



CITY of TEMPLE TERRACE

LEISURE SERVICES DEPARTMENT
6610 E. WHITEWAY DRIVE
TEMPLE TERRACE, FLORIDA 33617

PHONE (813) 506-6600 FAX (813) 506-6611
www.templeterrace.com

October 5, 2011

BID #12-001

CONTRACT DOCUMENTS

Riverhills Playground Renovation

Location: Riverhills Park Playground
329 S. Riverhills Drive, Temple Terrace, FL 33617

For

CITY OF TEMPLE TERRACE
TEMPLE TERRACE, FLORIDA

Prepared by

Leisure Services Department
Plans and Specifications by:

Parks and Recreation Division
Hardeman-Kempton & Associates

Contact Project Manager
Phone: (813) 506-6600

Dana Carver, Parks Planner
E-mail dcarver@templeterrace.com

PROJECT TIMELINE 2011/12:

Pre-Bid Conference at Family Recreation Complex: 3pm Wednesday, Oct. 19
Deadline - Proposal /BID Opening at City Hall: 11am Thursday, November 10
Notice to Proceed: Pending Approval of Contract Award on December 6
COMPLETION DEADLINE: Within 60 calendar days of start date in Notice to Proceed
(* Under no circumstances may full completion be later than March 30, 2012.)

The following dates are estimated and subject to negotiated changes.

Execution of Contract: Est. December 8-14
Start Construction: Est. December 19
*Est. completion: February 19, 2012

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TECHNICAL SPECIFICATIONS with INSTRUCTIONS and CONSTRUCTION PLANS are provided separately.

City of Temple Terrace Leisure Services Department
Riverhills Playground Renovation 2011/12 **Bid #12-001**
Riverhills Park, 329 S. Riverhills Drive, Temple Terrace FL, 33617

SCOPE OF PROJECT

Descriptive Summary of Work: Without force and effect on requirements of Contract Documents, the description of the work of the Contract can be summarized as follows:

Demolition of old and construction of new park playground including walkways, swale, drainage, features, and structures, and installation of surfacing, utilities, landscaping, amenities, and assembly and installation of City-purchased playground equipment, and all other work as detailed in the plans and specifications. . Construction area must be enclosed by chain link fence at least 5 feet in height. Construction area must be enclosed from project commencement until substantial completion. The new playground is an adapted design for universal access and use by disabled and special needs children.

Contractor shall provide all related materials, workmanship, services, and transportation to property as necessary to complete all work as shown on instructions, drawings and specifications produced by Hardeman-Kempton & Associates, with exceptions and alternatives detailed within the Contract Documents and instructions to bidders. The Contractor will be required to prepare and provide Owner with AS-BUILT drawings on reproducible paper, detailing all work including any and all deviations from construction documents provided by Hardeman-Kempton & Associates.

SPECIFICATIONS:

Refer to specification contained in plans and documents provided by Hardeman-Kempton & Associates included with these Contract Documents for this project. Provisions of the General Requirements shall apply to all work under this section. All other technical information is contained within these Special Instructions to Bidders Where plans refer to contacting Landscape Architect, contact Project Manager Dana Carver instead.

COMPLETION:

Final completion must be accomplished by the Contractor, to the full satisfaction of the Owner, no later than sixty (60) days from start date specified in the Notice to Proceed (NTP), and no later than March 30, 2012, including submission of required Davis-Bacon certified wage reports.

Davis-Bacon Act Regulations Apply- Prevailing Wage Requirements for Federally-Assisted Construction Projects - Contract requirement to pay prevailing wages and benefits per Federal DOL and submission of accounting of hourly wages paid by contractor and sub-contractors. Weekly submission of certified wage accounting reports to Project Manager is required.

Hillsborough County Community Development Block Grant Program Section 3 Affirmative Action Plan- Regulations apply if contract award exceeds \$100,000; requires contractor sign agreement to comply.

CONTACT: Project Manager

Dana Carver, Parks Planner for the Leisure Services Department, Parks and Recreation Division, is designated as Project Manager by the Owner. For all issues regarding this project, contact Project Manager Dana Carver. The General Conditions and other documents in this Bid package detail the scope of his involvement, control, and administration of the project.

Dana Carver, Parks Planner (813) 506-6620 or 605-6600 dcarver@templeterrace.com

LEGAL ADVERTISEMENT - Wednesday, October 5, 2011
TAMPA TRIBUNE NEWSPAPER NORTHEAST EDITION ONLY

ADVERTISEMENT FOR BIDS
City of Temple Terrace BID No. 12-001

Sealed bids for **Riverhills Playground Renovation** will be received at the office of the City Clerk, 11250 North 56th Street, Temple Terrace, Florida 33617, no later than 10:55 a.m. on Thursday, November 10, 2011 and publicly opened at 11:00 a.m. in City Council Chambers. Project requires licensed contractor to demolish existing playground, construct new playground, and install City-purchased playground equipment at Riverhills Park Playground, 329 S. Riverhills Drive. Davis-Bacon Act regulations apply. A **mandatory** Pre-Bid Conference will be held on Wednesday, Oct. 19, at 3:00 p.m. at the Family Recreation Complex, 6610 E. Whiteway Dr. The Bid Package includes the plans, specifications, instructions, bond requirements, contact information, and City forms (mandatory for bid submission), and may be downloaded at www.templeterrace.com/finance/bids.htm or purchased at the City's Finance Department Purchasing Office after October 5, 2011.

INVITATION TO BID

Riverhills Playground Renovation

BID #12-001

City of Temple Terrace Leisure Services Department

Any bid received after time and date specified in Advertisement for Bids will not be considered. The Bid Package includes Contract Documents, plans, specifications, instructions, bond requirements, contact information and City forms which are mandatory for bid submission. These may be viewed and downloaded for **free** at www.templeterrace.com/finance/bids.htm, beginning October 5, 2011. Bid packages will also be available for purchase for \$25 at the City's Purchasing Department, second floor of Temple Terrace City Hall. Purchased documents and plans will not include full-size plans. There is an additional \$15 charge to have the documents mailed.

A **MANDATORY** Pre-Bid Conference shall be held at **3 p.m., Wednesday, October 19, 2011**, at the Family Recreation Complex, 6610 E. Whiteway Drive, Temple Terrace. **Bids will only be accepted from Bidders who attend the Pre-Bid Conference.**

Bidders must be Contractors licensed to do business in the State of Florida and in Hillsborough County, and must have experience in this type of work. Project requires, but is not limited to, furnishing materials and performing all work for demolition of old and construction of new Riverhills Park playground at 329 S. Riverhills Drive, Temple Terrace, including walkways, drainage, and installation of utilities, landscaping, and amenities, and all other work as detailed in the Contract Documents and the Plans and Specifications prepared by Hardeman-Kempton & Associates, included in this Bid Package. Davis-Bacon Act regulations apply; weekly reports are required.

