchanged) by this Change Order in the amount of \$ \_\_\_\_\_

The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be \$ \_\_\_\_\_

The Contract Time will be (increased) (decreased) (unchanged) by \_\_\_\_\_ ( ) days.

The date of Substantial Completion as of the date of this Change Order therefore is \_\_\_\_\_

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive for which the cost or time are in dispute as described in Subparagraph 7.3.8 of AIA Document A201.

**Not valid until signed by the Architect, Contractor and Owner.**

\_\_\_\_\_  
ARCHITECT *(Typed name)*

\_\_\_\_\_  
CONTRACTOR *(Typed name)*

\_\_\_\_\_  
OWNER *(Typed name)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
BY

\_\_\_\_\_  
BY

\_\_\_\_\_  
BY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



© 2000 AIA®  
AIA DOCUMENT G701-2000  
CHANGE ORDER

©2000 The American Institute of Architects. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution.

The American Institute  
of Architects  
1735 New York Avenue, N.W.

**SECTION 00510**  
**GENERAL CONDITIONS**

The General Conditions referred to in this document are the “Standard General Conditions of the Construction Contract” prepared by the Engineer’s Joint Contract Documents Committee, as issued by the National Society of Professional Engineers. Document No. C-700 (2013 Edition).

This document is included into and made a part of, the contract documents by reference. A complete copy of the Standard General Conditions can be provided upon request.

END OF SECTION

**SECTION 00810**  
**SUPPLEMENTARY CONDITIONS**

1. Conditions of the Contract: Standard General Conditions (EJCDC/NSPE), General Conditions and these Supplementary Conditions are applicable to all divisions, and sections of these specifications and it is the CONTRACTOR's responsibility to so inform all parties who should be influenced thereby.
2. Architect-Engineer: Where the term ARCHITECT, ARCHITECT-ENGINEER or ENGINEER is used with respect to Contract Administration approval, selection, checking, testing and observation of materials, systems, processes and workmanship, the term shall mean an authorized representative of the City of Winter Garden. Therefore, all communications, oral or written, shall be addressed to OWNER's City Construction Projects Manager and to the ENGINEER. This provision does not change any other duties and responsibilities of the Design Engineer (Madrid/CPWG) as ENGINEER as stated in the contract documents and Standard General Conditions.
3. Permits: Unless stated otherwise herein, OWNER shall be responsible for securing the appropriate permit(s) necessary for CONTRACTOR to construct the work. CONTRACTOR shall not commence construction of said work until notified in writing by OWNER that a valid permit or permits have been secured. CONTRACTOR shall be responsible for filing FDEP NPDES NOI and FDEP De-watering permit if the work requires these permits.
4. Limit of Contractor's Liability Insurance:
  - A. Limit of CONTRACTOR's Liability insurance shall be not less than shown in the table at the end of this Section. Refer to the Standard General Conditions for insurance requirements.
  - B. Products and Completed Operations coverage shall be maintained for a minimum period of one year after final payment.
  - C. Each listed policy shall be endorsed to reflect the company's obligation to provide the addressee 30 days written notice prior to cancellation or non-renewal.
  - D. Contractual Liability shall include provisions for covering the indemnity specified under Article 5, paragraphs 5.03 through 5.07 of the Standard General Conditions.
  - E. The CITY OF WINTER GARDEN and MADRID/CPWG, shall be an additionally named insured.
  - F. The Certificate of Insurance shall be executed on AIA Document G705, or an insurance agency standard form showing the same data and format.
  - G. The OWNER shall have the right to deduct from or set-off against any sums due the CONTRACTOR an amount equal to any or all liquidated damages accruing hereunder against the CONTRACTOR.
5. Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified, plus any extensions thereof allowed in accordance with the Standard General Conditions. They also recognize the delays, expense and difficulties involved in determining, in a legal or mediation proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, (but not as a penalty) CONTRACTOR shall

pay OWNER one thousand dollars (\$1,000.00) for each day that expires after the time specified for substantial completion until the Work is substantially complete.

6. Modifications to General Conditions

ARTICLE 4.04 – UNDERGROUND FACILITIES

4.04B.2 Delete the last two sentences.

ARTICLE 6 - CONTRACTOR’S RESPONSIBILITIES

6.02B Refer to Section 1001 – paragraph 1.08 for the recognized regular working hours.

6.08A Permits: Unless stated otherwise herein, OWNER shall be responsible for securing the appropriate permit(s) necessary for CONTRACTOR to construct the work. CONTRACTOR shall not commence construction of said work until notified in writing by OWNER that a valid permit or permits have been secured. CONTRACTOR shall be responsible for filing FDEP NPDES NOI and FDEP De-watering permit if the work requires these permits.

ARTICLE 8 - OWNER’S RESPONSIBILITIES

(no change)

ARTICLE 9 - ENGINEER’S STATUS DURING CONSTRUCTION

9.01A Where the term ARCHITECT, ARCHITECT-ENGINEER or ENGINEER is used with respect to Contract Administration approval, selection, checking, testing and observation of materials, systems, processes and workmanship, the term shall mean an authorized representative of the City of Winter Garden. Therefore, all communications, oral or written, shall be addressed to OWNER’s City Construction Projects Manager and to the ENGINEER. This provision does not change any other duties and responsibilities of the Design Engineer (Madrid/CPWG) as ENGINEER as stated in the contract documents and Standard General Conditions.

ARTICLE 12 - CHANGES OF CONTRACT TIME

12.03(A) Weather delays shall only be granted for “abnormal weather conditions” defined as follows:  
Rainfall - Monthly rainfall exceeding the published NOAA monthly average for the Orlando area. In the event work cannot be performed during regular working hours/days due to rain, the monthly average rainfall for that month must be exceeded before a delay can be claimed. Rainfall occurring on weekends or holidays will not be considered for a time extension.

Tropical Storms/Hurricanes -NOAA-named storms whose center of circulation is within 75 miles of the project site or whose winds exceed 40 miles per hour at the project site. Tropical storms or hurricanes occurring on weekends or holidays will not be considered for a time extension.

Only actual work days (see regular working hours) meeting the above requirements will be considered for delays due to abnormal weather conditions. It shall be the Contractor’s responsibility to provide the necessary information to justify any delays due to abnormal weather conditions.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

ADD THE FOLLOWING

Add 15.02A.5: If CONTRACTOR undergoes a significant change in ownership or control to an unrelated party which is not acceptable to the OWNER.

ARTICLE 16 – DISPUTE RESOLUTION

Delete

ARTICLE 17 - MISCELLANEOUS

17.01A.1: Add after “for whom it was intended”: “with a receipt given by receiving party;”

**LIMITS OF CONTRACTOR'S LIABILITY INSURANCE**

TYPE OF INSURANCE	LIMITS OF LIABILITY
I.	
(a) Workers Compensation	Statutory
(b) Employer's Liability	\$100,000 each accident
II.	
Comprehensive General Liability including:	\$1,000,000 each occurrence Bodily Injury and Property Damage Combined
<input checked="" type="checkbox"/> Premises - Operations	\$1,000,000 Aggregate
<input checked="" type="checkbox"/> Independent Contractors	
<input checked="" type="checkbox"/> Products & Complete Operations	
<input checked="" type="checkbox"/> Broad Form Property Damage	
<input checked="" type="checkbox"/> Contractual Liability	
<input checked="" type="checkbox"/> Explosion & Collapse Hazard	
<input checked="" type="checkbox"/> Underground Hazard	
<input checked="" type="checkbox"/> Personal Injury with Employment Exclusion Deleted	\$1,000,000 Personal Injury
III.	
Comprehensive Automobile Liability	\$1,000,000 each occurrence Bodily Injury and Property Damage Combined
<input checked="" type="checkbox"/> Owned	
<input checked="" type="checkbox"/> Hired	
<input checked="" type="checkbox"/> Non-Owned	

## SECTION 00851

### DRAWINGS INDEX

1. Applicable Drawings: The drawings applicable to this work are titled "City of Winter Garden Cemetery Expansion Project", designed by Madrid/CPWG and dated as shown below. The drawings are bound with the contract documents. In case of dispute, the Engineer will identify the various sheets comprising the drawings. The applicable drawings consist of the following sheets:

Sheet No.	Title	Date	Latest Revision
C1.0	COVER SHEET	AUGUST, 2021	8/27/21
C1.1	GENERAL NOTES	AUGUST, 2021	8/27/21
SV1	SURVEY	MARCH, 2021	3/18/21
C2.0	DEMOLITION PLAN	AUGUST, 2021	8/27/21
C3.0	EROSION CONTROL	AUGUST, 2021	8/27/21
C4.0	SITE PLAN	AUGUST, 2021	8/27/21
C5.0	SITE DIMENSION PLAN	AUGUST, 2021	8/27/21
C6.0	GRADING PLAN	AUGUST, 2021	8/27/21
C7.0	CONSTRUCTION DETAILS	AUGUST, 2021	8/27/21
C8.0	CONSTRUCTION DETAILS (2)	AUGUST, 2021	8/27/21
C9.0	CONSTRUCTION DETAILS (3)	AUGUST, 2021	8/27/21
IR.1	IRRIGATION PLAN	AUGUST, 2021	8/27/21
IR.2	IRRIGATION DETAILS	AUGUST, 2021	8/11/21
IR.3	IRRIGATION DETAILS (2)	AUGUST, 2021	8/11/21

END OF SECTION

**SECTION 01001  
GENERAL REQUIREMENTS**

**PART 1 - GENERAL**

1.01 DESCRIPTION

- A. Work shall include but may not be limited to the following: Removal of existing improvements (by others); construction of an asphalt parking lot with associated drainage, landscape, irrigation and lighting improvements; all as described in the contract documents. Also included is providing maintenance of traffic and temporary erosion and sediment control for all areas as detailed on the plans and required by governing authorities.

1.02 DOCUMENTS FURNISHED TO THE CONTRACTOR

- A. Two (2) sets of drawings, specifications and other Contract Documents will be furnished to the Contractor for this work. It is the Engineer's judgment that this is a reasonable amount for this project. However, additional copies may be purchased from the Engineer by payment of the reproduction costs shown in Section 00020, INVITATION TO BID. This money will not be refunded under any condition.

1.03 STORAGE AND WORK AREAS

- A. The Contractor may store materials and equipment and set up work areas on a limited basis at the site. The Contractor will be responsible for providing areas for storage and staging of construction materials and equipment. The location and extent of the areas used must be approved by the Owner. Any additional temporary road, culverts, or drainage facilities shall be provided by the Contractor and removed by him as well as restoring any damaged areas to the original condition upon completion of the work, including grassing.

1.04 CONTRACTOR'S FIELD OFFICE (NOT REQUIRED FOR THIS PROJECT)

1.05 PROGRESS MEETINGS

- A. The Contractor will be required to attend a weekly progress meeting to be conducted by either the Owner or Engineer. All meetings will be held at the City's offices or on the project site.

1.06 PROTECTION OF COMPLETED WORK

- A. Work completed by others shall be protected from damage. Since a portion of this contract requires work in the roadway, the contractor shall be responsible for restoring, replacing, or otherwise repairing to original condition any work disturbed by his efforts under this contract, including grading, grassing, fencing or any other items disturbed during the course of the project.

1.07 UTILITIES

- A. The Contractor is responsible for verifying and locating all utilities within the project. The Owner will not be responsible for delays and costs incurred by the Contractor due to third party utility owners. The Contractor shall seek compensation for the costs of delays and resulting changes incurred directly from the utility owner. The Contractor shall contact each utility company and coordinate all matters. Information shown on the drawings as to the location of existing utilities has been prepared from the most reliable data made available to the Engineer. This information is not guaranteed, however and it shall be the Contractor's responsibility to determine the location, character and depth of any existing utilities. The Contractor shall assist the utility companies, by every means possible to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities.

1.08 REGULAR WORKING HOURS

- A. Except in the event of an emergency, no road, drainage or water or wastewater utility installations shall be performed (1) before sunrise and after sunset, (2) nor between the hours of 5:00 p.m. and 7:00 a.m., (3) nor on Saturday and Sunday, and (4) nor any holiday of the City of Winter Garden. "Regular Working Hours" shall be between 7:00 a.m. and 5:00 p.m. and shall be established by the City at the Preconstruction Meeting and shall not exceed eight (8) hours per day and forty (40) hours per week.
- B. If construction or maintenance work for roads, drainage, water or wastewater utilities requires operations during other than Regular Working Hours defined above, the Contractor shall obtain written permission from the City at least forty-eight (48) hours in advance of starting such work, and shall set forth the proposed schedule for overtime to give the City ample time to arrange for their personnel to be at the site of work. The Contractor shall be invoiced and pay for all additional charges to the City on account of such overtime at the rates established from time to time by the City Manager. Work on weekends shall be charged a four (4) hour minimum. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made by the City on account of such overtime work. Requests for weekend or After Hours work by the Contractor shall not obligate the City to allow for such work. The granting of permission for weekend or After Hours work shall be made solely at the discretion of the City.
- C. Effective December 16, 1999, the established After Hours overtime rate is \$70.00 per hour for inspections during the work week (Monday through Friday). On weekends there is a four (4) hour minimum, which is \$280.00 and the rate for each additional hour after four (4) total hours is \$70.00 per hour.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION (NOT APPLICABLE)**

**SECTION 01040**  
**INSPECTION, TESTING AND REPORTS**

**PART 1 - GENERAL**

1.01 DESCRIPTION

- A. All the provisions of the Contract, including the General Conditions, Supplementary Conditions, any Special Conditions, the General Requirements and all of the detailed Specifications apply to the work specified in this section.

1.02 INSPECTION REQUIREMENTS

- A. The Owner may retain and compensate a firm for all testing of materials, density, etc. Any testing work not specifically ordered by the Owner will not be paid by the Owner.
- B. The Contractor shall make ready full preparations for all inspections and testing work required. He shall give suitable and timely notification: not less than 72 hours for major inspections, nor less than 24 hours for minor inspections, and not less than one full week's notification for the Substantial Completion inspection to all who should be a part of, or be in attendance at such inspections.
- C. For inspection work required to be performed by an independent engineering testing laboratory, which are of a nature to verify or confirm special conditions which are to be achieved prior to proceeding with additional work, such types of specific inspections shall require the Contractor to give not less than 24 hours notice prior to the inspection.
- D. The Contractor shall have in attendance at all inspections his authorized representatives, who will be required to record notations concerning such inspection work. In addition, the inspectors, conducting the inspections, shall be required to record the findings of their inspections and provide copies of their reports as required herein.