All Bids shall be submitted in **TRIPLICATE** on standard forms contained in the Bid Package Contract Documents and shall be sealed and plainly marked with Bid name and number. Each Bid must be accompanied by Bid security in the form of a Bid Bond, Cashier's Check, or Certified Check made payable to "**City of Temple Terrace**" in the amount of not less than five percent (5%) of the total Bid amount as a guarantee that the Bidder will not withdraw from the competition prior to thirty (30) days after the opening of the Bids, and, if awarded the Contract, Bidder will within ten (10) consecutive calendar days after written notice of such award, enter into a written contract with the City of Temple Terrace, Florida in accordance with the accepted Bid and the terms as stated in the Contract Documents.

The Owner, City of Temple Terrace, Florida, reserves the right to reject any or all Bids, accept Bids in any order or combination, accept or reject portions of Bids, make modifications to the work after bidding, and waive any informalities and irregularities in the Bids as they deem are in their best interest to do so.

Dana Carver, Parks Planner for the Leisure Services Department, is designated as Project Manager by the Owner and may be contacted at (813) 506-6620 or 506-6600, or by e-mail to dcarver@templeterrace.com.

SECTION B
INSTRUCTIONS TO BIDDERS

B-1 DELIVERY OF PROPOSALS

- B-1.1 Sealed proposals will be received until the time and date specified in the Advertisement of Bids. (Deadline 10:55a.m. 11/10/2011 for Bid opening at 11a.m.) Bids will only be accepted from Bidders who attend the mandatory Pre-Bid conference October 19, 2011.
- B-1.2 Each proposal shall be submitted in **triplicate** in a sealed envelope plainly marked on front of envelope:

TO: **Office of the City Clerk
City of Temple Terrace
11250 N. 56th Street
Temple Terrace, FL 33617**

PROPOSAL FOR:

**Bid #12-001
RIVERHILLS PLAYGROUND RENOVATION
Riverhills Park, 329 S. Riverhills Drive, Temple Terrace, FL 33617**

SUBMITTED BY:

- B-1.3 If said proposal is forwarded by mail, it shall be enclosed in another envelope addressed to the City Clerk, Temple Terrace, Florida. Proposals will be received at the office of the City Clerk until the time and date specified in the Advertisement/Invitation for Bids. Proposals received after the time and date specified will not be considered.

B-2 PROPOSALS FORMS

- B-2.1 Proposals shall be made upon forms provided in this document for that purpose. Erasures or other changes in a bid shall be explained or noted over the signature of the Bidder.

B-3 IRREGULAR PROPOSALS

- B-3.1 Proposals which are incomplete, conditional, or which contain additions not called for, alterations or irregularities of any kind, are subject to being rejected.

B-4 SIGNATURES ON PROPOSALS

- B-4.1 Each Bidder shall sign the proposal with the full name and address of the individual submitting the proposal. In cases where a firm or corporation submits a proposal, the proposal shall be signed with the full name of each member of the firm, or by the name of the officer or officers authorized by its by-laws, in addition to the firm or corporation signature with its official seal affixed thereto.

B-5 EXAMINATION OF CONTRACT DOCUMENTS

- B-5.1 Bidders are notified that they must thoroughly examine the Specifications and Contract Documents (which include the Advertisement/Invitation for Bid, Instructions to Bidders, Form of Proposal, Form of Contract, Form(s) of Bond(s), General Conditions, Technical Specifications, Drawings, and any addenda issued prior to the opening of bids).

B-6 EXAMINATION OF SITE

- B-6.1 Each Bidder shall visit the site of the proposed work before submitting a proposal, to become fully acquainted with conditions relating to construction and labor so that the facilities, difficulties and restrictions attending the execution of work under the Contract may be fully understood. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished and shall base the bid on the Bidder's own opinion of the conditions likely to be encountered, and for the bid prices, must assume all risk of variance, by whomsoever made, in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.
- B-6.2 Bidder shall thoroughly examine and be familiar with the Plans and Specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other documents or to visit the site to become acquainted with conditions there existing shall in no way relieve any Bidder from any obligation with respect to the bid or to the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
- B-6.3 No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of the Contract Documents, nor will they be accepted as a basis on any claims whatsoever for extra compensation or for an extension of time.

B-7 DISCREPANCIES

- B-7.1 Should a Bidder find discrepancies or ambiguities in, or omissions from the Plans or Specifications, or have any doubts as to the meaning, the Bidder shall at once notify the Project Manager.

B-8 INTERPRETATION OF PLANS

B-8.1 On all Plans, the figured dimensions shall govern in case of discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the Plans or of any discrepancy between the Plans and Specifications, and the Project Manager shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the Plans and Specifications as construed by the Project Manager, and the Project Manager's decision shall be final.

B-9 INTERPRETATION OF PLANS AND CONTRACT DOCUMENTS PRIOR TO OPENING OF BIDS

B-9.1 If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other proposed Contract Documents, a written request for an interpretation thereof shall be submitted to the Project Manager. The persons submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda duly issued and copies of such addenda will be mailed or delivered to each person receiving a set of such documents. Request for interpretations or clarification of the Specifications and/or Contract Drawings must be made not later than ten (10) days prior to time of bid opening. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.

B-10 TIME OF COMPLETION AND LIQUIDATED DAMAGES

B-10.1 Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the time stipulated in the Contract. If the Contractor fails to complete all the work within the time stipulated in the Contract, there shall be deducted from any money due the Contractor an amount as specified in the Contract agreement (Section G, page G-2).

B-10.2 Any deduction so made shall not be considered as a penalty but as liquidated damages. Should the amount of money otherwise due the Contractor be less than the amount of such liquidated damages, the Contractor and his surety shall be liable to the owner for such deficiency.

B-10.3 Permitting the Contractor to continue and finish the work after the time fixed for its completion shall in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

B-10.4 Completion of the project shall imply complete possession and occupancy of the Owner.

B-10.5 The Substantial Completion date, as established in Section C-28, shall be considered the Date of Contract Completion, unless a longer period of time is prescribed by the Owner or Project Manager.

B-11 LABOR REGULATIONS

B-11.1 The Contractor shall fully comply with all laws and regulations concerning labor, work hours, labor conditions, wage rates and related matters.

- B-11.2 The Department of Labor's Schedule of Prevailing Wage Rates for Public Construction does apply to this Contract. (Davis-Bacon Act Regulations Apply-Prevailing Wage Requirements for Federally-Assisted Construction Projects - Contract requirement to pay prevailing wages and benefits per Federal DOL and submit weekly accounting of hourly wages paid by contractor and sub-contractors.)
- B-11.3 Hillsborough County Community Development Block Grant Program Section 3 Affirmative Action Plan- Regulations apply if contract award exceeds \$100,000; requires contractor sign agreement to comply.

B-12 CERTIFIED CHECK OR BID BOND

- B-12.1 The certified check or bid bond, in the amount of not less than five percent (5%) of the bid, shall be paid into the funds of the Owner as liquidated damages, if the successful Bidder fails to execute the written Contract and furnish the required Contract security bond within ten (10) consecutive calendar days following written notice of the award of the Contract. The bid bond shall be countersigned by an agent of the surety company licensed to operate in the State of Florida.

B-13 RETURN OF CERTIFIED CHECKS

- B-13.1 Certified checks of the unsuccessful Bidders will be returned to the parties submitting same not later than fifteen (15) days after the execution of the Contract. In the event all the bids are rejected, checks will be returned to all Bidders within fifteen (15) calendar days after date of rejection.

B-14 CONTRACT BOND OR PERFORMANCE BOND

- B-14.1 The Contractor shall furnish a surety bond in an amount at least equal to 100 percent (100%) of the Contract price as security for the faithful performance of this Contract and for payment of all persons performing labor on the project under this Contract, and furnishing materials in connection with this Contract. The surety on such bond shall be a duly authorized surety company satisfactory to the Owner.
- B-14.2 The Contractor shall furnish a surety bond in an amount at least equal to 100 percent (100%) of the Contract price as security for the one year warranty period following acceptance of the project by the Owner. This bond may be incorporated in the Contract Bond or may be submitted as a separate warranty bond at the time of the request for final payment. The surety on such bond shall be a duly authorized surety company satisfactory to the Owner.

B-15 QUALIFICATION OF BIDDERS

- B-15.1 A Bidder will be required, before the award of any Contract, to show to the complete satisfaction of the Owner, that the Bidder has the necessary facilities, equipment, ability and financial resources to perform the work in a satisfactory manner within the time specified. No Contract will be awarded except to responsible Contractors capable of performing the class of work contemplated.

B-15.2 The successful bidder will be considered a Prime Contractor and shall perform on the project site, and with his own employees or organization, a minimum of not less than 50 percent of the total dollar value of the work to be accomplished under this Contract.

B-16 DISQUALIFICATION OF BIDDERS

B-16.1 Any or all proposals will be rejected if there is any reason for believing that collusion exists among the Bidders, and participants in such collusion will not be considered in future proposals for the same work.

B-17 EQUIPMENT AND SUBCONTRACTORS

B-17.1 Where indicated in the proposal, the Bidder must identify by manufacturer, model number and pertinent data the equipment proposed for installation on this project. Where this equipment is different from that identified in the Plans or specifications, sufficient manufacturer's data must be provided with the proposal to demonstrate that this equipment is the equal of the equipment identified in the Plans and Specifications.

B-17.2 The Bidder, as part of the proposal, must identify by name and address, all of the Subcontractors proposed for use on this project. Where requested by the Owner or Project Manager, the Bidder must provide data, including qualifications, experience and projects completed of any Subcontractor. The nature of the work to be subcontracted shall also be identified in the proposal.

B-17.3 The equipment and Subcontractors proposed by the Bidder will be used by the Owner in the determination of the lowest and best bid.

B-17.4 After the opening of bids, changes in the equipment or Subcontractors may be made only by a Change Order approved by the Owner.

B-18 WITHDRAWAL OF PROPOSAL

B-18.1 A Bidder may withdraw the proposal provided the request is made in writing and delivered either in person or by special delivery mail to the Owner no less than one hour prior to the time set for opening bids. No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of thirty (30) days.

B-19 OWNER'S RIGHTS RESERVED

B-19.1 The Owner reserves the right to accept any which, in the Owner's opinion, is the lowest and best and in the best interests of the Owner. The Owner also reserves the right to reject any and all proposals and to waive any informality in any proposal.

B-20 PUBLIC ENTITY CRIME STATEMENT

B-20.1 Pursuant to Florida Statutes Section 287.133, the Bidder shall submit with their bid an executed copy of the sworn statement provided in this document.

SECTION C

GENERAL CONDITIONS

C-1

DEFINITIONS

- a. **Agreement:** The written agreement between the Owner and the Contractor covering the Work to be performed, including the Contractor's Bid and the Bonds.
- b. **Bid:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- c. **Bidder:** Any person, firm or corporation submitting a Bid for the Work.
- d. **Bonds:** Bid performance and payment bonds and other instruments of security, furnished by the Contractor and a Surety in accordance with the Contract Documents.
- e. **Change Order:** A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.
- f. **Contract Documents:** The Agreement, Specifications, Drawings, Plans, Addenda (whether issued prior to opening of bids or execution of the Agreement), Modifications, and Change Orders.
- g. **Contract Price:** The total monies payable to the Contractor under the Contract Documents.
- h. **Contract Time:** The number of calendar days stated in the Agreement for the completion of the Work.
- i. **Contractor:** The person, firm or corporation with whom the Owner has executed the Agreement.
- j. **Drawings:** The drawings and Plans which show the character and scope of the Work to be performed and which have been prepared or approved by the Project Manager and are referred to in the Contract Documents.
- k. **Engineer/Project Manager:** The owner's designated representative.
- l. **Field Order:** A written order issued by the Project Manager which clarifies or interprets the Contract Documents in accordance with paragraph C-14.1 or orders minor changes in the Work in accordance with paragraph C-20-2.
- m. The terms "**or equal**" or "**equal to**" shall be interpreted to mean an item or material or equipment similar to that named and which is suited to the same use and capable of performing the same function and be of the same quality as that named. Such material or equipment shall be subject to approval by the Project Manager.
- n. **Owner:** The City of Temple Terrace, Florida.

- o. **Project:** The entire construction to be performed as provided in the Contract Documents.
- p. **Project Representative:** The authorized representative of the Project Manager or Owner who is assigned to the Project or any parts thereof.
- q. **Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work.
- r. **Specifications:** The Instructions to Bidders, these General Conditions, the Supplementary General Conditions and the Technical Specifications.
- s. **Subcontractor:** An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- t. **Substantial Completion:** The date as certified by the Project Manager when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be used for the purposes for which it was intended; or if there be no such certification, the date when final payment is due.
- u. **Work:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

C-2

AWARD, EXECUTION OF DOCUMENTS, DELIVERY OF BONDS, ETC.

- C-2.1 The award of the contract, if it is awarded, will be to the lowest responsible Bidder whose qualifications indicate the award will be in the best interest of the Owner and whose proposal complies with all the prescribed requirements. No award will be made until the Owner has concluded such investigations as deemed necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed. The Owner reserves the right to reject any and all bids, and to waive any informality in the bids. In analyzing Bids, the Owner may take into consideration alternates and unit prices, if requested by the Bid forms. If the Contract is awarded, the Owner will give the successful Bidder written notice of the award within sixty days after the opening of the Bids.
- C-2.2 At least three counterparts of the Agreement and such other Contract Documents as practicable will be signed by the Owner and the Contractor. The Project Manager will identify those portions of the Contract Documents not so signed and such identification will be binding on all parties. The Owner, the Contractor and the Project Manager will each receive an executed counterpart of the Contract Documents.
- C-2.3 Simultaneously with the execution of the Agreement, the Contractor will deliver to the Owner the required Bonds.

C-2.4 Failure of the successful Bidder to execute the Agreement and deliver the required Bonds within ten days of the notice of the award shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited.

C-3 PROGRESS AND SUBMISSION SCHEDULES; PRECONSTRUCTION CONFERENCE; TIME OF STARTING THE WORK

C-3.1 Within ten days after execution of the Agreement, the Contractor will submit to the Project Manager for approval, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, and a schedule of Shop Drawing submissions. At least ten days prior to submitting the first application for Payment, the Contractor shall also submit a schedule of values as required by paragraph C-26.1.

C-3.2 Before starting the Work, a conference will be held to review the project schedule, to establish procedures for handling Shop Drawings and other submissions and for processing applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the Project Manager, the Contractor, and the Contractor's Superintendent.