1.03 QUALITY CONTROL TESTING REQUIREMENTS

- A. The Contractor shall confirm to the independent engineering testing laboratory not less than 72 hours in advance for testing work which will not simply be conducted within a one day period, but which will be conducted over an extended period of time, such as those required for earthwork, concrete work and the like.
- B. For testing work required on-the-spot the Contractor is to anticipate the general need for such tests, and notify the testing laboratory dependent on the policy of the laboratory and their work load at the time.
- C. The selection of the independent engineering testing and inspection laboratory will be made by the Owner, and only one such testing laboratory shall be employed on this project, regardless of who pays for such services.
- D. Except as otherwise indicated to the contrary, the Owner shall pay for the required inspection work and quality control testing work which is to be performed by an independent engineering inspection and testing laboratory.

#### 1.04 CORRECTIVE PROCEDURES

- A. After the Contractor has received a written report that any work has proven inadequate or defective by either test or by inspection, such Contractor shall immediately commence to correct such work, and when such correction work has been completed the Contractor shall request the independent engineering testing laboratory to retest or re-inspect such work, and the process shall be repeated until the defective work has been adjudged by the laboratory to meet the specification requirements.
- B. Absolutely no time extensions will be granted to the Contractor on account of the extra time it took, during the contract period, to accomplish favorable inspection and testing results to overcome reports requiring defective work to be corrected.

#### **PART 2 - PRODUCTS (NOT APPLICABLE)**

#### **PART 3 -EXECUTION (NOT APPLICABLE)**

**SECTION 01100  
BASIS OF BIDS**

**PART 1 - GENERAL**

1.01 DESCRIPTION

- A. The drawings, specifications and other contract documents provide for the entire project, complete. Bid prices shall be submitted on the basis described herein. All provisions specified and indicated in the drawings, specifications and other contract documents shall govern except as modified herein.

1.02 BASE BID AND ALTERNATES

- A. The base bid shall be the Unit Price cost for the entire work, complete, as specified and shown on the drawings and may be used for comparison of Project Bids. The bid may include the Unit Price costs of alternates that may increase or decrease the overall Unit Price bid for the project. The Owner may select any combination of alternates in order to establish the extent of work and determine the acceptable bid, if any.

1.03 UNIT PRICES

- A. Unit prices shall be submitted on all unit price items listed on the BID FORM. Should the project have changes in the WORK, the unit prices shall be used for adjustment of the Contract Price. The unit price shall be the price for one unit of the item of work, complete, as indicated and specified including contractor's overhead, profit, insurance and the like. The quantities shown on the Bid Form have been determined by the ENGINEER and are approximate only and may be subject to increase or decrease. Should the quantities be increased or decreased, payment will be based on the actual installed quantity at the Unit Price cost that was bid for that item of work.

1.03 LUMP SUM ITEMS

- A. Any pay items identified with a unit as L.S. (for lump sum) shall include that item complete, as necessary for the entire project. The quantity will not be adjusted under the unit price contract.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION (NOT APPLICABLE)**

**SECTION 01500**  
**STORMWATER POLLUTION PREVENTION PLAN & NPDES COMPLIANCE**

**PART 1 - GENERAL**

1.01 DEFINITION

- A. The term, stormwater pollution prevention plan, as used herein, includes all facilities, devices and operations required for preventing the discharge of pollutants into the surface waters by mainly erosion and sediment control procedures and other protective measures used throughout the duration of the project. The term, plan, also includes the required documentation to identify the site characteristics and activities, controls used, maintenance of the controls, and record of inspections.

1.02 RELATED WORK

- A. Provide Best Management Practices (BMP's) to prevent or reduce the pollution of surface waters. BMP's also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.
- B. Prepare the required stormwater pollution prevention plan documentation to identify the site characteristics and activities, controls used, maintenance of the controls, and record of inspections.
- C. The Contractor shall provide timely maintenance of vegetation, erosion and sediment controls, stormwater management practices, and other protective measures and BMP's so they will remain in good and effective operating condition.
- D. A qualified inspector (provided by the Contractor) shall inspect all points of discharge into surface waters, disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials that are exposed to rainfall, structural controls, and locations where vehicles enter or exit the site.

1.03 RESPONSIBILITY

- A. The responsibility for implementation of the storm water pollution prevention plan rests solely with the Contractor and begins on the first day of work.

1.04 REFERENCES

- A. The stormwater pollution prevention plan shall be developed and implemented for the construction site in accordance with the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities, May 2003. A copy of the generic permit is provided at the end of this section.
- B. A sample stormwater pollution prevention plan is provided in this section. The means and methods to be included in the plan are the responsibility of the Contractor.

## 1.05 LIABILITY

- A. Requirements, procedures and references made herein shall in no way act as a waiver of liability for Contractor and its surety. The stormwater pollution prevention and any other provisions of job-site safety are the sole responsibility of the Contractor. It is explicitly acknowledged that neither the Owner, Engineer, nor A.R. MILLER ENGINEERING, INC. (including their respective agents and employees) has any responsibility as to the methods or means of the Contractor's work or to the stormwater pollution prevention or job-site safety on this project.

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 - EXECUTION**

### 3.01 STORMWATER POLLUTION PREVENTION PLAN

- A. The stormwater pollution prevention plan shall be developed and implemented by the Contractor.
- B. The stormwater pollution prevention plan must clearly identify, for each measure identified in the plan, the contractor or subcontractor(s) that will implement the measure. All contractors and subcontractors identified in the plan must sign a copy of a certification statement that must be included in the stormwater pollution prevention plan.
- C. The Contractor shall retain a copy of the stormwater pollution prevention plan and all reports, records, and documentation required by the FDEP Generic Permit at the construction site or an appropriate alternative location from the date of project initiation to the date of final stabilization.

### 3.02 INSTALLATION OF CONTROLS

- A. Install staked silt barriers, turbidity barriers and other stormwater pollution prevention controls as needed throughout the project.
- B. Controls on the construction plans must be installed. Contractor shall install or construct additional controls to meet the goals of stormwater pollution prevention in accordance with the FDEP Generic Permit and the other permits issued for the project.

### 3.03 MAINTENANCE OF CONTROLS

- A. Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground. Built-up sediment will be removed from silt fence when it has reached one-third the height of the fence.
- B. Where applicable, the sediment basins will be inspected for depth of sediment, and built up sediment will be removed when it reaches 10 percent of the design capacity or at the end of the job.
- C. Where applicable, diversion dikes will be inspected and any breaches promptly repaired.
- D. Temporary and permanent seeding and planting will be inspected for bare spots, washouts, and

healthy growth.

- E. All pollution prevention controls shall be properly maintained throughout the duration of the project.

#### 3.04 INSPECTION

- A. At least once every seven (7) calendar days and within 24 hours of the end of a rainfall event of 0.50 (1/2) inches or greater, a qualified inspector (provided by the Contractor) shall inspect all points of discharge into surface waters, disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials that are exposed to rainfall, structural controls, and locations where vehicles enter or exit the site.

#### 3.05 OFF-SITE SEDIMENT TRACKING

- A. Off-site tracking of sediments onto roadways from vehicles exiting the construction site shall be prevented. Contractor shall provide means to prevent sediment from being transported onto public roads by motor vehicles or runoff.

#### 3.06 REMOVAL OF CONTROLS

- A. After the project site is stabilized, the accumulated sediments will be removed from any entrapment facilities (e.g. silt fence, sediment basin, etc.), and the controls will be removed. All materials shall be disposed of properly in a legal manner.

**City of Winter Garden**  
**CEMETERY EXPANSION PROJECT**  
**SAMPLE STORM WATER POLLUTION PREVENTION PLAN**  
**(TO BE COMPLETED AND SUBMITTED BY CONTRACTOR)**

**TABLE OF CONTENTS**

- 1. Site Description**
  - Controls-Erosion and Sediment Controls**
  - Other Controls**
  - Timing of Controls/Measures**
  - Certification of Compliance with Federal, State and Local Regulations**
  - Maintenance/Inspection Procedures**
- 2. Inventory for Pollution Prevention Plan**
  - Spill Prevention**
- 3. Pollution Prevention Plan Certifications**
  - Contractor's Certification**
- 4. Inspection and Maintenance Report Forms**
- 5. Notice of Intent Form (NOI)**
  - Notice of Termination Form (NOT)**
- 6. Checklists**

**City of Winter Garden  
CEMETERY EXPANSION PROJECT  
STORM WATER POLLUTION PREVENTION PLAN**

**SITE DESCRIPTION**

PROJECT NAME: CEMETERY EXPANSION PROJECT

LOCATION: Lat. N  
Long. W

OWNER NAME: City of Winter Garden  
AND ADDRESS: 300 West Plant Street  
Winter Garden, FL34787

DESCRIPTION (Purpose and Types of Soil-Disturbing Activities):

Work shall include but may not be limited to the following: Removal of existing improvements (by others); construction of an asphalt surface parking lot with associated drainage, landscape, irrigation and lighting improvements; all as described in the contract documents. Also included is providing maintenance of traffic and temporary erosion and sediment control for all areas as detailed on the plans and required by governing authorities.

RUNOFF COEFFICIENTS: The final coefficient of runoff for the site is as follows:

- A. C = 0.95 PAVED AREAS
- C = 0.60 UNPAVED AREAS

SITE AREA: The data for the project site area is as follows:

	Total Site Area (Ac.)	Area Disturbed By Construction (Ac.)
A. CEMETERY EXPANSION PROJECT	7.924	7.924

SEQUENCE OF MAJOR ACTIVITIES:

Generally the order of activities for the project under consideration will be as follows, where applicable:

1. Install silt barriers along work areas to have soil disturbance.
2. Clear and grub for sediment basin/detention area, where applicable.
3. Construct earth dikes.
4. Continue site clearing.
5. Install dewatering systems.
6. Proceed with site excavation and grading.

7. Stabilize denuded areas and stockpiles within two weeks after last construction activities in those areas, where applicable.
8. Install underdrains, stormwater collection systems and utilities.
9. Grade around deep structures; install hay bales and other measures as required.
10. Complete grading.
11. Complete final paving.
12. Install seeding/sodding
13. Remove accumulated sediment from basins and dry ponds.
14. Apply necessary touch-up to grassed areas, and complete landscaping and general clean-up after removal of accumulated silt, fixing of eroded areas.

NAME OF RECEIVING WATER:

Lake Apopka

EROSION AND SEDIMENT CONTROLS:

Stabilization Practices:

Temporary Stabilization - Where applicable, top soil stock piles and disturbed portions of the site where construction activity temporarily ceases for at least 21 days will be stabilized with temporary seed and mulch no later than 14 days from the last construction activity in that area. The temporary seed shall be of the kind best suited for seasonal application at the project sites. The application and preparation of the surfaces to be treated shall conform to the standards generally used for seasonal grassing in Central Florida.

Permanent Stabilization - Disturbed sections of the site where construction activities have permanently ceased shall be stabilized with permanent seeding or sodding no later than 14 days after the last construction activity. The permanent seeding or sodding shall conform to the procedures normally applicable to the site under consideration, and shall also conform to the project landscaping design and recommendations.

Structural Practices:

The required elements of temporary runoff containment will be generally combined with the drainage pond that collects the site runoff. Localized small temporary containment structures or sediment basins will be used as needed for development of the individual site where large retention areas or ponds cannot be constructed.

Stormwater Management:

For the project under consideration, the stormwater drainage will generally be provided by curb and gutter, inlets, catch basins, storm sewers, and retention/detention facilities (wet detention ponds). Open areas will be left in their natural state or will be graded at less than 10 hor. to 1 vert. and will have permanent seeding, sodding or planting.

All drainage ponds have been designed by a professional engineer to provide the required storage for water quality, as well as peak flow abatement to maintain stormwater discharges at or below pre-development rates. The outlet structure at each wet drainage pond is equipped with an erosion control device (concrete paved trough, riprap or Fabriform structure, or concrete mitered end section).

#### OTHER CONTROLS:

##### WASTE DISPOSAL

###### Waste Materials:

All waste materials will be collected and disposed of in a legal manner in accordance with local or state regulations.

###### Hazardous Waste:

All hazardous waste materials will be disposed of in the manner specified by local or state regulation or by the manufacturer.

###### Sanitary Waste:

All sanitary waste will be collected from the portable units as appropriate. Collections will be performed by a licensed sanitary waste management contractors in the State of Florida, as required by local regulation:

###### Off-Site Vehicle Tracking:

The paved streets adjacent to the site entrances will be checked to prevent accumulation of mud, dirt or rock tracked from the sites. Dump trucks hauling material from the construction site will be covered with a tarpaulin.

#### TIMING OF CONTROLS/MEASURES:

As indicated in the Sequence of Major Activities, the proposed drainage systems will be constructed prior to the clearing and grading operations on the project sites, where applicable. Zones of retention/detention have been provided on sites to control the discharge of silt and sediment into adjacent water bodies. Areas where construction activities temporarily cease for more than 21 days will be stabilized with temporary seeding and mulching or any other stabilization approach within 14 days of the last disturbance. Once construction activities cease permanently in an area, that area will be stabilized with permanent seed and mulch or sodding as dictated by the landscaping plan. After an entire project site is stabilized, the accumulated sediments will be removed from any entrapment facility and temporary earth dikes removed.

#### CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS:

The stormwater systems for the project included in this plan have been designed in accordance with the requirements of Florida Department of Environmental Protection (FDEP), St. Johns River Water Management District (SJRWMD) and the City of Winter Garden for the management and storage of surface waters. There are no other applicable state or federal requirements for sediment and erosion site plans (or permits), or stormwater management site plans (or permits).

## MAINTENANCE/INSPECTION PROCEDURES:

### Erosion and Sediment Control Inspection and Maintenance Practices:

These are the inspection and maintenance practices that will be used to maintain erosion and sediment controls:

Where allowed by sequence of operations, less than one-half of each site will be cleared at one time.

All control measures will be inspected at least once each week and following any storm event of 0.5 inches or greater.

All control measures will be maintained in good working order. If a repair is necessary, it will be initiated within 24 hours of report.

Built-up sediment will be removed from silt fence when it has reached one-third the height of the fence.

Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.

Where applicable, the sediment basins will be inspected for depth of sediment, and built up sediment will be removed when it reaches 10 percent of the design capacity or at the end of the job.

Where applicable, diversion dikes will be inspected and any breaches promptly repaired.

Temporary and permanent seeding and planting will be inspected for bare spots, washouts, and healthy growth.

A maintenance inspection report will be made after each inspection. A copy of the report form to be completed by the inspector is attached.

### Non-Storm Water Discharges

It is expected that the following non-storm water discharges will occur from the sites during the construction period:

Water from potable water and reclaimed water line flushing.

Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).

Uncontaminated groundwater (from excavation dewatering).

All non-storm water discharges will be directed to sediment basins prior to discharge, except for the discharges that have been kept free of all sediment material and can be discharged directly in existing storm sewer systems.

## INVENTORY FOR POLLUTION PREVENTION

The materials or substances listed below are expected to be present on-site during construction:

Concrete	Structural Steel
Detergents	Glues for Pipe Installation
Paints (enamel & latex)	Fertilizers
Petroleum Based Products	Tar
Cleaning Solvents	Wood
PVC Pipe	Masonry Block
Ductile Iron Pipes	

### SPILL PREVENTION:

#### Material Management Practices

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to stormwater runoff.

#### GOOD HOUSEKEEPING:

The following good housekeeping practices will be followed on-site during the construction project:

An effort will be made to store only enough product required to do the job

All materials stored on-site will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure

Products will be kept in their original containers with the original manufacturer's label

Substances will not be mixed with one another unless recommended by the manufacturer's label

Whenever possible, all of a product will be used up before disposing of the container

Manufacturer's recommendations for proper use and disposal will be followed

The site superintendent will inspect daily to ensure proper use and disposal of materials on-site

#### HAZARDOUS PRODUCTS:

These practices are used to reduce the risks associated with hazardous materials:

Products will be kept in original containers unless they are not resealable.

Original labels and material safety data will be retained; they contain important product information.

If surplus product must be disposed of, manufacturers' or local and state recommended methods for proper disposal will be followed.

#### PRODUCT-SPECIFIC PRACTICES:

##### Petroleum Products:

All on-site vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers which are clearly labeled. Any asphalt substances used on-site will be applied according to the manufacturer's recommendations.

##### Fertilizers:

Fertilizers used will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked into the soil to limit exposure to stormwater. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

##### Paints:

All containers will be tightly sealed and stored when not required for use. Excess paint will not be discharged to the storm sewer or into any other utility system but will be properly disposed of according to manufacturers' instructions or local and state regulations.

##### Concrete Trucks:

Concrete trucks will not be allowed to wash out or discharge surplus concrete or drum wash water on the site, unless adequate clean-up procedures are used to remove materials from the project site.

#### SPILL CONTROL PRACTICES

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:

Manufacturers' recommended methods for spill cleanup will be clearly posted and site personnel will be made aware of the procedures and the location of the information and cleanup supplies.

Materials and equipment necessary for spill cleanup will be kept in the material storage area on-site. Equipment and materials will include but not be limited to brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sand, sawdust, and plastic and metal trash containers specifically for this purpose.

All spills will be cleaned up immediately after discovery.

The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.

Spills of toxic or hazardous material will be reported to the appropriate state or local government agency, regardless of the size.

The spill prevention plan will be adjusted to include measures to prevent this type of spill from reoccurring and how to clean up the spill if there is another one. A description of the spill, what caused it, and the cleanup measures will also be included.

The site superintendent responsible for the day-to-day site operations will be the spill prevention and cleanup coordinator. He will designate at least three other site personnel who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and cleanup. The names of responsible spill personnel will be posted in the material storage area in the office trailer on-site.

**POLLUTION PREVENTION PLAN  
CONTRACTOR'S CERTIFICATION**

I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared there-under.

Signature \_\_\_\_\_ For (Contractor) \_\_\_\_\_ Responsible For (Activities) \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

**STORMWATER POLLUTION PREVENTION PLAN**

**INSPECTION AND MAINTENANCE REPORT FORM**

TO BE COMPLETED EVERY 7 DAYS AND WITHIN 24 HOURS  
OF A RAINFALL EVENT OF 0.50 (1/2) INCHES OR MORE

INSPECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

INSPECTOR'S QUALIFICATIONS:

\_\_\_\_\_

DAYS SINCE LAST RAINFALL: \_\_\_\_\_  
AMOUNT OF LAST RAINFALL: \_\_\_\_\_ INCHES

**STABILIZATION MEASURES**

AREA	DATE SINCE LAST DISTURBED	DATE OF NEXT DISTURBANCE	STABILIZED ? (yes/no)	STABILIZED WITH	CONDITION

STABILIZATION REQUIRED:

---

---

---

---

TO BE PERFORMED BY: \_\_\_\_\_ ON OR BEFORE: \_\_\_\_\_

SEDIMENT BASIN

ID	DEPTH OF SEDIMENT IN BASIN	CONDITION OF BASIN SIDE SLOPES	ANY EVIDENCE OF OVERTOPPING OF THE EMBANKMENT	CONDITION OF OUTFALL FROM SEDIMENT BASIN

MAINTENANCE REQUIRED FOR SEDIMENT BASIN:

---

---

---

---

TO BE PERFORMED BY: \_\_\_\_\_ ON OR BEFORE: \_\_\_\_\_

STABILIZED CONSTRUCTION ENTRANCE

DOES MUCH SEDIMENT GET TRACKED ONTO ROAD?	IS THE GRAVEL CLEAN OR IS IT FILLED WITH SEDIMENT?	DOES ALL TRAFFIC USE THE STABILIZED ENTRANCE TO LEAVE THE SITE?	IS THE CULVERT BENEATH THE ENTRANCE/CANAL WORKING?

MAINTENANCE REQUIRED FOR STABILIZED CONSTRUCTION ENTRANCE:

---



---



---



---

TO BE PERFORMED BY: \_\_\_\_\_ ON OR BEFORE: \_\_\_\_\_

STRUCTURAL CONTROLS

DATE: \_\_\_\_\_

EARTH DIKE

FROM	TO	IS DIKE STABILIZED?	IS THERE EVIDENCE OF WASHOUT OR OVERTOPPING?

MAINTENANCE REQUIRED FOR EARTH DIKE:

---

---

---

---

---

---

---

---

TO BE PERFORMED BY: \_\_\_\_\_ ON OR BEFORE: \_\_\_\_\_

**SECTION 01576  
MAINTENANCE OF TRAFFIC**

**PART 1 – GENERAL**

1.01 DEFINITION

- A. The term, maintenance of traffic, as used herein, includes all facilities, devices and operations required for the safety and convenience of the public as well as minimizing public traffic during the length of the project.

1.02 RELATED WORK

- A. Provide for access to residences and businesses along, or adjacent to, the project. It is imperative that access to all residences and businesses along, or adjacent to, the project be maintained at all times for access of emergency vehicles, mail delivery, and general accessibility.
- B. All through traffic is to be routed around or through the project in accordance with FDOT standards. The Contractor is to provide a Maintenance of Traffic plan to the City Engineer, and obtain approval, prior to commencing any work.
- C. This project may be located on FDOT right-of-way. All work, including maintenance of traffic, shall meet or exceed the requirements of the FDOT and any permits issued by FDOT for this project.

1.03 RESPONSIBILITY

- A. Responsibility for maintenance of traffic rests solely with the Contractor and begins on the first day of work.

1.04 REFERENCES

- A. All signs, barricades and road offset dimensions shall be in accordance with the Florida D.O.T. Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

1.05 LIABILITY

- A. Requirements, procedures and references made herein shall in no way act as a waiver of liability for Contractor and its surety. Maintenance of traffic and any other provisions of job-site safety are the sole responsibility of the Contractor. It is explicitly acknowledged that neither the Owner, Engineer, or A.R. MILLER ENGINEERING, INC. (including their respective agents and employees) have any responsibility as to the methods or means of the Contractor's work or to the maintenance of traffic or job-site safety on this project.

**PART 2 – PRODUCTS – NOT USED**

**PART 3 – EXECUTION**

3.01 MAINTENANCE OF ROADWAY SURFACES

- D. Maintain all lanes being used for maintenance of traffic to ensure a substantial, safe, and smooth riding surface under all weather conditions.

3.02 MAINTENANCE OF TRAFFIC CONTROL DEVICES

- A. Traffic control devices shall be kept in correct position, properly directed, clearly visible and clean at all times.

3.03 NUMBER OF LANES

- A. One way traffic operation may be allowed for short periods of time provided that adequate means of traffic control are affected and traffic is not unreasonably delayed.

3.04 OBSERVATION OF WORK

- A. Project site to be observed daily, including weekends and holidays. Replace all equipment and devices not conforming to approved standards during that observation.

3.05 INSTALLATION

- A. All traffic control devices shall be erected prior to the creation of any hazardous condition and in conjunction with any necessary re-routing of traffic.
- B. Immediately remove, turn or cover any devices which do not apply to existing conditions.
- C. Furnish all traffic control devices including signs, barricades, and panels.

3.06 TEMPORARY CLOSING OF DETOUR

- A. Close detour if water level rises to within 1 foot of the profile grade or as directed by Engineer.

3.07 REMOVAL OF DETOUR

- A. All materials from detour shall become the property of, and disposed of by the Contractor.

**SECTION 01700  
PROJECT CLOSEOUT**

**PART 1 – CLOSEOUT**

1.01 DESCRIPTION

- A. Definitions: Closeout is hereby defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in other sections. Time of closeout is directly related to substantial completion, and therefore may be a single time period for entire work or a series of time periods for individual parts of the work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. The time variation, if any, shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

- A. General: Prior to requesting Engineer's inspection for certification of substantial completion, for either entire work or portions thereof, complete the following and list known exceptions in request:
1. In progress payment request coincident with, or first following date claimed, show 100% completion for portion of work claimed as "substantially complete," or list incomplete items, value of incompleteness, and reasons for being incomplete.
  2. Include supporting documentation for completion as indicated in contract documents.
  3. Submit statement showing accounting of changes to the Contract Sum.
  4. Advise Owner of pending insurance change-over requirements.
  5. Submit specific warranties, workmanship-maintenance bonds, maintenance agreements, final certifications and similar documents.
  6. Obtain and submit releases enabling Owner's full and unrestricted use of the work and access to services and utilities, including, where required, occupancy permits, operating certificates, and similar releases.
  7. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.
  8. Make final change-over of locks and transmit keys to Owner, and advise Owner's personnel of change-over in security provisions.
  9. Complete start-up testing of systems, and instructions of Owner's operating-maintenance personnel. Discontinue, or change over, and remove from project site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.
- B. Inspection Procedures: Upon receipt of Contractor's request, Engineer will proceed with inspection or advise Contractor of pre-requisites not fulfilled. Following initial inspection, Engineer will prepare certificate of substantial completion, or advise Contractor of work which

must be performed prior to issuance of certificate and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial “punch-list” for final acceptance.

### 1.03 PREREQUISITES TO FINAL ACCEPTANCE

- A. General: Prior to requesting Engineer’s final inspection for certification of final acceptance and final payment, as required by General Conditions, complete the following and list known exceptions in request:
1. Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  2. Submit updated final statement, accounting for final changes to Contract Sum.
  3. Submit certified copy of Engineer’s final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by Engineer.
  4. Submit final meter readings for utilities, measured record of stored fuel, and similar data as of time of substantial completion or when Owner took possession of and responsibility for corresponding elements of the work.
  5. Submit Contractor’s Affidavit of Payment of Debts and Claims, Contractor’s Affidavit of Release of Liens, Consent of Surety Company to Final Payment and Warranty Bond.
  6. Revise and submit evidence of final, continuing insurance coverage complying with insurance requirements.
  7. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
  8. Complete final cleaning up requirements, including touch-up of marred surfaces.
  9. Touch-up and otherwise repair and restore marred exposed finishes.
- B. Reinspection Procedure: Upon receipt of Contractor’s notice that work has been completed, including punch-list items resulting from earlier inspections, and excepting incomplete items delayed because of acceptable circumstances, Engineer will reinspect work. Upon completion of reinspection, Engineer will prepare certificate of final acceptance or advise Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated and Engineer’s fee for additional inspection (s) shall be deducted from Contractor’s retainage by Owner.

### 1.04 RECORD DOCUMENT SUBMITTALS

- A. General: Specific requirements for record documents are shown in Section 01720, PROJECT RECORD DOCUMENTS. Other requirements are indicated in General Conditions. General submittal requirements are indicated in “Submittals” sections. Do not use record documents for

construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for Engineer's reference during normal working hours.

1. Record Drawings: Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on cover of each set.
2. Record Specifications: Upon completion of mark-up, submit to Engineer for Owner's records.
3. Record Product Data: Upon completion of mark-up, submit complete set to Engineer for Owner's records.
4. Record Sample Submittal: Comply with Engineer's instructions for packaging, identification marking, and delivery to Owner's sample storage space.
5. Miscellaneous Record Submittals: Complete miscellaneous records and place in good order, properly identified and bound and filed, ready for continued use and reference. Submit to Engineer for Owner's records.
6. Maintenance Manuals: Complete, place in order, properly identify and submit to Engineer for Owner's records.

## **PART 2 – PRODUCTS (Not Applicable)**

## **PART 3 – EXECUTION**

### **3.01 CLOSEOUT PROCEDURES**

- A. General Operating and Maintenance Instructions: Arrange for each installer of work requiring continuing maintenance or operation, to meet with Owner's personnel, at project site, to provide basic instructions needed for proper operation and maintenance of entire work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy, efficiency adjustments, and similar operations. Review maintenance and operations in relation with applicable warranties, agreements to maintain, bonds, and similar continuing commitments.

### **3.02 FINAL CLEANING**

- A. Removal of Protection: Remove temporary protection devices and facilities which were installed during course of the work to protect previously completed work during remainder of construction period.
- B. Compliances: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on Owner's property, or

discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.

1. Where extra materials of value remaining after completion of associated work have become Owner's property, dispose of these as directed by Owner.

END OF SECTION

**SECTION 01720  
PROJECT RECORD DOCUMENTS**

**PART 1 – GENERAL**

1.01 DESCRIPTION

- A. Definition: Record copies are defined to include those documents or copies relating directly to performance of the work, which Contractor is required to prepare or maintain for Owner's records, recording the work is actually performed. In particular, record copies show changes in the work in relation to way in which shown and specified by original contract documents; and show additional information of value to Owner's records, but not indicated by original contract documents. Record copies include newly-prepared drawings (if any are specified), marked-up copies of contract drawings, shop drawings, specifications, addenda and change orders, mark-up product data submittals, record samples, field records for variable and concealed conditions such as excavations and foundations, and miscellaneous record information on work which is otherwise recorded only schematically or not at all. Certain individual work sections of Divisions 2 through 17 may indicate specific record-copy requirements which extend requirements of this section.