C-3.3 Prior to starting the Work, the Contractor will furnish the Owner and Project Manager with certificates of insurance as required by Article C-34.

C-3.4 The Contractor will start the Work on the date on which the Agreement is executed and delivered, or on such other date, if any, as may be specified in the Agreement. However, at the time of the execution and delivery of the Agreement, the Owner may give the Contractor a written notice to proceed, stating a different date on which it is expected that the Contractor will start the Work, but such date shall not be more than thirty days after the date of execution and delivery of the Agreement. A copy of the Notice to Proceed shall be sent to the Project Manager. No work shall be done prior to the date on which the work is to start.

C-3.5 The Contract Time shall commence to run on the date when the work is to start as provided in paragraph C-3.4.

C-4 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

C-4.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents.

The Contract Documents comprise the entire Agreement between the Owner and the Contractor.

C-4.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor will call it to the Project Manager's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement, Specifications, Scale Drawings.

Within the specifications the order of precedence shall be as follows: Supplementary General Conditions, Instructions to Bidders, General Conditions, Technical specifications, Standard Specifications.

Figured dimensions on Drawings shall govern over scaled dimensions. and detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. The Contractor assumes full responsibility for having become familiar with the nature and extent of the Contract Documents, Work, locality, and local conditions that may in any manner affect the Work to be done.

C-5 OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS

- C-5.1 All Specifications, Drawings, and copies thereof furnished by the Project Manager shall remain the Project Manager's or Owner's property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to the Project Manager or Owner on request upon completion of the Project.
- C-5.2 The Owner will furnish the Contractor with five (5) copies of the Specifications and Drawings at the contract signing. Additional copies will be furnished, upon request, at the cost of reproduction.
- C-5.3 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Project Manager and shall be delivered to the Project Manager for the Owner upon completion of the Project.

C-6 WORK BY OTHERS

- C-6.1 The Owner may perform additional work related to the Project or may let other direct contracts therefore which shall contain General Conditions similar to these. The Contractor will afford the other contractors who are parties to such direct contracts (or the Owner, if the Owner is performing the additional work), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and the Contractor shall properly connect and coordinate the Contractor's Work with the work of the other contractors.
- C-6.2 If any part of the Contractor's Work depends for proper execution or results upon the work of any such other contractor (or the Owner), the Contractor will inspect and promptly report to the Project Manager in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for the relationship to the Contractor's Work except as to defects and deficiencies which may appear in the other work after the execution of the Contractor's Work.

- C-6.3 The Contractor will do all cutting, fitting and patching of the Contractor's Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager.
- C-6.4 If the performance of additional work by other contractors or the Owner is not noted in the Contract Documents prior to the award of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others involves the Contractor in additional expense or entitles the Contractor to an extension of the Contract Time, the Contractor may make a claim therefore as provided in Articles C-21 and C-23.

C-7 SUBCONTRACTS

- C-7.1 Prior to the execution and delivery of the Agreement, the successful Bidder will submit to the Owner and the Project Manager for acceptance a list of the names of subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for those portions of the Work as to which the identity of the subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Prior to the execution and delivery of the Agreement, the Project Manager will notify the successful Bidder in writing if either the Owner or the Project Manager, after due investigation, has reasonable objection to any subcontractor, person or organization on such list. The failure of the Owner or the Project Manager to make objection to any subcontractor, person or organization on the list prior to the execution and delivery of the Agreement shall not constitute a waiver of any right of the Owner or the Project Manager to reject defective Work, material or equipment, or work, material or equipment not in conformance with the requirements of the Contract Documents.
- C-7.2 If, prior to the execution and delivery of the Agreement, the Owner or the Project Manager has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, the successful Bidder may, prior to such execution and delivery, either submit an acceptable substitute without an increase in his Bid Price or withdraw his Bid and forfeit his Bid Security. If, after the execution and delivery of the Agreement, the Owner or the Project Manager refuses to accept any Subcontractor, person or organization on such list, the Contractor will submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued.
- C-7.3 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the Owner or the Project Manager may have reasonable objection, nor will the Contractor be required to employ any subcontractor against whom the Contractor has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the Owner and the Project Manager, unless the Project Manager determines that there is good cause for doing so.

C-7.4 The Contractor will be fully responsible for all acts and omissions of any Subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor.

Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner or the Project Manager or any obligation on the part of the Owner or the Project Manager to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law.

C-7.5 The divisions and sections of the Specifications and the identifications of any drawings shall not control the Contractor in dividing the work among Subcontractors or delineating the Work to be performed by any trade.

C-7.6 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

C-8 MATERIALS, EQUIPMENT AND LABOR: SUBSTITUTE MATERIAL OR EQUIPMENT

C-8.1 The Contractor will provide and pay for all materials, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

C-8.2 All materials and equipment will be new. If required by the Project Manager, the Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.

C-8.3 If it is indicated in the Specifications that the Contractor may furnish or use a substitute that is equal to any material or equipment specified, and if the Contractor wishes to furnish or use a proposed substitute, the Contractor will, promptly after the award of the Contract, make written application to the Project Manager for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified and be suited to the same function as that specified. No substitute shall be ordered or installed without the written approval of the Project Manager who shall be the judge of equality. (See SUPPLEMENTARY GENERAL CONDITIONS, SECTION C-C-6, Page C-C-2.)

C-8.4 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise specifically provided in the Contract Documents.

C-9 PATENT FEES AND ROYALTIES

C-9.1 The Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. The Contractor will indemnify and hold harmless the Owner

and the Project Manager and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

C-10 PERMITS, LAWS, TAXES AND REGULATIONS

- C-10.1 The Contractor shall secure and pay for all construction permits and licenses and shall pay all governmental and public utility charges and inspection fees necessary for the prosecution of the Work. The Contractor shall maintain current occupational licenses with Hillsborough County and the City of Temple Terrace. The necessary permits shall be posted at the construction site prior to beginning any Work.
- C-10.2 The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications or Drawings are at variance therewith, he will give the Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, he will bear all costs arising therefrom.
- C-10.3 The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is to be performed.

C-11 AVAILABILITY OF LANDS; PHYSICAL AND SUBSURFACE CONDITIONS; REFERENCE POINTS

- C-11.1 The Owner will provide, as indicated in the Contract Documents, and not later than the date when needed by the Contractor, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the Owner, unless otherwise specified in the Contract Documents.

If the Contractor believes that any delay in the Owner's furnishing these lands or providing such easements entitles the Contractor to an extension of the Contract Time, the Contractor may make a claim therefore as provided in Article C-23. The Contractor will provide all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- C-11.2 The Owner will, upon request, furnish to the Contractor copies of all boundary surveys and subsurface tests.
- C-11.3 The Contractor will promptly notify the Owner and Project Manager in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The Project Manager will promptly investigate those conditions and advise the Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, the Owner will obtain the necessary additional surveys and tests and furnish copies to the Project Manager and the Contractor.

If the Project Manager finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

C-11.4 The Owner will establish such general reference points as in his judgment will enable the Contractor to proceed with the Work. The Contractor will be responsible for the layout of the Work and will protect and preserve the established reference points and will make no changes or relocations without the prior written approval of the Owner. He will report to the Project Manager whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor will replace and accurately relocate all reference points so lost, destroyed or moved.

C-12 USE OF PREMISES

C-12.1 The Contractor will confine the Contractor's equipment, the storage of materials and equipment and the operations of the Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

C-12.2 The Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will the Contractor subject any part of the Work to stresses or pressures that will endanger it.

C-12.3 Where the Contractor is working adjacent to existing streets, buildings or other improvements, the Contractor shall match the grades in the construction with the existing grades, unless otherwise directed by the Project Manager. Where matching existing grades will result in undesirable bumps in a roadway surface, in improper drainage, in unsightly appearance or in any other condition contrary to the intent of the Contract Documents, the Contractor shall notify the Project Manager in writing. The Project Manager may require that the new construction match existing grades, may require other changes in the grades of the new construction or may authorize variation from this requirement.

C-12.4 Where the Contractor is working near existing streets, structures or other improvements or where the Contractor is moving equipment, materials or personnel over existing streets or in or near improved areas, every reasonable effort shall be made to avoid damage to such improvements or improved areas. Any damage directly or indirectly caused by the Contractor's actions shall be promptly repaired by the Contractor at no expense to the Owner. Any repairs made by the Contractor shall result in the existing improvement or improved area being returned to a condition at least equal to that which existed prior to damage by the Contractor.

C-13 PROJECT MANAGER'S STATUS DURING CONSTRUCTION

- C-13.1 The Project Manager shall be the Owner's representative during the construction period. All instructions of the Owner to the Contractor shall be issued through the Project Manager. The duties and responsibilities and the limitations of authority of the Project Manager as the Owner's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of the Owner and the Project Manager.
- C-13.2 The Project Manager will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Project Manager will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, nor will the Project Manager be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. The Project Manager's efforts will be directed toward providing assurance for the Owner that the completed Project will conform to the requirements of the Contract Documents, but the Project Manager will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract documents. On the basis of on-site observations as an experienced and qualified design professional, the Project Manager will keep the Owner informed of the progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work of Contractors.
- C-13.3 The Project Manager will have authority to disapprove of or reject Work which is defective or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in paragraph C-16.1. The Project Manager will also have authority to require special inspection or testing of the Work as provided in paragraph C-19.2 whether or not the work is fabricated, installed or completed.
- C-13.4 Neither the Project Manager's authority to act under this Article C-13 nor any decision made in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Project Manager to the Contractor, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

C-14 PROJECT MANAGER'S INTERPRETATIONS AND DECISIONS

- C-14.1 The Project Manager will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as may be determined necessary for the proper execution of the Work, such clarifications and interpretations to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles the Contractor to an increase in the Contract Price, the Contractor may make a claim therefore as provided in Article C-21.
- C-14.2 The Project Manager will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In the capacity as interpreter and judge, the Project Manager's best efforts will be exercised to insure faithful performance by both the Owner and the Contractor.

The Project Manager will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the Project Manager for decision, which the Project Manager shall render in writing within a reasonable time.

C-15 SHOP DRAWINGS AND SAMPLES

- C-15.1 After checking and verifying all field measurements, the Contractor will submit to the Project Manager for approval, in accordance with the accepted schedule of Shop Drawing submissions, five copies (or at the Project Manager's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Project Manager may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the Project Manager to review the information as required.
- C-15.2 The Contractor will also submit to the Project Manager for approval, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.
- C-15.3 At the time of each submission, the Contractor will in writing call the Project Manager's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents.
- C-15.4 The Project Manager will check and approve with reasonable promptness Shop Drawings and samples, but this checking and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor will make any corrections required by the Project Manager and will return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the Project Manager on previous submissions.
- C-15.5 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been approved by the Project Manager.
- C-15.6 The Project Manager's approval of Shop Drawings or samples shall not relieve the Contractor from the responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has in writing called the Project Manager's attention to such deviations at the time of submission and the Project Manager has given written approval to the specific deviations, nor shall any approval by the Project Manager relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

C-15.7 The Project Manager's review of the initial Shop Drawing submittal for each item will be made at City expense. Reviews of subsequent resubmittals will be made by the Project Manager.

C-16 TESTS AND INSPECTIONS

C-16.1 All materials used in the Work shall be inspected, tested and compliance determined by the Project Manager before incorporation in the Work. The Contractor shall furnish the Project Manager any required certificates for, and including, pipe, roadway materials, asphalt mixes, and asphalt coatings. Any Work in which untested materials are used without approval or written permission of the Project Manager shall be performed at the Contractor's risk. If any such Work required to be inspected, tested, or approved is covered up without written approval or consent of the Project Manager, it shall, if directed by the Project Manager, be uncovered for observation at the Contractor's expense. Materials found to be unacceptable and unauthorized will not be paid for and shall be removed at the Contractor's expense.

C-16.2 Unless otherwise designated, density and compaction tests in accordance with the cited standard methods of AASHTO or ASTM which are current at the time bids are taken will be made by and at the expense of the Owner except for re-testing as noted herein. Samples will be taken, and testing will be made by a qualified Testing Firm selected by the Owner. The Contractor shall give due notice to the Project Manager when tests are to be made, who in turn will schedule the work with the Testing Firm. The Owner will require the Testing Firm to furnish test results to the Contractor and to the Project Manager.

C-16.3 In the event that any tests show a failure to meet the requirements of the Contract Documents, the re-testing shall be at the expense of the Contractor, and such costs will be deducted from the payments otherwise due the Contractor. Said costs will include the Owner's charge by the Testing firm plus an administrative charge of fifteen dollars (\$15.00) per test.

C-16.4 Engineering and inspection services relative to re-tests for leakage in water mains, tapping saddles, sewage force mains, and sanitary sewers shall be at the expense of the Contractor, and such costs will be deducted from the payments otherwise due the Contractor. The costs shall be based on the time actually required to observe the re-tests times an hourly rate of fifty dollars (\$50.00) per hour.

C-17 CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE

C-17.1 The Contractor will supervise and direct the Work efficiently with his best skill and attention. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, Contractor will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. The Contractor will at once report in writing to the Project Manager any conflict, error or discrepancy which the Contractor may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.

- C-17.2 The Contractor will keep on the work at all times during its progress a resident Superintendent satisfactory to the Project Manager. The Superintendent shall not be replaced without the consent of the Project Manager except under extraordinary circumstances. The Superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor.
- C-17.3 The Contractor will provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor will at all times maintain good discipline and order among the Contractor's agents and employees at the site.
- C-17.4 The Project Manager will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

C-18 SAFETY AND PROTECTION; EMERGENCIES

- C-18.1 The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
- C-18.1.1 All employees on the Work and other persons who may be affected thereby.
 - C-18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
 - C-18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designed for removal, relocation or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. When the use or storage of explosives or other hazardous materials is necessary for the prosecution of the Work, the Contractor will exercise the utmost care and will carry on such activities under the supervision of properly qualified personnel. All damage, injury or loss to any property referred to in paragraph C-18.1.2 or C-18.1.3 caused, directly or indirectly in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by the Contractor except damage or loss attributable to the fault of drawings or Specifications or to the acts or omissions of the Owner or the Project Manager or anyone employed by either of them or for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

- C-18.2 The Contractor will designate a responsible employee at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Project Manager.
- C-18.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, with special instruction or authorization from the Project Manager or Owner, is obligated to act, using proper discretion, to prevent threatened damage, injury or loss. The Contractor will give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the Contractor believes that additional work done in an emergency which arose from causes beyond the Contractor's control entitles the Contractor to an increase in the Contract Price or any extension of the Contract Time, the Contractor may make a claim therefore as provided in Articles C-21 and C-23.