1.02 RECORD DRAWINGS

- A. Mark-up Procedure: During progress of the work, maintain a white print set (blue-line or black-line) of contract drawings and shop drawings, with mark-up of actual installations which vary substantially from the work as originally shown. Mark whatever drawing is most capable of showing actual physical condition, fully and accurately. Where shop drawings are marked up, mark cross-reference on contract drawings at corresponding location. Mark with erasable colored pencil, using separate colors where feasible to distinguish between changes for different categories of work at same general location. Mark up important additional information which was either shown schematically or omitted from original drawings. Give particular attention to information on work concealed, which would be difficult to identify or measure and record at a later date. Note alternate numbers, change order numbers and similar identification. Require each person preparing markup to initial and date markup and indicate name of firm. Label each sheet "AS-BUILT" in 1-1/2 inch high letters.

1.03 RECORD DRAWING REQUIREMENTS

**A. RECEIVABLES:**

1. 1 - CD or DVD\*\* in a jewel case.  
\*\*The disk label shall include the following:  
Engineering and/or Survey Company Name with prepared by statement, Project Name, City of Winter Garden Project Number, Date the data is burned onto disk, Designate "Record Drawing", "Preliminary Record Drawing" or "Other".
2. Four - 24" by 36" hard copies, signed and sealed.
3. Everything in the ground shall be "as-built" and turned in to Engineering Dept. in a Signed & Sealed scanned PDF format.
4. Auto-CAD Files must be submitted in DWG format minimally.
5. Each file should be for one section of development and one layer included below. Multiple sections will not be accepted in one file.
6. Provide outline of layers on the Auto-CAD file.
7. Auto-CAD files shall be saved by using the E-TRANSMIT command.
8. Tie into section corners in the Florida State Plane Coordinate System East to insure proper orientation at each end of baseline. Section corner tie sheets can be obtained from the Orange County Surveyor's web page.

**B. DATUM:**

1. As used in the design and shown on the Record Drawing; Horizontal datum shall be referenced to North American Datum of 1983, on the 1990 adjustment for Florida Transverse Mercator - East Zone. **The same datum used in the design and shall be shown as the datum used in the Record Drawing;** Vertical datum shall be referenced to the National Geodetic Vertical Datum of 1929 or to the North American Vertical Datum of 1988. **THIS SHALL BE CLEARLY NOTED ON THE PLANS.**
2. Where there is no baseline, the baseline for water main should be the sanitary sewer, if there is no sanitary sewer then the storm sewer, if no storm sewer the property/ROW line, baseline for sanitary sewer should be the sanitary sewer, baseline for storm sewer should be the storm sewer.
3. All record data shall be digitally positioned on the design drawings prepared by the engineer of record. Said design drawings shall be complete and include both plan and profile views of the infrastructure.
4. In all cases, State Plane Coordinates shall be used in the electronic datum, station, off-set and elevations shall be shown on the plan.

**C. GENERAL: (FOR ALL LAYERS)**

1. All references to "proposed" and "plan" are to be removed from the Record Drawing.
2. All lines, structures, and other items that are relocated will be removed and shown in the proper location (hand written notes and "x"ing out will not be allowed).
3. All record drawings will be signed and sealed by Certified Land Surveyor or Professional Engineer licensed to practice in the State of Florida. If certified by a Surveyor, P.E. will sign off stating that the record drawings were checked by the engineer, verifying that they inspected the work.
4. Lot numbers on the as-builts shall match the lot numbers on the recorded plat.
5. Clearly mark existing infrastructure which is to remain.
6. Clearly mark existing infrastructure which has been abandoned, and how it was abandoned.
7. Station, length, width and depth of flowable fill used.
8. Record Drawings shall not be greater than 1" equals 30'.
9. All Detail sheets shall be included with each record drawing.
10. Location by station and elevation, width, depth and length of flowable fill used for all uses
11. Supply all surveys of the project and or property.

**D. WATER, REUSE AND FORCE MAINS: (EACH TO BE LOCATED ON A SEPERATE LAYER)**

1. Location of all meter boxes, valves, tees, bends, reducers, caps, plugs, fire hydrants, backflow preventers, water services, taps, air release valves, including top of pipe at ARV, and centerline of water main on station and offset not to exceed 100'. All horizontal deflections shall be called out.
2. Top of pipe elevations should be shown on all tees, valves, bends, reducers, caps, plugs, centerline of water main not to exceed 100 lineal feet, and bottom flange of barrel section of the fire hydrant. All vertical deflections shall be called out.
3. Restrained joint pipe length (station to station).
4. Manufacturer, model, usage, type and size of valves shall be shown on the plan.
5. Numbered sample points locations needed for DEP submittal (to be removed from "final" as-built).
6. Length of run between fittings, type of and size of pipe material.
7. Call out variation (if it exists) in stationing of corporation compared to meter box.

**E. SANITARY SEWERS: (TO BE LOCATED ON A SEPARATE LAYER)**

1. Manhole rim elevation, invert elevations and directions.
2. Length of run between sanitary structures, type of and size of pipe material with calculated percentage of slope for the run of pipe.
3. Location of sanitary service wyes with station and offset, together with the invert elevation, station and offset, pipe diameter and material (only at clean-out).
4. Applicable lift station information should be filled out on the detail sheet for lift stations.

**F. WATER/SANITARY/STORM/REUSE PIPE CROSSINGS AND SEPARATIONS:** (PART OF WATER, SANITARY, REUSE AND/OR STORM LAYER)

1. Pipe types, sizes and material.
2. Crossings; Top and bottom elevations of pipes crossing each other and the distance between the outside of the two lines.
3. Separation; Distance between the outside of the two lines.

**G. CONFLICT STORM/WATER/SANITARY/REUSE STRUCTURES:** (PART OF EACH APPLICABLE LAYER)

1. Top and bottom of casing.
2. All info asked for in storm or sanitary manhole descriptions with the addition of top of all pipes.

**H. CASINGS:** (PART OF EACH APPLICABLE LAYER)

1. Material and thickness.
2. Top of and invert of casing.
3. Length and station and offset of ends.
4. If used, station and offset for vent, including tap location, and fittings.

**I. STORM SEWERS AND UNDERDRAIN:** (TO BE LOCATED ON A SEPARATE LAYER)

1. Manhole and catch basin rim elevation, outfalls and top of headwall invert elevations and direction, weir elevations, bottom of manholes and catch basins (sumps).
2. Length of run between storm structures, type of and size of pipe material with calculated percentage of slope for the run of pipe.
3. Location of service connections (without manholes) together with the invert elevation, pipe diameter and material.
4. Dry retention, wet retention, dry detention, wet detention areas.
5. Exfiltration trenches, Station at beginning and end of system, width, depth.
6. Top of and toe of slope on berm elevation designed to stop flooding.
7. Underdrain, Station at beginning and end of the system, type of and size of pipe with clean-out locations.

**J. STREET LIGHTS:** (TO BE LOCATED ON A SEPARATE LAYER)

1. Manufacturer, model, and height of poles shall be shown on the record drawings.
2. Manufacturer, model, and wattage and voltage of lights shall be shown on the record drawings.
3. Pull boxes, station and offset.
4. Length of conduit runs between boxes and poles, type of, and size of pipe material. Shown as, laid in the ground not as a wiring schematic, with amount, by color, type of, and size of wiring material.
5. Service connection, type (Duke Energy owned, City metered) station and offset.

**K. IRRIGATION:** (TO BE LOCATED ON A SEPARATE LAYER)

1. Backflow preventer, control stand location, Control valve, zone, station and offset.
2. Main line piping size, material, lengths, depth.
3. Heads, Type (1/4, half, 3/4, full circle) zone, station and offset.
4. Control Stand, station and offset.

**L. LANDSCAPING:** (TO BE LOCATED ON A SEPARATE LAYER)

1. Tree type, caliper, and height.
2. Tree grate, size, and model.
3. Station, elevation, length, width, and depth of Structural Soil used.
4. Top of and toe of slope on berm elevation for landscaping.

**M. PRIVATE CONSTRUCTION IMPACTS TO RIGHT-OF-WAY:**  
(TO BE LOCATED ON A SEPARATE LAYER)

1. Private utility or revocable easements in the City ROW's or on City property must be shown on the plan. Any improvements within the easement need to be shown and called out as private. The recording information should be on the as-built.
2. Privately owned lighting, irrigation and landscaping in the City right-of-way needs to be called out as private and identified.
3. All aerial and underground footer easements (in ROW).

**N. FLOWABLE FILL: (PART OF EACH APPLICABLE LAYER)**

1. Limits of flowable fill shall be noted on the as-built. (Location, Length, Width, & Depth)

**1.04 RECORD SPECIFICATIONS**

**A. General:**

1. During progress of the work, maintain one (1) copy of specifications, including addenda, change orders and similar modifications issued in printed form during construction, and mark-up variations (of substance) in actual work in comparison with text of specifications and modifications as issued. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark-up, submit to Engineer for Owner's records. Label front cover "AS-BUILT" in 1-1/2 inch high letters.
2. Where manual is printed on one side of page only, mark variation on blank left-hand pages of Project Manual, facing printed right-hand pages containing original text affected by variation.

**1.05 RECORD PRODUCT DATA**

- A. General:** During progress of the work, maintain one (1) copy of each product data submittal, and mark-up significant variations in the actual work in comparison with submitted information. Include both variations in product as delivered to site, and variations from manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark-up of record drawings and specifications. Upon completion of mark-up, submit complete set to Engineer for Owner's records. Label each data submittal "AS-BUILT" in 1-1/2 inch high letters.

**1.06 MISCELLANEOUS RECORD SUBMITTAL**

- A. General:** Refer to other sections of these specifications for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the work. Immediately prior to date (s) of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to Engineer for Owner's records. Categories of requirements resulting in miscellaneous work-records are recognized to include, but not limited to, the following:
1. Required field records on excavations, fill brought in, unsuitable material hauled away and similar work.
  2. Accurate certified survey showing locations and elevations of underground lines, including invert elevations of drainage piping, valves, sanitary sewer and water lines and manholes.
  3. Authorized measurements utilizing unit prices.
  4. Plant treatment records on wood and soil.
  5. Certifications received in lieu of labels on products and similar record documentation.
  6. Batch mixing and bulk delivery records.
  7. Testing and qualification of tradesmen.
  8. Documented qualifications of installation firms.

9. Compaction tests.
10. Inspections and certifications by governing authorities.
11. Leakage and water-penetration tests.
12. Final inspection and correction procedures.
13. Statements of application.

**PARTS 2 AND 3 - PRODUCTS AND EXECUTION (NOT APPLICABLE)**

**END OF SECTION**

**SECTION 02110  
SITE CLEARING**

**PART 1 - GENERAL**

1-01 DESCRIPTION

- A. The extent of site clearing is shown on the drawings.
- B. Site clearing work includes, but is not limited to the following:
  - 1. Protection of existing trees and vegetation to remain.
  - 2. Removal of trees and other vegetation.
  - 3. Topsoil stripping.
  - 4. Clearing and grubbing.
  - 5. Removing above-grade improvements (including railroad ties).
  - 6. Removing below-grade improvements.
  - 7. Removing existing debris, silt and other waste from existing pipes, pipe ends, structures, swales and ditches.
  - 8. Salvaging existing brick pavement.

1-02 PROTECTION OF EXISTING TREES

- A. Protect existing trees and vegetation not required to be removed due to proximity of construction, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.
- B. Water trees and other vegetation to remain within the limits of the contract work as required to maintain their health during the course of construction operations.
- C. Provide protection for roots over 1-1/2" diameter cut during construction operations. Coat the cut faces with an emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.
- D. Repair or replace trees and vegetation (including sod) damaged by construction operations, in a manner acceptable to the Engineer. Repair of damaged trees shall be done by a qualified tree surgeon.
- E. Replace trees which cannot be repaired and restored to full growth status, as determined by the tree surgeon.

1-03 SALVAGING EXISTING BRICK PAVEMENT

- A. Remove existing asphalt pavement that is overlaying the existing brick pavement in a manner to minimize damage to the bricks.
- B. All bricks shall be transported to the City Public Works yard located on Lakeview Road, sorted as to whole or broken, and the whole bricks shall be stacked, as directed by the Owner.
- C. All work shall minimize the damage to the existing bricks.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

## **PART 3 - EXECUTION**

### **3-01 GENERAL**

A. Remove vegetation, improvements, or obstructions interfering with operation of improvements as directed by the Engineer or otherwise specified herein. Remove such items elsewhere on the site or premises as specifically indicated. Removal includes stumps and roots.

B. Carefully and cleanly cut roots and branches of trees which can be left standing, where such roots and branches obstruct new construction.

### **3-02 TOPSOIL**

A. Strip topsoil to whatever depths encountered in a manner to prevent intermingling with the underlying subsoil or other objectionable material.

1. Topsoil is defined as friable clay loam surface soil found in a depth of not less than 4". Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones, and other objects over 2" in diameter, and without weeds, roots and other objectionable material.

B. Remove heavy growths of grass from areas before stripping.

1. Where trees are indicated to be left standing, stop topsoil stripping a sufficient distance to prevent damage to the main root system.

C. Dispose of topsoil the same as waste material, herein specified.

### **3-03 CLEARING AND GRUBBING**

A. Clear the site of trees (where required for construction), shrubs and other vegetation.

B. Completely remove stumps, roots, and other debris protruding through the ground surface.

C. Use only hand methods for grubbing inside the drip line of trees to be left standing.

D. Remove existing debris, sand, silt and other waste.

E. Fill depressions caused by clearing and grubbing operations with satisfactory soil materials, and compact, and grade in accordance with the Section, EARTHWORK AND SITE GRADING.

### **3-04 REMOVAL OF IMPROVEMENTS**

A. Remove above-grade and below-grade improvements necessary to permit construction, and other work as indicated.

B. Remove abandoned underground structures, piping and conduit which interfere with construction.

C. Abandoned underground structure, piping, or conduit, that is to remain, must be approved by the Owner, unless specifically identified on the plans to remain or to be abandoned.

### 3-05 DISPOSAL OF WASTE MATERIAL

A. Timber, stumps, brush, roots, rubbish, silt, sand, muck and other material removed resulting from clearing and grubbing (including railroad ties) shall be disposed of off-site in a legal manner as a part of this contract. Burning on the site or a nearby area will not be permitted at any time. No material shall be left on any part of the project site.

B. Remove waste materials and unsuitable topsoil from the Owner's property and dispose of off-site in a legal manner. All removal shall be included in the unit price for Clearing.