C-19 ACCESS TO THE WORK; UNCOVERING FINISHED WORK

- C-19.1 The Project Manager and the Project Manager's representatives and other representatives of the Owner will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof by others.
- C-19.2 If any Work is covered contrary to the request of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation by the Project Manager and replaced at the Contractor's expense.
- C-19.3 If any Work has been covered which the Project Manager has not specifically requested to observe prior to its being covered, or if the Project Manager considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Project Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if a claim is made therefore as provided in Articles C-21 and C-23.

C-20**CHANGES IN THE WORK**

- C-20.1 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Articles C-21 and C-23.
- C-20.2 The Project Manager may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any minor change or alteration authorized by the Project Manager entitles the Contractor to an increase in the Contract Price, a claim may be made therefore as provided in Article C-21.
- C-20.3 Additional Work performed by the Contractor without authorization of a Change Order will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Article C-18.3 and except as provided in paragraphs C-16.1, C-19.3 and C-20.2.
- C-20.4 The Owner will execute any appropriate Change Order prepared by the Project Manager covering changes in the Work to be performed in an emergency as provided in paragraph C-18.3 and any other claim of the Contractor for a change in the Contract Time or the Contract Price which is approved by the Project Manager.
- C-20.5 It is the Contractor's responsibility to notify the Surety of any changes affecting the general scope of the work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner.

C-21**CHANGE OF CONTRACT PRICE**

- C-21.1 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at the Contractor's expense without change in the Contract Price.
- C-21.2 The Contract Price may be changed only by a Change Order. If the Contractor is entitled by the Contract documents to make a claim for an increase in the Contract Price, such claim shall be in writing delivered to the Owner and the Project Manager within 15 days of the occurrence of the event giving rise to the claim. All claims for adjustments in the Contract Price shall be determined by the Project Manager if the Owner and Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

- C-21.3 The Value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
- C-21.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 - C-21.3.2 By mutual acceptance of a lump sum.
 - C-21.3.3 By cost and a mutually acceptable fixed amount for overhead and profit.
 - C-21.3.4 If none of the above methods is agreed upon, the value shall be determined by the Project Manager on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, Worker's compensation, etc.), materials, equipment and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for Contractor's combined overhead and profit shall be as follows:
 - C-21.3.4.1 For all such Work done by the Contractor, the Contractor may add up to ten percent of the actual net increase in cost, and
 - C-21.3.4.2 For all such Work done by a Subcontractor, each Subcontractor may add up to ten percent of the actual net increase in costs for combined overhead and profit and the Contractor may add up to five percent of the Subcontractor's total for combined overhead and profit; provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work. In such case and also under paragraph C-21.3.3, the Contractor will submit in form prescribed by the Project Manager an itemized cost breakdown together with supporting data.
- C-21.4 The amount of credit to be allowed by the Contractor to the owner for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the Project Manager. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

C-22 CASH ALLOWANCES

- C-22.1 The Contractor will include in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such suppliers or Subcontractors and for such sums within the limit of the allowances as the Project Manager may approve. Upon final payment, the Contract Price shall be decreased as required and an appropriate Change Order issued. The Contractor agrees that the original Contract Price includes such sums as the Contractor deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

C-23 CHANGE OF THE CONTRACT TIME

- C-23.1 The Contract Time may be changed only by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, such claim shall be in writing delivered to the Owner and the Project Manager within 10 days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the Project Manager if the Owner and the Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- C-23.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefore as provided in paragraph C-23.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.
- C-23.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article C-23 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

C-24 NEGLECTED WORK

- C-24.1 If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the Owner, after three days' written notice to the Contractor, may, without prejudice to any other remedy available, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor if the Project Manager approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the Owner.

C-25 WARRANTY AND GUARANTEE: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- C-25.1 The Contractor warrants and guarantees to the Owner and the Project Manager that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and any inspections, tests or approvals referred to in paragraph C-16.2. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects will be given to the Contractor. All defective Work, whether or not in place, may be rejected.
- C-25.2 If required by the Project Manager prior to approval of final payment, the Contractor will promptly, without cost to the Owner and as required by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Project Manager, remove it from the site and replace it with non-defective Work.

If the Contractor does not promptly correct or remove and replace such rejected Work within a reasonable time, all as required by written notice from the Project Manager, or in an emergency where delay could cause serious risk of loss or damage, the Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal or replacement of defective Work.

C-25.3 If, after the approval of final payment and prior to the expiration of one year after the date of Final Payment (see Section C-31.2.3) or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor will, promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work, or, if it has been rejected by the Owner, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instruction, the Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.

C-25.4 If, instead of requiring correction or removal and replacement of defective Work, the Owner prefers to accept it, Owner may do so. In such case, if acceptance occurs prior to approval of Final Payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Price; or, if the acceptance occurs after approval of Final Payment, an appropriate amount shall be paid by the Contractor.

C-26 APPLICATIONS FOR PROGRESS PAYMENTS

C-26.1 Prior to submitting the first application for a Progress Payment, the Contractor will submit to the Project Manager a schedule of values of the Work, including quantities and unit prices, aggregating the amount of the Contract. This schedule shall be satisfactory in form and substance to the Project Manager and shall subdivide the Work into component parts in sufficient detail to serve as the basis for Progress Payments during construction.

C-26.2 Once a month on the day established at the preconstruction meeting, the Contractor shall submit to the Project Manager for review three (3) copies, plus as many additional copies as the Project Manager may require for the Project Manager's own use, of the Application for Payment filled out and signed by the Contractor covering the Work completed and materials stored on the site. Materials stored on the site will be subject to evidence submitted, showing the Owner's title to such materials.

(Each Request for Progress Payment shall be based on the percentage of work completed on all items as listed in the Schedule of Values for the major classifications of the various phases of the Work of the contract amount.) Where the contract amount is based on unit prices, the Request for Progress Payment will be based on quantities completed. Ten percent (10%) of each progress payment will be retained until the Work is completed and final acceptance has been made.

C-26.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the Owner prior to the making of the Application for Payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the Seller or otherwise imposed by the Contractor or such other person.

C-26.4 The Project Manager will, within fourteen days (14) after receipt of each Application for Payment, either indicate in writing an approval of payment and present the Application to the Owner, or return the Application to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the application. The Owner will, within twenty-five (25) days of presentation to the Owner of an approved Application for Payment, pay the Contractor the amount approved by the Project Manager.

C-27 APPROVAL OF PAYMENTS

C-27.1 The Project Manager's approval of any payment requested in an Application for Payment shall constitute a representation by the Project Manager to the Owner, based on the Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on the Project Manager's review of the Application for Payment and the supporting data, that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (Subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the Project Manager's approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the Project Manager shall not thereby be deemed to have represented that the Project Manager made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work, or that the Project Manager has reviewed the means, methods, techniques, sequences, and procedures of construction or that the Project Manager has made any examination to ascertain how or for what purpose the Contractor has used monies paid or to be paid to the Contractor on account of the Contract Price.

C-27.2 The Project Manager's approval of Final Payment shall constitute an additional representation by the Project Manager to the Owner that the conditions precedent to the Contractor's being entitled to final payments as set forth in paragraph C-30.3 have been fulfilled.

C-27.3 The Project Manager may refuse to approve the whole or any part of any payment if, in the opinion of the Project Manager, the Project Manager is unable to make such representations to the Owner. The Project Manager may also refuse to approve any such payment, or, because of subsequently discovered evidence of the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in the opinion of the Project Manager to protect the Owner from loss because:

C-27.3.1 The Work is defective,

C-27.3.2 Claims have been filed or there is reasonable evidence indicating the probable filing thereof,

C-27.3.3 The Owner has been required to correct defective work or complete the Work in accordance with Article C-24,

C-27.3.4 Unsatisfactory prosecution of the Work, including failure to clean up as required by Article C-37.

C-28 SUBSTANTIAL COMPLETION

C-28.1 Prior to Final Payment, the Contractor may, in writing to the Owner and the Project Manager, certify that the entire Project is substantially complete and request that the Project Manager issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Owner, Contractor and Project Manager will make an inspection of the Project to determine the status of completion. If the Project Manager does not consider the Project substantially complete, the Project Manager will notify the Contractor in writing giving the reasons therefore. If the Project Manager considers the Project substantially complete, the Project Manager will prepare and deliver to the Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before Final Payment, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time. The Owner shall have seven days after receipt of the tentative certificate during which to make written objection to the Project Manager as to any provisions of the certificate or attached list. If, after considering such objections, the Project Manager concludes that the Project is not substantially complete, the Project Manager will notify the Contractor in writing, stating the reasons therefore. If, after said seven days and after consideration of the Owner's objections, the Project Manager considers the Project substantially complete, the Project Manager will execute and deliver to the Owner and the Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as the Project Manager believes justified after consideration of any objections from the Owner.

C-28.2 The Owner shall have the right to exclude the Contractor from the Project after the date of Substantial completion, but the Owner will allow the Contractor reasonable access to complete or correct items on the tentative list.

C-28.3 The Substantial Completion date, as established in Section C-28, shall be considered the Date of Contract Completion, unless a longer period of time is prescribed by the Owner or Project Manager.

C-29 PARTIAL UTILIZATION

C-29.1 Prior to Final Payment, the Owner may request the Contractor in writing to permit the Owner to use a specified part of the Project which the Owner believes may be used without significant interference with construction of the other parts of the Project. If the Contractor agrees, the Contractor will certify to the Owner and Project Manager that said part of the Project is substantially complete and request the Project Manager to issue a certificate of Substantial Completion for that part of the Project. Within a reasonable time thereafter the Owner, Contractor and Project Manager will make an inspection of that part of the Project to determine its status of completion. If the Project Manager does not consider that it is substantially complete, the Project Manager will notify the Contractor in writing giving the reasons therefore. If the Project Manager considers the Project substantially complete, the Project Manager will execute and deliver to the Owner and Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and fixing the responsibility between the Owner and Contractor for maintenance, heat and utilities as to that part of the Project. The Owner shall have the right to exclude the Contractor from any part of the Project which the Project Manager has so certified to be substantially complete, but the Owner will allow the Contractor reasonable access to complete or correct items on the tentative list.

C-30 FINAL PAYMENT

C-30-1 Upon written notice from the Contractor that the Project is complete, the Project Manager will make a final inspection with the Owner and the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

C-30.2 After the Contractor has completed any such corrections to the satisfaction of the Project Manager and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents - all as required by the Contract Documents - the Contractor may make application for Final Payment following the procedure for progress payments. The final application for payment shall be accompanied by such supporting data as the Project Manager may require.

C-30.3 If, on the basis of observation and review of the Work during construction, final inspection and review of the final Application for Payment--all as required by the Contract Documents-- the Project Manager is satisfied that the Work has been completed and the Contractor has fulfilled all obligations under the Contract Documents, the Project Manager will, within ten days after receipt of the final Application for Payment, indicate in writing the approval of payment and present the application to the Owner for payment. Otherwise, the Project Manager will return the application to the Contractor, indicating in writing the reasons for refusing to approve final payment, in which case the Contractor will make the necessary corrections and resubmit the Application.

The Owner will, within ten days of presentation of an approved final application for Payment, pay the Contractor the amount approved by the Project Manager.

C-30.4 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the Project Manager so confirms, the Owner shall, upon certification by the Project Manager, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Article C-33, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Project Manager prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

C-31 WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS

C-31.1 The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract documents shall be absolute. Neither approval of any progress or final payment by the Project Manager, nor the issuance of a certificate of Substantial Completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any correction of faulty or defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

C-31.2 The making and acceptance of Final Payment shall constitute:

C-31.2.1 A waiver of all claims by the Owner against the Contractor other than those arising from unsettled Liens, from faulty or defective Work appearing after Final Payment or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and

C-31.2.2 A waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.

C-31.2.3 The date of final payment to the Contractor by the Owner shall be the beginning date of the one year warranty required by Section C-25.

C-32 INDEMNIFICATION

C-32.1 The Contractor shall indemnify and hold harmless the Owner and the Project Manager and their agents, subcontractors, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and

(b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

C-32.2 The Contractor's liability shall not exceed the Contract price or one million dollars (\$1,000,000.00), whichever is greater.

C-32.3 In any and all claims against the Owner or the Project Manager or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article C-32 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

C-32.4 The obligations of the Contractor under this Article C-32 shall not extend to the liability of the Project Manager, the Project Manager's agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the Project Manager, the Project Manager's agents or employees provided such giving or failure to give is the primary cause of injury or damage.

C-33 CONTRACT BONDS

C-33.1 The Contractor shall furnish a Surety Bond as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents. In addition, either within said Surety Bond or by separate Warranty Bond, the Contractor shall guarantee the Work performed and materials provided under the Contract for a period of one year after City's acceptance of the construction. These Bonds shall be in amounts at least equal to the Contract Price and in each form and with such sureties as are acceptable to the Owner. Prior to execution of the Contract documents, the Owner may require the Contractor to furnish such other bonds, in such form and with such sureties as the Owner may require. If such other bonds are required by written instructions given prior to opening of bids, the premiums shall be paid by the Contractor.

C-34 CONTRACTOR'S LIABILITY INSURANCE

C-34.1 The Contractor shall purchase and maintain such insurance as will protect the Owner and the Contractor from claims under worker's compensation laws, disability benefit laws or other similar employee benefit laws; from claims or damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from the contractor's operations under the Contract Documents - whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

This insurance shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. Before starting the Work, the Contractor will file with the Owner and Project Manager certificates of such insurance, acceptable to the Owner; these certificates shall contain a provision that the coverage afforded under the policies will not be cancelled or materially changed until at least 15 days prior written notice has been given to the Owner and Project Manager. These policies shall be written to cover the Contractor and Owner jointly.