END OF SECTION

**SECTION 02202**  
**EXCAVATING, TRENCHING, AND BACKFILLING FOR UTILITIES**

**PART 1 - GENERAL**

1-01 DESCRIPTION

- A. The work includes excavating, trenching, and backfilling for the construction and installation of pipelines and related utilities for stormwater, water, and sewer services and pipes.
- B. Excavation will be open cut unless otherwise shown on the drawings.
- C. Include clearing and grubbing, construction of cribbing and cofferdams, dewatering, and incidental work.
- D. Existing Utilities: Locate existing underground utilities in the areas of work before starting earthwork operations. Where utilities are to remain in place, provide adequate means of protection during earthwork operations.
  - 1. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility owner immediately for directions. Cooperate with the Owner, and public and private utility companies in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility Owner.
  - 2. Do not interrupt existing utilities serving facilities occupied and used by the Owner or others, except when permitted in writing by the Engineer and then only after acceptable temporary utility services have been provided.
  - 3. The Contractor is responsible for verifying and locating all utilities within the project. The Owner will not be responsible for delays and costs incurred by the Contractor due to third party utility owners. The Contractor shall seek compensation for the costs of delays and resulting changes incurred directly from the utility owner. The Contractor shall contact each utility company and coordinate all matters. Information shown on the drawings as to the location of existing utilities has been prepared from the most reliable data made available to the Engineer. This information is not guaranteed, however and it shall be the Contractor's responsibility to determine the location, character and depth of any existing utilities. The Contractor shall assist the utility companies, by every means possible to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities.
- E. Use of explosives is not permitted.
- F. Temporary Protection: Protect structures, utilities, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

1-02 JOB CONDITIONS

- A. Obtain all required approvals, permits and licenses before installing pipelines whether in rights of way or under existing roads and follow the rules and requirements of the authority having jurisdiction. Pay all fees.
- B. If unauthorized over-excavation occurs, repair the area by backfilling with approved select material and compacting to required density.

### 1-03 QUALITY ASSURANCE

- A. Codes and Standards: Perform all work in compliance with applicable requirements of governing authorities having jurisdiction and Section 01040, INSPECTION, TESTING AND REPORTS.
- B. Testing and Inspection Service:
  - 1. The Owner will engage the services of a qualified independent testing laboratory to perform soil testing and inspection services for quality control during earthwork operations.
  - 2. The Contractor shall coordinate tests and the testing laboratory in a timely manner so as not to cause a delay in the work.
- C. Submittals: Submit two (2) copies of all reports directly from the laboratory to the Engineer. Test reports shall be identified by the project title, project file number, project location, and location and depth of each test submitted.
- D. All test reports must be signed by a Florida licensed Professional Engineer.

### 1-04 EXCAVATION CLASSIFICATION

- A. Regardless of the nature of material excavated, all excavating will be considered unclassified.

## **PART 2 - PRODUCTS**

### 2-01 GENERAL

- A. Backfill material shall be approved before use and shall be free of roots, brush, debris, and other objectionable material.
- B. Excavated Materials: Use only approved material for backfill and provide additional material (select backfill, see next section) from approved sources. Excess excavated material for backfill may be transported and used in areas of deficiency.

### 2-02 SELECT BACKFILL

- A. Use suitable material in which all material passes a 3/8 inch sieve with not more than 5 percent passing a No. 200 sieve. Excavated material which meets this gradation requirement may be used for select backfill. Quantities for progress payments may be determined based on truck tickets, however, final payment for this item will be determined by the actual in-place quantity at the unit price bid.

## **PART 3 - EXECUTION**

### 3-01 STRUCTURE EXCAVATION

- A. Excavation Dimensions: Provide not more than 48 inches of clear working space between the exterior lines of the structure and the face of the excavation or shoring. In all cases, extend to solid bearing.
- B. Dewatering: Prevent surface water and subsurface or ground water from flowing into excavations, and flooding the project site and surrounding area.
  - 1. Do not allow water to accumulate in excavations. Remove water from excavations to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey the water away from the site.

2. Convey water removed from excavations and rain water to collecting or run-off areas. Do not use trench excavations for site utilities as temporary drainage ditches.
3. Obtain all required approvals, permits and licenses before installing dewatering system(s) and follow the rules and requirements of the authority have jurisdiction.

C. Additional Excavation: When excavation has reached required subgrade elevations, notify the Engineer. If unsuitable materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the Engineer. Removal of unsuitable material and its replacement as directed will be paid at the unit price bid for Excavate/Remove Soil and Select Import Backfill Material.

### 3-02 TRENCH EXCAVATION

A. General: Excavate trenches to lines, grades and elevations indicated. Fine grade the trench bottom throughout and excavate to accommodate joints and connections so the barrel of the pipe will receive bearing pressure throughout the trench bottom.

B. Trenching Guidelines: For excavation, trench width and depth shall be as follows: ample width to allow a minimum free working space; width of hand excavated trenches may be reduced providing approval is given, stability of soil is consistent with depth of trench required, and pipe can be satisfactorily installed to line and grade and properly backfilled. Hand excavate placements for thrust blocks, grade and trim sides straight upward to original ground.

C. Dewatering: Prevent surface water and subsurface or ground water from flowing into excavations, and flooding the project site and surrounding area.

1. Do not allow water to accumulate in excavations. Remove water from excavations to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction discharge lines, and other dewatering system components necessary to convey the water away from the site.

2. Convey water removed from the excavations and rain water to collecting or run-off areas. Do not use trench excavations for site utilities as temporary drainage ditches.

3. Obtain all required approvals, permits and licenses before installing dewatering system(s) and follow the rules and requirements of the authority having jurisdiction.

D. If water is allowed to stand and the earth is softened, the earth shall be completely dried or replaced with firm material and the proper backfill placed before construction can proceed.

E. Roadways, Parking Areas, and Road Crossings: Cut existing pavement full depth to a true line before excavation, as indicated.

F. Additional Excavation: When excavation has reached required subgrade elevations, notify the Engineer. If unsuitable materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the Engineer. Removal of unsuitable material and its replacement as directed will be paid on the basis of the unit price bid for Excavate/Remove Soil and Select Import Backfill Material.

### 3-03 SHORING AND SHEETING

A. Construct and maintain all shoring and sheeting necessary to protect the excavation, and as required by applicable Local, State and Federal laws.

B. Do not disturb or remove timber or other sheeting driven to a depth below the elevation of the top of the pipe.

C. Remove all other sheeting and shoring when safe to do so. Any portion wholly buried by earth and at least 18 inches from any timber members of permanent structures need not be stripped.

### 3-04 BACKFILL

A. General: Where placed in the road shoulder (up to 8 feet from edge of pavement or curb), the top 12 inches of backfill shall be compacted to 98 percent density as determined by AASHTO T-180, latest revision. For utilities, mound at the surface to allow for settlement to adjacent finish grades. Prior to final inspection and acceptance, level areas of fill to surrounding ground surface. Do not backfill until all piping has been inspected, tested, and approved for backfilling.

B. Backfill for Structures: Place backfill material under slabs and structures in horizontal uniform layers not exceeding 8 inches in thickness and compatible with compaction equipment used. Bring each layer up uniformly and thoroughly compact using pneumatic or other approved compaction equipment. Moisten backfill prior to placing to insure maximum compaction. Puddling or water flooding for consolidation of the backfill shall not be done. Compact each layer of backfill to 100 percent density as determined by AASHTO T-180, latest revision.

C. Trench Backfill:

1. Backfill trenches immediately after approval of the line construction.

2. Use select backfill carefully placed in uniform layers not exceeding 6 inches in thickness to a depth of 1 foot over the top of the pipe. Place material and fill the area under the pipe haunches. Place each layer, moisten, then uniformly compact by use of hand, pneumatic, or mechanical tampers exercising care to prevent lateral displacement. Areas of backfill 1 foot to 4 feet over top of pipe or 1 foot over top of pipe to top of trench, whichever is less, shall be backfilled with a select material containing rocks no larger than 8 inches in the greatest dimension and shall be free of material with an exceptionally high void content. Backfill for more than 4 feet over top of pipe, as approved, meeting above requirements, except size of rocks, will not be limited. Moisten backfill above 1 foot over the top of the pipe and place in 12-inch layers. Puddling or flooding of trench for consolidation of backfill or use of wheel rolling by construction equipment shall not be done. Compact each layer with hand, pneumatic, or mechanical compactor to limits set forth in Paragraph 3-05 COMPACTION.

D. Roadways and Road Crossings: Use select backfill placed in uniform layers not exceeding 8 inches in thickness for full trench depth and width, thoroughly compacted with mechanical tampers under optimum moisture conditions to 98 percent density as determined by AASHTO T-180, latest revision. Replace removed paving and base course with new material of equal or better quality and of the same texture and color as the adjacent roadway. All repairs are to be made in accordance with requirements of authority having jurisdiction.

### 3-05 COMPACTION

A. General: Control soil compaction during construction, providing the minimum percentage of density specified for each area classification.

B. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum dry density for soils which exhibit a well-defined moisture density relationship determined in accordance with AASHTO T-180, latest revision; and not less than the following percentages of relative density, determined in accordance with ASTM D 2049, latest revision, for soils which will not exhibit a well-defined moisture-density relationship:

1. Unpaved Areas and Walkways: Compact top 6 inches of subgrade and each layer of backfill or fill material at 95 percent maximum density as determined by AASHTO T-180.

2. Pavements and Shoulders: Under pavements or within 8 feet of edge of pavement or curb, compact each layer of backfill or fill material to 98 percent maximum density as determined by AASHTO T-180. The subgrade shall be stabilized to the minimum bearing value and depth shown on the plans. If the natural in-place soils do not meet the required stability, sufficient borrow material for stabilization shall be uniformly mixed with the in-place soils to produce the bearing value. The stabilized subgrade shall be compacted to a density of 98 percent of the maximum density as determined by AASHTO T-180. The subgrade shall be shaped prior to making the density tests.

3. Embankments: Embankments shall be constructed of suitable materials placed in successive level layers of not more than twelve (12) inches in thickness, loose measure, for full width of the embankment and shall be constructed in lengths of not less than 300 feet or for the full length of the embankment, and compacted to a density of 98 percent of the maximum density as determined by AASHTO T-180.

C. Moisture Control: Where the subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to the surface of subgrade, or layer of soil material, to prevent free water appearing on the surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

### 3-06 CLEANUP

A. Finish grade all disturbed areas with no abrupt changes in grade or irregularities that will hold water. Prior to final inspection and acceptance, remove all rubbish and excess material and leave area in a neat, satisfactory condition.

### 3-07 TESTING

A. Number of Tests: Make one test in accordance with AASHTO T-180, latest revision, for each class of material. Make in-place density tests in accordance with ASTM standard for density tests, as the fill and backfill work progresses, in locations indicated by the project representative. Approximately every 150 cubic yards of fill and backfill shall be tested.

B. Work on Non-Tested Areas: Placing permanent construction over fill that has not been tested and approved may require removal of permanent work, re-compacting the fill and replacing the work at no additional cost to the Owner.

END

## SECTION 02210

### EARTHWORK AND SITE GRADING

#### PART 1 - GENERAL

##### 1-01 DESCRIPTION

A. The extent of earthwork and site grading is shown on the drawings, including preparation of subgrade for walks and pavement.

##### 1-02 JOB CONDITIONS

A. Site Information: A geotechnical soils report was not performed on the site. The Contractor is responsible for obtaining any and all information necessary to perform the work. It is expressly understood that the Owner or Engineer will not be responsible for interpretations or conclusions drawn by Contractor.

B. Existing Utilities: Locate existing underground utilities in the areas of work before starting earthwork operations. Where utilities are to remain in place, provide adequate means of protection during earthwork operation.

1. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility owner immediately for directions. Cooperate with the Owner, and public and private utility companies in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility Owner.

2. Do not interrupt existing utilities serving facilities occupied and used by the Owner or others, except when permitted in writing by the Engineer and then only after acceptable temporary utility services have been provided.

3. The Contractor is responsible for verifying and locating all utilities within the project. The Owner will not be responsible for delays and costs incurred by the Contractor due to third party utility owners. The Contractor shall seek compensation for the costs of delays and resulting changes incurred from the utility owner. The Contractor shall contact each utility company and coordinate all matters. Information shown on the drawings as to the location of existing utilities has been prepared from the most reliable data made available to the Engineer. This information is not guaranteed, however and it shall be the Contractor's responsibility to determine the location, character and depth of any existing utilities. The Contractor shall assist the utility companies, by every means possible to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities.

C. Use of explosives is not permitted.

D. Temporary Protection: Protect structures, utilities, pavements and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

##### 1-03 QUALITY ASSURANCE

A. Codes and Standards: Perform all work in compliance with applicable requirements of governing authorities having jurisdiction and Section 01040, INSPECTION, TESTING AND REPORTS.

- B. Testing and Inspection Service:
1. The Owner may engage the services of a qualified independent testing laboratory to perform soil testing and inspection services for quality control during earthwork operations.
  2. The Contractor shall coordinate tests and the testing laboratory in a timely manner so as not to cause a delay in the work.
- C. Submittals: Submit two (2) copies of all reports to the Engineer. Test reports shall be identified by the project title, project file number, project location and location and depth of each test submitted. All tests reports must be signed by a Florida licensed Engineer.

## **PART 2 - PRODUCTS**

### 2-01 DEFINITIONS

- A. Satisfactory soil materials are defined as those complying with the American Association of State Highway and Transportation Officials (AASHTO) Designation M145, Soil Classification Groups A-1, A-2-4, A-2-5, and A-3.
- B. Unsatisfactory soil materials are defined as those described in AASHTO M145 for Soil Classification Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7; also, peat and other highly organic soils unless otherwise acceptable to the Engineer.
- C. Cohesionless Soil Materials: Cohesionless soil materials include gravels, sand-gravel mixtures, sands and gravelly sands.
- D. Cohesive soil materials include clayey and silty gravels, sand-clay mixtures, gravel-silt mixtures, clayey and silty sands, sand-silt mixtures, clays, silts, and very fine sands.

### 2-02 SOIL MATERIALS

- A. Backfill and Fill Materials: Shall be satisfactory soil materials for select backfill in which all material passes a 3/8 inch sieve with not more than 5 percent passing a No. 200 sieve. Excavated material which meets this gradation requirement may be used for backfill. All backfill and fill materials shall be free of debris, waste, vegetable, and other deleterious matter. Use only excavated or borrow material that has been approved as acceptable soil material by the City Engineer.
- B. Select Backfill: Use suitable material in which all material passes a 3/8 inch sieve with not more than 5 percent passing a No. 200 sieve. Excavated material which meets this gradation requirement may be used for select backfill. Quantities for progress payments may be determined based on truck tickets, however, final payment for this item will be determined by the actual in-place quantity at the unit price bid.
- C. Subbase Material: Shall be properly graded mixture of natural or processed sand that will readily compact to the required density. Use material complying with AASHTO M147, Grade A, unless otherwise indicated or acceptable to the Engineer.

## **PART 3 - EXECUTION**

### 3-01 INSPECTION

- A. Examine the areas and conditions under which earthwork and site grading are to be performed and do not proceed with the work until unsatisfactory conditions have been corrected.

### 3-02 EXCAVATION

A. Excavation consists of the removal and disposal of materials encountered when establishing the required grade elevations.

B. Excavation Classifications: The following classifications of excavation will be made when unanticipated rock excavation is encountered in the work. Do not perform work until material to be excavated has been cross-sectioned and classified by the Engineer. Excavation will be paid for on the basis of applicable contract conditions relative to changes in the work.

1. Earth excavation includes the removal and disposal of pavements and other obstructions visible on the ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and all other materials encountered that are not classified as rock excavation or unauthorized excavation.

2. Rock excavation consists of the removal and disposal of materials encountered that cannot be excavated with a 3/4 cubic yard capacity power shovel without drilling and blasting, or continuous use of a ripper or other special equipment, except materials that are classified as earth excavation.

a. Typical of materials classified as rock are boulders 1/2 cubic yard or more in volume, solid rock, rock in ledges, and rockhard cementitious aggregate deposits

b. Intermittent drilling that may be performed to increase production and is not necessary to permit excavation of the material encountered will be classified as earth excavation.

3. Rock payment lines are limited to the following:

a. Two feet outside of concrete work for which forms are required, except footings.

b. One foot outside the perimeters of footings.

c. In pipe trenches, 6 inches below invert elevation of pipe and 2 ft. wider than the inside diameter of pipe, but not less than 3 ft. minimum trench width.

d. Neat outside dimensions of concrete work where no forms are required.

e. Under slabs on grade, 6 inches below bottom of concrete slab.

4. Unauthorized excavation consists of removal of materials beyond indicated elevations without the specific direction of the Engineer. Replace unauthorized excavation by backfilling and compacting as specified for authorized excavations of the same classification, unless otherwise directed by the Engineer.

C. Additional Excavation: When excavation has reached required subgrade elevations, notify the Engineer. If unsuitable materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the Engineer. Removal of unsuitable material and its replacement as directed will be paid on the basis of the unit price bid for Excavate/Remove Soil and Select Import Backfill Material.

D. Dewatering: Prevent surface water and subsurface or ground water from flowing into excavations, and flooding the project site and surrounding area.

1. Do not allow water to accumulate in excavations. Remove water from excavations to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey the water away from the site.

2. Convey water removed from excavations and rain water to collecting or run-off areas. Do not use trench excavations for site utilities as temporary drainage ditches.

3. Obtain all required approvals, permits and licenses before installing dewatering system(s) and follow the rules and requirements of the authority having jurisdiction.

E. Material Storage: Stockpile excavated materials classified as satisfactory soil material where directed, until required for fill. Place, grade, and shape stockpiles for proper drainage. Dispose of excess unsatisfactory soil material, trash and debris, off the site in a legal manner.

F. Excavation for Pavements: Cut the surface under pavements to comply with cross-sections, elevations and grades as shown.

G. Excavation for Trenches: See Section, EXCAVATION TRENCHING AND BACKFILLING FOR UTILITIES.

### 3-03 COMPACTION

A. General: Control soil compaction during construction, providing the minimum percentage of density specified for each area classification.

B. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum dry density for soils which exhibit a well-defined moisture density relationship determined in accordance with AASHTO T-180, latest revision; and not less than the following percentages of relative density, determined in accordance with ASTM D-2049, latest revision, for soils which will not exhibit a well-defined moisture-density relationship:

1. Unpaved Areas: Compact top 6 inches of subgrade and each layer of backfill or fill material at 95 percent maximum density as determined by AASHTO T-180.

2. Walkways: Compact top 6 inches of subgrade and each layer of backfill or fill material at 95 percent maximum density as determined by AASHTO T-180.

3. Pavements: The subgrade shall be stabilized to the minimum bearing value and depth shown on the plans. If the natural in-place soils do not meet the required stability, sufficient borrow material for stabilization shall be uniformly mixed with the in-place soils to produce the bearing value. The stabilized subgrade shall be compacted to a density of 98 percent of the maximum density as determined by AASHTO T-180. The subgrade shall be shaped prior to making the density tests.

4. Embankments: Embankments shall be constructed of suitable materials placed in successive level layers of not more than twelve (12) inches in thickness, loose measure, for the full width of the embankment and shall be constructed in lengths of not less than 300 feet or for the full length of the embankment, and compacted to a density of 98 percent of the maximum density as determined by AASHTO T-180.

C. Moisture Control: Where the subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to the surface of subgrade, or layer of soil material, to prevent free water appearing on the surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

### 3-04 BACKFILL AND FILL

A. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface. When the existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break-up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to the required depth and percentage of maximum density.

B. Placement and Compaction: Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches loose depth for material compacted by hand-operated compactor.

1. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content of the soil material. Compact each layer to the required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, or on unsuitable material.

2. Backfill excavations as promptly as the work permits, but not until completion of inspection, testing, approval, and recording location of underground utilities, as required.

### 3-05 GRADING

A. General: Uniformly grade areas within the limits of site grading including adjacent transition areas. Smooth finished surfaces within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades. The degree of finish required will be that ordinarily obtainable from either blade-grader or scraper operations.

B. Ditches: Finish ditches to ensure proper flow and drainage. Conduct final rolling operations to produce a hard, uniform and smooth cross-section.

C. Lawn or unpaved Areas: Finish areas to receive topsoil to within not more than 0.10 feet above or below the required subgrade elevations, compacted as specified, and free from irregular surface changes.

D. Walks: Shape the surface of areas under walks to line, grade and cross-section, with the finish surface not more than 0.00 feet above or 0.10 feet below the required subgrade elevation, compacted as specified, and graded to prevent ponding of water.

E. Pavements: Shape the surface of the areas under pavement to line, grade and cross-section, with the finish surface not more than 1/2 inch above or below the required subgrade elevation, compacted as specified, and graded to prevent ponding of water after rains. Include such operations as plowing, discing, and any moisture or aerating required to provide the optimum moisture content for compaction. Fill low areas resulting from removal of unsatisfactory soil materials, obstructions, and other deleterious materials, using satisfactory soil material. Shape to line, grade, and cross-section as shown on the drawings.

### 3-06 PAVEMENT SUBBASE COURSE

A. General: Subbase course consists of placing subbase course material, in layers of specified thickness, over subgrade surface to support a pavement base course. An 18 inch layer of select backfill or native soil having no more than 5% passing the #200 sieve shall be placed under the pavement subbase.

B. Grade Control: During construction, maintain the lines and grades including crown and cross-slope of the subbase course.

C. Shoulders: Place shoulders along the edges of the subbase to prevent lateral movement. Construct shoulders of satisfactory cohesionless materials, placed in quantity to compact to the thickness of each subbase course layer. Compact and roll at least a 12 inch width of shoulder simultaneously with the compacting and rolling of each layer of subbase course.

D. Placing: Place the subbase course material on the prepared subgrade in layers of uniform thickness, conforming to the indicated cross-section and thickness. Maintain the optimum moisture content for compacting the subbase material during placement operations. When a compacted subbase course is shown to be 6 inches thick or less, place the material in a single layer. When shown to be more than 6 inches thick, place the subbase material in equal layers, except no single layer more than 6 inches or less than 3 inches in thickness when compacted.

### 3-07 FIELD QUALITY CONTROL

- A. Quality Control Testing During Construction: Testing service must inspect and approve subgrades and fill layers before further construction work is performed.
- B. Perform field density tests in accordance with ASTM D-1556 (sand cone method) or ASTM D-2167 (rubber balloon method).
- C. Make at least one (1) field density test of the subgrade for every 1000 sq. ft. of paved area, but in no case less than three (3) tests.
- D. In each compacted fill layer, make one (1) field density test for every 1000 sq.ft. of overlaying paved area, but in no case less than three (3) tests.
- E. If, in the opinion of the Engineer, based on reports of the testing service and inspection, the subgrade or fills which have been placed are below the specified density, additional compaction and testing will be required until satisfactory results are obtained.
- F. The results of density tests of soil-in-place will be considered satisfactory if the average of any four consecutive density tests which may be selected are in each instance equal to or greater than the specified density, and if not more than one density test out of five has a value more than two percent (2%) below the required density.
- G. Submit test report(s) for borrow material.
- H. Submit one test report for each type of soil encountered showing optimum moisture-maximum density curve.
- I. Submit other tests and material certificates as required.

### 3-08 MAINTENANCE

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades in settled, eroded, and rutted areas to the specified tolerances.
- B. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, re-shape, and compact to the required density prior to further construction.

### 3-09 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Removal to Designated Areas on Owner's Property: Transport excess excavated material classified as satisfactory soil material to designated soil storage areas on the Owner's property. Stockpile soil or spread across the ground, as directed.
- B. Removal from Owner's Property: Remove waste materials, including excavated material classified as unsatisfactory soil material, trash and debris, and dispose of it off the Owner's property in a legal manner.
  - 1. Waste material, trash and debris shall be hauled to a suitable landfill or depository. No separate pay item will be considered for this item (include under unit price bid for Clearing).
  - 2. Unsuitable soil material shall be disposed of off-site in a legal manner (no separate pay item allowed; include under unit price bid for Excavate/Remove Soil).

END

## SECTION 02232

### SOIL-CEMENT BASE

#### PART 1 - GENERAL

##### 1.01 RELATED WORK DESCRIBED ELSEWHERE

- |    |                          |               |
|----|--------------------------|---------------|
| A. | Clearing & Grubbing      | Section 02110 |
| B. | Earthwork & Site Grading | Section 02210 |
| C. | Concrete Curbs & Walks   | Section 02528 |

##### 1.02 DESCRIPTION OF WORK

Construction of the base which is composed of soil-cement. It shall be constructed on a prepared subgrade, in accordance with this section and the requirements of the Florida State Department of Transportation, in conformity with the lines, grades, and typical cross sections shown on the drawings.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

The materials used shall conform to the requirements set by the Florida State Department of Transportation.

#### PART 3 - EXECUTION

##### 3.01 EQUIPMENT

All equipment necessary for the proper construction of this work shall be on the project, in good mechanical condition and approved by the Engineer.

##### 3.02 TRANSPORTING SOIL-CEMENT

The soil-cement shall be transported to the point where it is to be used, over soil-cement previously placed. No hauling over the subgrade shall be done without the approval of the Engineer.

##### 3.03 SPREADING SOIL-CEMENT

The soil-cement shall be spread uniformly with approved equipment. All segregated areas of fine or coarse soil-cement shall be removed and replaced with well graded soil-cement.

##### 3.04 COMPACTING AND FINISHING BASE

- A. After the spreading is completed, the entire surface shall be scarified and shaped so as to produce the required grade and cross section after compaction.
- B. When the material does not have the proper moisture content to insure the required density, wetting or drying will be required. If moisture is added, it shall be uniformly mixed for the full depth of the base course.

- C. During the final compacting operations, all areas must be finished to grade before density tests are taken. A density of 98% maximum as determined by AASHTO T-134 will be required.
- D. Diligence shall be used to avoid mixing the subgrade material into the base material. If this occurs, remove and replace with clean materials at no additional expense to Owner.
- E. If cracks or checks appear in the base, either before or after priming, which in the opinion of the Engineer, would impair the structural efficiency of the base course, remove such cracks or checks before reworking.

### 3.05 TESTING

- A. The finished surface of the base course shall be checked for correct grade. All irregularities 1/4-inch or greater shall be corrected before priming.
- B. The finished base shall be tested and proven of the required density by a recognized independent testing laboratory. Tests shall be made on at least 200 foot centers where directed by the Engineer and the results of all tests submitted to the Engineer in duplicate. The costs of these tests shall be the Contractor's responsibility, unless otherwise specified herein.

### 3.06 CURING, MAINTAINING AND PRIME

Traffic shall be allowed to use the street only after the compacting and finishing requirements of this section have been completed. Maintain the base to a true and satisfactory surface until the wearing surface is laid. The base shall include a prime coat which will be placed after the moisture has dropped no less than 50% of optimum. Prime shall be sufficient to coat the surface uniformly and completely with no excess.

### 3.07 DETERMINATIONS

Cores will be taken at random to check the compacted base depth. Any cores showing a thickness of over 1/2" less than that required shall be reworked and added until sufficient thickness exists.

END

## SECTION 02487

### GRASSING, MULCHING AND SODDING

#### PART 1 - GENERAL

##### 1-01 DESCRIPTION

A. The work specified in this Section consists of grassing, or of grassing and mulching, on slopes, shoulders and other areas and is intended for the restoration of any areas disturbed by the other work. The work of grassing shall include seeding and fertilizing; also watering as required. Sodding is included herewith and shall conform to the lines and grades as shown on the plans or as otherwise specified herein.

#### PART 2 - PRODUCTS

##### 2-01 SEED

A. Grass seed shall be a mixture of equal parts of Bermuda seed and Pensacola Bahia, except that during the winter months, if so directed by the Engineer, rye grass seed or other approved winter cover crop seed may be substituted for the Bermuda seed. The two types of seed used shall be thoroughly dry-mixed immediately before sowing. Seed which has become wet or moldy shall not be used.

B. The Bermuda seed shall be hulled seed. The Pensacola Bahia seed shall be scarified seed, having a minimum active germination of 40 percent and a total germination of 85 percent. All seed shall meet the requirements of the State Department of Agriculture and all applicable State laws, and shall be approved by the Engineer before being sown.

##### 2-02 FERTILIZER

A. The numeral designations for fertilizer indicate the minimum percentages (respectively) of (1) total nitrogen, (2) available phosphoric acid, and (3) water-soluble potash, contained in the fertilizer.

B. The chemical designation shall be 8-8-8. Other designations may be approved specifically for a particular project and if liquid fertilizer other than that of chemical designation 8-8-8 is used, the total nitrogen content shall not exceed 12 percent.

C. Either dry or liquid fertilizer may be used.

##### 2-03 MULCH

A. Dry Mulch: The mulch material used shall normally be dry mulch. Dry mulch shall be straw or hay, consisting of oat, rye or wheat, straw, or of pangola, peanut, coastal Bermuda or Bahia grass hay.

B. Green Mulch: Green mulch shall consist of live coastal Bermuda, or other approved type of grass, and shall be free from weeds and obnoxious or undesirable grasses.

C. No green mulch which, in the Engineer's opinion, has been allowed to become sufficiently dry as to lose its growth producing benefits will be allowed to be used.

D. In the event that the subsequent strand of grass is found to be contaminated with weeds or other obnoxious or undesirable growth, and it can be determined that such growth was introduced with the green mulch, then the Contractor will be required to effectively eliminate such undesirable growth, at his own expense.

## 2-04 SOD

A. Sod shall be of either St. Augustine or Bahia grass and shall be well matted with roots. Where sodding will adjoin private lawns, the type of sod used shall match the adjacent type and shall meet the approval of the owners affected. Sods other than St. Augustine or Bahia grass will be permitted, provided they are available.

B. The sod shall be taken up in commercial-size rectangles, preferably 12-in by 12-inch, except where 6-inch strip sodding is called for.

C. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh and uninjured, at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted. The sod shall be approved by the Engineer before placing.

## 2-05 SOURCE REQUIREMENTS FOR SOD AND MULCH

A. No mulch material or sod shall be used which is not certified as being free of the imported fire ant, and before any mulch or sod is brought to the project the Contractor will be required to furnish to the Engineer a written certification and clearance, from pest control officials of either the State or the Federal Department of Agriculture, verifying that the materials are being obtained from an area outside of the zone of quarantine of the imported fire ant, or that they are free of the imported fire ant.

## 2-06 WATER

A. The water used in the grassing operations may be obtained from any approved spring, pond, lake stream or municipal water system. The water shall be free of excess and harmful chemicals, acids, alkalis, or any substance which might be harmful to plant growth or obnoxious to traffic. Salt water shall not be used.

## 2-07 FERTILIZER SPREADER

A. The device for spreading dry fertilizer or for spraying liquid fertilizer shall meet the approval of the Engineer.

## 2-08 SEED SPREADER

A. The seed spreader shall be an approved mechanical head spreader or other approved type of spreader and may be integral with the cultipacker rolling equipment specified below.

## 2-09 EQUIPMENT FOR CUTTING MULCH INTO SOIL

A. The mulching equipment shall be a rotovator, or other equipment determined by the Engineer to be equally suitable for cutting the specified materials uniformly into the soil and to the required controlled depth. Harrows will not be allowed.

## 2-10 ROLLERS

A. A cultipacker, traffic roller, or other roller approved by the Engineer, will be required for rolling the grassed or grassed and mulched areas.

## 2-11 WATER METERING DEVICES

A. The vehicle used for applying the water to the grassed areas shall be equipped with an approved metering device installed at such point on the vehicle as to measure the water at the time of its being applied to the grassed areas.

## **PART 3 - EXECUTION**

### 3-01 TIME OF BEGINNING OPERATIONS

A. Whenever a suitable length of roadway is completed and ready for planting the Contractor shall, if directed by the Engineer, proceed at once with the planting of the available shoulder or embankment areas.

### 3-02 WEATHER AND SOIL LIMITATIONS

A. Fertilizing, seeding or mulching operations will not be permitted when wind velocities exceed 15 miles per hour. Seed shall be sowed only when the soil is moist and in proper condition to induce growth.

### 3-03 SOIL MANIPULATION

A. All soil manipulation shall be done at right angles to the direction of slope.

### 3-04 WATERING

A. The soil shall be maintained in a moist condition for a period of at least two weeks after the planting.

### 3-05 SEEDING

A. Soon after the mulch material has been cut into the soil, and while the soil is still loose and moist, the seed shall be scattered uniformly over the grassing area.

B. Where mulching is not called for, or where dry mulch is used, the rate shall be 60 pounds per acre. In the period from March 15 to October 15 the seed mixture shall be 30 pounds of Bahia and 30 pounds of Bermuda. In the remainder of the year the mixture shall be 20 pounds of each of Bahia, Bermuda and rye seed.

C. When green mulch is used the required rate of spread shall be reduced to 45 pounds per acre, because of the faster rate of the green mulch as compared with that of the seeds. The seed mixture shall be 22-1/2 pounds of Bahia and 22-1/2 pounds of Bermuda, except that in the period October 15 to March 15 the mixture shall be 15 pounds each of Bahia, Bermuda and rye grass seed.

D. Seeding may be done in conjunction with the rolling if the equipment used is designed for that purpose.

E. Immediately after completion of the seeding, the entire grassed or mulched area shall be rolled thoroughly with the equipment specified. At least two trips over the entire area will be required.

### 3-06 FERTILIZING

A. At the Contractor's option either dry or liquid commercial-grade fertilizer may be used. The rate of application for dry fertilizer shall be 800 to 1000 pounds per acre, with application in the upper range

for sandy soils and in the lower range for loamy soils. The exact rate will be set by the Engineer. Liquid fertilizer shall be applied at an equivalent rate which will provide the same amount of plant food as required for dry fertilizer (or at approximately 74 to 92 gallons per acre).

B. The fertilizer shall be spread or sprayed uniformly over the area to be grassed by use of the approved distributing device, except that on steep slopes or other areas where machine-spreading may not be practicable, spreading may be done by hand or by hose if the Engineer so directs. Immediately after dry fertilizer is spread it shall be harrowed in and mixed with the soil to a depth of approximately four inches. When liquid fertilizer is used, the soil, if dry, shall be moistened by sprinkling before the liquid fertilizer is applied not later than seven days after the seed is in place.

### 3-07 MULCHING

A. When dry mulching is called for, approximately two inches, loose thickness, of the straw or hay material shall then be applied uniformly over the grassing area, and the mulch material cut into the soil with the equipment specified, so as to produce a loose mulch thickness of three to four inches. Care shall be exercised so that the materials are not cut too deeply into the soil.

B. When green mulch is used the green mulch shall be incorporated into the soil not later than two days after being cut, and no artificial watering shall be done before the mulch is applied. It shall be spread in a layer of approximately two inches loose thickness, and cut into the soil with the equipment specified. The material shall not be cut too deeply into the soil.

### 3-08 GRASSING

A. Wherever grassing is indicated on the plans, it is considered a separate bid item and shall include all of the requirements of this section.

### 3-09 MAINTENANCE

A. The Contractor shall be responsible for keeping the ground moist by watering until an acceptable stand of grass is grown. He will also be required to repair, at his own expense, any damage due to washouts, erosion or other causes which might occur prior to full acceptance of this work.

END

## SECTION 02513

### ASPHALT CONCRETE PAVING

#### PART 1 - GENERAL

##### 1.01 RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

##### 1.02 DESCRIPTION OF WORK:

- A. Extent of asphalt concrete paving work is shown on drawings.
- B. Prepared aggregate subbase is specified in earthwork sections.

##### 1.03 SUBMITTALS:

A. Material Certificates: Provide copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

##### 1.04 QUALITY ASSURANCE:

B. Codes and Standards: Comply with State highway or transportation department standard specifications, latest edition, and with local governing regulations if more stringent than herein specified.

B. Inspection: Provide at least 24 hours notice to the City prior to placement of the asphalt surface course in order to have City personnel present.

##### 1.05 JOB CONDITIONS:

A. Weather Limitations: Apply prime and tack coats when ambient temperature is above 50°F. (10°C), and when temperature has not been below 35°F. (1°C), for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.

B. Construction asphalt concrete surface course when atmospheric temperature is above 40°F (4°C), and when base is dry. Base course may be placed when air temperature is above 30°F (-1°C) and rising.

C. Grade Control: Establish and maintain required lines and elevations.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS:

A. General: Use locally available materials and gradations which exhibit a satisfactory record of previous installations.

B. Base Course: Base course shall consist of SOIL-CEMENT base per F.D.O.T. Standard

Specifications, Section 270 and Section 921, and as outlined in Section 02232 of these specifications.

C. Surface Course Aggregate: Crushed stone, crushed gravel, crushed slag, and sharp-edged natural sand.

D. Sand prepared from stone, blast-furnace slag, or gravel, or combinations thereof may be used if required to suit local material availability.

E. Mineral Filler: Rock or slag, dust, hydraulic cement, or other inert material complying with AASHTO M 17 (ASTM D 242).

F. Asphalt Cement: Comply with AASHTO M 226 (ASTM D 3381) for viscosity-graded material and AASHTO M 20 (ASTM D 946) for penetration-graded material.

G. Prime Coat: Cut-back asphalt type; AASHTO M 82 (ASTM D 2027) MC-30, MC-70 or MC-250.

H. Tack Coat: Emulsified asphalt, AASHTO M 140 (ASTM D 997) or M 208 (D2397), SS-1, SS-1h, CSS-1 or CSS-1h, diluted with one part water to one part emulsified asphalt.

I. Herbicide Treatment: NOT APPLICABLE

J. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

1. Allied Chemical Corp.
2. Achem Products, Inc.
3. Ciba-Geigy Corp.
4. Dow Chemical U.S.A.
5. E.I. DuPont De Nemours & Co., Inc.
6. FMC Corp.
7. Thompson-Hayward Chemical Co.
8. U.S. Borax and Chemical Corp.

K. Lane Marking Paint: THERMOPLASTIC

## 2.02 ASPHALT-AGGREGATE MIXTURE:

A. Provide plant-mixed, hot-laid asphalt-aggregate mixture complying with ASTM D 3515 and as recommended by local paving authorities to suite project conditions. (Type SP 12.5 C Asphaltic Concrete per F.D.O.T. Specifications.)

## **PART 3 - EXECUTION**

### 3.01 SURFACE PREPARATION:

A. Remove loose material from compacted subbase surface immediately before applying herbicide treatment or prime coat.

- B. Proof roll prepared subbase surface to check for unstable areas and areas requiring additional compaction.
- C. Notify Contractor of unsatisfactory conditions. Do not begin paving work until deficient subbase areas have been corrected and are ready to receive paving.
- D. Herbicide Treatment: NOT APPLICABLE
- E. Prime Coat: Apply at rate of 0.15 gal. per sq. yd., over compacted subgrade. Apply material to penetrate and seal, but not flood, surface. Cure and dry as long as necessary to attain penetration and evaporation of volatile.
- F. Tack Coat: Apply to contact surfaces of previously constructed asphalt or portland cement concrete and surfaces abutting or projecting into asphalt concrete pavement. Distribute at rate of 0.05 to 0.15 gal. per sq. yd. of surface.
- G. Allow to dry until at proper condition to receive paving.

### 3.02 PLACING MIX:

- A. General: Place asphalt concrete mixture on prepared surface, spread and strike-off. Spread mixture at minimum temperature of 225oF. (107oC). Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.
- B. Paver Placing: Place in strips not less than 10' wide, unless otherwise acceptable to Engineer. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete base course for a section before placing surface course. Minimum thickness of finished asphalt concrete to be not less than 1-1/2".
- C. Joints: Make joints between old and new pavements, or between successive days' work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density and smoothness as other sections of asphalt concrete course. Clean contact surfaces and apply tack coat.
- D. Curbs: Construct curbs over compacted stabilized subbase. If extruded curbs are used, construct over compacted pavement surfaces. Apply a light tack coat unless pavement surface is still tacky and free from dust.
- E. Place curb materials to cross-section indicated or, if not indicated, to local standard shapes, by machine or by hand in wood or metal forms. Tamp hand-placed materials and screed to smooth finish. Remove forms as soon as material has cooled.

### 3.03 ROLLING:

- A. General: Begin rolling when mixture will bear roller weight without excessive displacement.
- B. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.

C. Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.

D. Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been thoroughly compacted.

E. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained maximum density.

F. Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut-out such areas and fill with fresh, hot asphalt concrete. Compact by rolling to maximum surface density and smoothness.

G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

H. Erect Barricades to protect paving from traffic until mixture has cooled enough not to become marked.

#### 3.04 TRAFFIC AND LANE MARKINGS:

A. Cleaning: Sweep and clean surface to eliminate loose material and dust.

B. Striping: THERMOPLASTIC

1. Color: Yellow (Lane marking)
2. Color: White (Stop Bars and Edge Stripe)

C. Apply paint with mechanical equipment to produce uniform straight edges. Apply in 2 coats at manufacturer's recommended rates.

#### 3.05 WHEEL STOPS: Not Used.

#### 3.06 FIELD QUALITY CONTROL:

A. General: Test in-place asphalt concrete courses for compliance with requirements for thickness and surface smoothness. Repair or remove and replace unacceptable paving as directed by the Engineer.

B. Thickness: In place compacted thickness will not be acceptable if exceeding following allowable variation from required thickness:

1. Base Course: 1/2", plus or minus.
2. Surface Course: 1/4", plus or minus.

C. Surface Smoothness: Test finished surface of each asphalt concrete course for smoothness, using 10' straightedge applied parallel with, and at right angles to centerline of paved area. Surfaces will not be acceptable if exceeding the following tolerances for smoothness.

1. Base Course Surface: 1/4".
2. Wearing Course Surface: 3/16".

D. Check surface areas at intervals as directed by the Engineer.

3.07 CLEANUP:

A. Upon completion of the work, remove all debris relating to the conduct of this portion of the work from the project site in a manner acceptable to the Owner.

END

## SECTION 02528

### CONCRETE CURBS AND WALKS

#### PART 1 - GENERAL

##### 1-01 DESCRIPTION

- A. The extent of concrete curbs, walks, driveways and paving is shown on the drawings.

#### PART 2 - PRODUCTS

##### 2-01 MATERIALS

A. Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.

1. Use flexible spring steel forms or laminated boards to form radius bends as required.
2. Coat forms with a non-staining form release agent that will not discolor or deface the surface of the concrete.

B. Welded Wire Mesh: Welded plain cold-drawn steel wire fabric, ASTM A 185.

C. Concrete Materials: Comply with requirements of applicable Division 3 sections for concrete materials, admixtures, bonding materials, curing materials, and others as required.

#### PART 3 - EXECUTION

##### 3-01 SURFACE PREPARATION

A. Remove loose material and stabilize top 6" under curb to 50 psi (Florida Bearing Value) or as shown on the drawings. Stabilized subbase shall extend 12" beyond the face of curb and 12" behind the back of curb. Compact top 12" under curb to 98% max. density (A.A.S.H.T.O. T-180).

##### 3-02 FORM CONSTRUCTION

A. Set forms to the required grades and lines, rigidly braced and secured. Install sufficient quantity of forms to allow continuous progress of the work and so that forms can remain in place at least 24 hours after concrete placement.

- B. Check completed formwork for grade and alignment to the following tolerances:
1. Top of forms not more than 1/8 inch in 10 feet.
  2. Vertical face on longitudinal axis, not more than 1/4 inch in 10 feet.

C. Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

##### 3-03 CONCRETE PLACEMENT

A. General: Comply with the requirements of Division 3 sections for mixing and placing concrete, and as herein specified.

B. Do not place concrete until subbase and forms have been checked for line and grade. Moisten subbase if required to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

C. Place concrete using methods which prevent segregation of the mix. Consolidate concrete along the face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies or side forms. Use only square-faced shovels for hand-spreading and consolidation.

D. Deposit and spread concrete in a continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2 hour, place a construction joint.

E. Curbs and Gutters: Automatic machine may be used for curb and gutter placement at contractor's option. If machine placement is to be used, submit revised mix design and laboratory test results which meet or exceed the minimums herein specified. Machine placement must produce curbs and gutters to the required cross-section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

### 3-04 JOINTS

A. General: Construct expansion, contraction, and construction joints true-to-line with face perpendicular to surface of the concrete, unless otherwise indicated. Construct transverse joints at right angles to the centerline, unless otherwise indicated.

B. Contraction Joints: Provide contraction joints, sectioning concrete into areas as shown on the drawings. Construct joints for a depth equal to at least 1/4 concrete thickness, as follows:

1. Tooled Joints: Form joints in fresh concrete by grooving top portion with a recommended cutting tool and finishing edges with a jointer.
2. Sawed Joints: Sawed joints may be used for curbs only. Form joints using powered saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut joints into hardened concrete as soon as surface will not be torn, abraded, or otherwise damaged by cutting action.

C. Construction Joints: Place construction joints at the end of all pours and at locations where placement operations are stopped for a period of more than 1/2 hour, except where such pours terminate at expansion joints. Construct joints as shown or, if not shown, use standard metal keyway-section forms.

D. Expansion Joints: Provide premolded joint filler for expansion joints abutting concrete curbs, walks and other fixed objects and where indicated on the drawings.

1. Extend joint fillers full width and depth of joint, and not less than 1/2 inch or more than 1 inch below finished surface where joint sealer is indicated. If no joint sealer, place top of joint filler flush with finished concrete surface.
2. Furnish joint fillers in one piece lengths for the full width being placed, wherever possible. Where more than one length is required lace or clip joint filler sections together.
3. Protect the top edge of the joint filler during concrete placement with a metal cap or other temporary material. Remove protection after concrete has been placed on both sides joint.

### 3-05 CONCRETE FINISHING

A. After striking-off and consolidating concrete, smooth the surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Adjust the floating to compact the surface and produce a uniform texture.

B. After floating, test surface for trueness with a 10 foot straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous smooth finish.

C. Work edges of gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2 inch radius, unless otherwise indicated. Eliminate any tool marks on concrete surface.

D. After completion of floating and when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:

1. Broom finish, by drawing a fine-hair broom across concrete surface, perpendicular to line of traffic. Repeat operation if required to provide a fine line texture.

E. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point-up any minor honeycombed areas. Remove and replace areas or sections with major defects.

### 3-06 CURING

A. Protect and cure finished concrete paving, complying with applicable requirements of Division 3 sections. Use moist-curing methods for initial curing whenever possible.

### 3-07 REPAIRS AND PROTECTIONS

A. Repair or replace broken or defective concrete.

B. Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur. Sweep concrete pavement and wash free of stains, discolorations, dirt and other foreign material just prior to final inspection.

END

**SECTION 03101**  
**CONCRETE WORK**

**PART 1 - GENERAL**

1.01 DESCRIPTION

- A. Concrete work shall include furnishing and placing all concrete, furnishing and erection of all reinforcing steel, ties, forms, embedded pipe, sleeves, inserts, anchors and other accessories necessary to complete the work shown on the drawings and specified herein.

1.02 APPLICABLE SPECIFICATIONS

- A. Unless otherwise specified, the provisions of "ACI Standard Building Code Requirements for Reinforced Concrete, ACI Designation 318" shall be used as a criteria for this work. Other specifications referred to herein are ASTM and AASHTO but are not necessarily confined thereto.

**PART 2 - PRODUCTS**

2.01 PORTLAND CEMENT

- A. Portland Cement, Type I shall conform to ASTM Designation C 150.

2.02 AGGREGATES

- A. Fine aggregates for use in Portland Cement Concrete shall conform to the requirements of AASHTO Designation M 6.
- B. Coarse aggregates for use in Portland Cement Concrete shall conform to the requirements of AASHTO Designation M 80, sieve sizes from one inch to No. 4 (Aggregate No. 57).

2.03 REINFORCING STEEL

- A. Reinforcing steel shall conform to the requirements of ASTM Designation A-615 Grade 60 or ASTM Designation A-616 Grade 60. Deformed bars shall be in conformance with ASTM Designation A-305 and all bars shall be of the size and spacing shown on the drawings. Wire mesh shall be in accordance with ASTM Designation A-185 of the wire size and spacing as shown on the drawings. Bar laps shall be not less than 2 inches and the end lap for wire mesh shall not be less than 6 inches. Concrete shall not be placed until forms and reinforcing are inspected and approved.

2.04 WATER

- A. Water used in mixing concrete shall be clean and free from injurious amounts of oils, acids, alkalis, organic materials, or other substances that may be deleterious to concrete or steel. In general, the water must be potable.

## 2.05 CONCRETE

- A. The Contractor shall furnish concrete of the proportions required to provide strengths according to the criteria as classified below. Concrete of the proper Class shall be provided as indicated on the drawings or as specified herein. If there is doubt as to the Class of concrete required or if the drawings do not indicate the Class of concrete required, then the Contractor shall furnish Class "B" concrete at no additional cost.
1. Class "A" Concrete shall have a required compressive strength of 3,750 psi at 28 days. The maximum water-cement ratio shall be 6 gallons of water per sack (94 pounds) of cement and a minimum cement content of 6.25 bags per cubic yard.
  2. Class "B" Concrete shall have a required compressive strength of 3,000 psi at 28 days, and a minimum cement content of 6.0 bags per cubic yard.
  3. Class "C" Concrete shall have a required compressive strength of 2,500 psi at 28 days, and a minimum cement content of 5.5 bags per cubic yard.
- B. The consistency or slump of concrete shall be 2 inches minimum and 5 inches maximum, in conformance with AASHTO Designation T-119, except for machine laid curb and gutter, the concrete shall be of a zero slump.
- C. Concrete strength tests to determine the quality of concrete being supplied during construction shall be made by a recognized independent laboratory at no cost to the Contractor. The number of test cylinders for each pour or structure shall be determined by the Engineer. Cylinders shall be made, cured and tested in conformance with ASTM Designation C31 and C39. Cylinders shall be made in sets of three each, one to be tested at the age of seven days and the remaining two at the age of 28 days. The twenty-eight day cylinders shall attain the compressive strength required for the class of concrete specified.

## 2.06 Mix

- A. Concrete shall be machine mixed in a standard batch mixer. The mixer shall be equipped with adequate facilities for accurate measurement and control of each of the materials entering the mixer and for changing the proportions to conform to the varying conditions of the work. The mixer shall include provisions to facilitate inspection of operations and shall be subject to the approval of the Engineer.
- B. The minimum time for mixing each batch after all materials are in the mixer shall be one minute for 1/2 to 1-1/2 cubic yard mixers and one and one-half minutes for mixers over 1-1/2 cubic yard capacity. The mixer shall revolve, at a uniform speed, a minimum of twelve revolutions after all materials have been placed therein. Neither the speed nor the volume capacity of the mixer shall exceed those recommended by the manufacturer. Excessive overmixing requiring addition of water to preserve the consistency will not be permitted.
- C. Ready-mixed concrete may be used at the option of the Contractor. It shall comply with these specifications and with the "Standard Specifications for Ready-Mixed Concrete, ASTM Designation C 94" for the strengths of concrete specified hereinbefore.

- D. Alternate No. 2, under paragraph 4, Quality of Concrete of ASTM C 94 shall govern for the design of the concrete mixture.
- E. Where ready-mixed concrete is used, the mixing and transporting equipment and the method of placement shall be subject to the approval of the Engineer.

### **PART 3 - EXECUTION**

#### **3.01 FORMS**

- A. Forms shall be substantially constructed and maintained sufficiently rigid to prevent deformation under load. Joints shall be tight to prevent leakage of grout during placing. Forms shall be coated with non-staining mineral oil or form sealer. Forms shall be moisture-resistant concrete form plywood of sufficient thickness or metal forms of an approved type that will support the concrete without visible deflection. Form ties shall be snap-off metal ties with a break-off point at least one inch from the concrete surface. The holes left by these ties shall be filled solid with color matched mortar within 12 hours after the forms have been removed and the excess mortar shall be struck off flush. Forms shall be removed only with the approval of the Engineer, in a manner to insure the complete safety of the structure after the following conditions have been met: For vertical members the forms may be removed after 24 hours, providing the concrete is sufficiently hard no to be injured thereby. Supporting forms or shoring shall not be removed until structural members have attained sufficient strength to safely support their own weight and any construction and/or storage load to which they may be subjected, but in no case shall they be removed in less than 6 days and then only with the approval of the Engineer.

#### **3.02 PREPARATION FOR PLACING CONCRETE**

- A. Water shall be removed from the excavation before the concrete is deposited. The ground water shall be lowered by the use of well points or other method approved by the Engineer below the surface of the ground to receive the concrete so that there shall be no flow water through or over the soil which is to receive the concrete. The ground water shall be maintained at its lowered state during the placing of the concrete and sufficiently long thereafter to prevent any damage or erosion to freshly placed concrete and its supporting soil. Hardened concrete, debris and foreign materials shall be removed from the interior of the form and from inner surfaces of mixing and conveying equipment. Reinforcement shall be secured in position, inspected and approved before pouring of concrete. Runways shall be provided for wheeled concrete handling equipment; such equipment shall not be wheeled over reinforcement nor shall runways be supported on reinforcements. Where concrete is deposited directly on the earth, the subgrade shall be thoroughly moistened, but not muddy, at the time the concrete is deposited. When concrete is placed on gravel or other coarse material, the area shall be covered with polyethylene sheeting with joints lapped to prevent the leakage of concrete paste from the concrete into the gravel.

#### **3.03 PLACING CONCRETE**

- A. Forms shall be clean and free of wood chips, sawdust, soil and other foreign matter detrimental to the concrete mixture. Concrete shall be deposited on clean wet forms as nearly as practicable in its final position to avoid segregation. The concreting shall be

carried on at such a rate that the concrete is at all times plastic and flows readily into the spaces between the bars.

1. When the concreting is once started, it shall be carried on a continuous operation until the placing of the panel or section is completed.
2. No concrete shall be allowed a free fall of more than four feet or allowed to strike against a vertical or inclined surface or reinforcement above the point of deposit.
3. Placement of concrete shall be at such a rate that surfaces of concrete not carried to joint levels will not have attained initial set before additional concrete is placed thereon.

### 3.04 COMPACTION

- A. Concrete shall be placed in layers not over two feet deep and each layer shall be compacted by mechanical internal-vibrating equipment supplemented by hand spading, rodding and tamping as directed. Vibration shall be transmitted directly to the concrete; in no case shall it be transmitted through the forms.
1. Only high frequency internal vibrators, with operating speed of not less than 7,000 vpm, shall be used unless otherwise approved in writing by the Engineer. The number of vibrators employed shall be ample to consolidate the incoming concrete to the proper degree within five minutes after it is deposited. The number of vibrators will be predicated on the nature of the job and the ability to sufficiently consolidate the concrete within the specified time.

### 3.05 CONCRETE SURFACE FINISHED

- A. All concrete surfaces shall, immediately following the removal of forms from any concrete surface, have all fins and irregular projections chipped off flush with the surface. Honeycomb, aggregate pockets, voids and holes more than 1/2 inch in diameter shall be cut out to solid concrete, thoroughly wetted, brush coated with neat cement grout and filled with cement mortar composed of one part light colored Portland cement to two parts of fine aggregate. Mortar shall be placed in layers as required and each layer shall be thoroughly compacted in place. The final layer shall be finished flush and in the same plane as the adjacent surfaces. Patchwork which is exposed shall be rubbed or otherwise treated to match adjacent surfaces.
1. Except where otherwise noted or specified, a smooth finish shall be given to all concrete surfaces which are to be painted or exposed to view as finished work. Smooth finish shall consist of thoroughly wetting and then brush coating the surface with cement and two parts of fine aggregate mixed with water to the consistency of thick paint. Grout shall be work or wood floated to fill all pits, air bubbles and surface holes. Excess grout shall be scraped off with a trowel and the surface rubbed with burlap to remove all visible grout film. In hot, dry weather the grout shall be kept damp by means of fog spraying during the setting period. The finish for any area shall be completed in the same day and the limits of a finished area shall be made at natural breaks in the finished surface.
  2. When so specified or directed by the Engineer, certain exposed surfaces shall be finished by tamping with special tools to force aggregate away from the surface, then screeding with straight edges to bring the surface to the required line as shown on the drawings. While the concrete is still green but sufficiently hardened to bear

the cement finisher's weight, the surface shall be wood-floated to a true and uniform plane with no coarse aggregate visible.

3.06 PROTECTION AND CURING:

- A. Every reasonable precaution shall be taken to protect finished surfaces from abrasions or other damage. Concrete surfaces or edges likely to be injured during the construction period shall be protected by satisfactory covers. Concrete shall be adequately protected from injurious drying action by sun and wind until the curing of the concrete has begun.
- B. Curing shall be accomplished by preventing loss of moisture, rapid temperature change or injury from flowing water. All concrete shall be cured for a minimum of seven days. Curing shall be started as soon as the concrete is placed and finished. Prior to the removal of forms the concrete and forms shall be kept damp by the use of a continuous fresh water spray.
- C. Initial curing shall immediately follow the finishing operation. Concrete shall be kept continuously moist at least overnight. One of the following methods or materials shall be used:
  - 1. Ponding or continuous sprinkling.
  - 2. Absorptive mat or fabric kept continuously wet.
  - 3. Curing compounds for Curing Concrete (ASTM Designation C 309). Such compounds shall be applied in accordance with the recommendations of the manufacturer and shall not be used on any surfaces against which additional concrete or other cementitious finishing materials are to be bonded, nor on surfaces on which such curing is prohibited by the project specifications.
- D. Immediately following the initial curing and before the concrete has dried, additional curing shall be accomplished by one of the following materials or methods:
  - 1. Continuing the method used in initial curing.
  - 2. The use of waterproof paper conforming to "Specifications for Waterproof Paper for Curing Concrete (ASTM Designation C 171).
  - 3. Other moisture-retaining coverings as approved.

3.07 NIGHT WORK

- A. No concrete shall be poured at night without the permission of the Engineer, and the Contractor shall give at least 12 hours notice to the Engineer if he desires to place concrete at night.

END