C-35 OWNER'S INDEMNITY

C-35.1 The Contractor shall obtain and maintain and furnish to the Owner during the life of this Contract full Owner's Protective Liability Insurance as will protect the Owner against all losses or claims which may arise from operations under the Contract Documents within the limits set forth in C-32.2.

C-36 PROPERTY INSURANCE

C-36.1 The Contractor shall obtain and maintain property insurance and furnish to the Owner during the life of this Contract the full insurable value of the Project. This insurance shall include the interests of the Owner, the Contractor and the Subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.

C-36.2 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Article, except such rights as they may have to the proceeds of such insurance. The Contractor shall require similar waivers by Subcontractors in accordance with paragraph C-7.6.

C-37 CLEANING UP

C-37.1 The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of the Work, the Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the Owner. The Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

C-38 OWNER'S RIGHT TO STOP OR SUSPEND WORK

C-38.1 If the Work is defective, or the Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or if the Contractor fails to make prompt payments to Subcontractors or for labor, materials or equipment, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

C-38.2 The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the Contractor and the Project Manager which shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time directly attributable to any suspension if a claim is made therefore as provided in Articles C-21 and C-23.

C-39 OWNER'S RIGHT TO TERMINATE

C-39.1 If the Contractor is adjudged as bankrupt or insolvent, or if a general assignment is made for the benefit of the Contractor's creditors, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property, or if the Contractor files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or if the Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment, or if the Contractor repeatedly fails to make prompt payments to Subcontractors, or for labor, materials or equipment, or if the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if the Contractor disregards the authority of the Project Manager, or if the Contractor otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and the Surety seven days' written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Project Manager and incorporated in a Change Order.

C-39.2 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from liability.

C-39.3 Upon seven days' written notice to the Contractor and the Project Manager, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expenses sustained plus a reasonable profit.

C-40**CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE**

C-40.1 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety days by the Owner or under an order of court or other public authority, or the Project Manager fails to act on any Application for Payment within thirty days after it is submitted, or the Owner fails to pay the Contractor any sum approved by the Project Manager or awarded by arbitrators within thirty days of its approval and presentation, then the Contractor may, upon seven days' written notice to the Owner and the Project Manager, terminate the Agreement and recover from the Owner payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the Project Manager has failed to act on an Application for Payment or the Owner has failed to make any payment as aforesaid, the Contractor may upon seven days' notice to the Owner and the Project Manager stop the Work until all amounts then due have been paid.

C-41**DISPUTE RESOLUTION**

- C-41.1 The City and the Contractor agree that they will first submit any and all claims, counterclaims, disputes, and other matters in question between them arising out of or relating to the Contract Documents or the breach thereof ("disputes"), to Mediation prior to either of them initiating against the other litigation proceedings.
- C-41.2 No request for mediation will be made for matters required to be referred initially to the Project Manager for decision in accordance with these General Conditions until the earlier of (a) the date on which the Project Manager has rendered a written decision or, (b) the thirty-first day after the parties have presented their evidence to the Project Manager if a written decision has not been rendered by the Project Manager before that date. If no request for mediation is made within 60 days after the Project Manager has rendered a written opinion, then the decision of the Project Manager will be deemed final and binding on the City and the Contractor.
- C-41.3 The Contractor will carry on the Work and maintain the progress schedule during any Dispute Resolution process, unless otherwise agreed by the Contractor and the Owner in writing.

C-42**MISCELLANEOUS**

- C-42.1 Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the person who gives the notice.
- C-42.2 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon the Contractor by Articles C-25 and C-32 and the rights and remedies available to the Owner and Project Manager thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

- C-42.3 Should the Owner or the Contractor suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- C-42.4 The Contract Documents shall be governed by the law of the place of the Project.

C-43 BUILDER'S RISK

- C-43.1 Contractor shall secure all-risk type of builders risk insurance covering work performed under the Contract and materials, equipment or other items to be incorporated therein, while the same are located at the construction site, stored off site, or at the place of manufacture. The policy shall cover not less than losses due to fire, flood, explosion, hail, lightning, vandalism, malicious mischief, wind collapse, riot, aircraft, and smoke until the date of final acceptance of the Work. The policy may exclude loss or damage caused by or resulting from errors in design or from the use of substandard materials or supplies used knowingly by or at the direction of the insured, but not excluding results, physical loss, or damage to other property covered hereunder. Neither exclusion shall apply in the event of fire, explosion, or acts of God. The maximum deductible allowable under this policy shall be \$100,000.00. The policies providing this insurance shall name the Owner, the Construction Manager, the Design Engineer, and their Sub-consultants as additional insureds as their respective interest shall appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the Owner or being construed as relieving the Contractor or his subcontractors of responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance.

C-44 OVERTIME WORK

- C-44.1 The normal working hours shall be considered as being from 8:00 a.m. to 5:00 p.m., Monday through Friday. Work done at times other than the above shall be considered overtime work. Except as noted in Article C-16, any inspection services required of the Project Manager or his Project Representative during overtime hours shall be made at the expense of the Contractor, and such costs will be deducted from payments otherwise due the Contractor.

The cost shall be the overtime hours actually required times an hourly rate of seventy-five dollars (\$75.00) per hour.

SECTION C-C

SUPPLEMENTARY GENERAL CONDITIONS

C-C-1 **Articles C-34, C-35 and C-36** of the General Conditions, supplement as follows:

The Contractor will, at his own expense, carry public liability and property damage insurance, insuring Contractor and Owner in amount of at least \$1,000,000.00 per occurrence combined single limit for bodily injury and \$1,000,000.00 per occurrence for property damage. This insurance must specifically cover the liability assumed by the Contractor under the provisions of the Articles. All such insurance shall be carried in insurance companies satisfactory to the Owner and each policy shall carry an endorsement by the insurance company that such policy shall not be cancelled without fifteen (15) days prior written notice by the insurance company to the Owner; and the Contractor shall furnish to the Owner certificates of insurance evidencing that the insurance herein required to be carried by the Contractor, including the endorsements herein required, is in full force and effect.

C-C-2 **AFFIRMATIVE ACTION POLICY**

The Owner has adopted an Affirmative Action Plan. The Contract shall contain a provision requiring the Contractor to certify that he does not discriminate in employment on the basis of race, color, religion, sex, national origin, age, or physical handicap, unless the disability involved prevents satisfactory performance of the work involved, and will take appropriate affirmative action to assure equal employment opportunity.

For City projects funded in any part by HILLSBOROUGH COUNTY AFFORDABLE HOUSING OFFICE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, the SECTION 3 AFFIRMATIVE ACTION PLAN requires Prime Contractor [for Prime Contracts that exceed 100,000] to sign statement of agreement to implement specific affirmative action steps directed at increasing the utilization of Section 3 Residents' and Section 3 Business Concerns within Hillsborough County.

C-C-3 **DAVIS-BACON ACT - PREVAILING WAGE REQUIREMENTS FOR FEDERALLY-ASSISTED CONSTRUCTION PROJECTS**

For City projects funded in any part by Federal funds, contractors must comply with Federal Labor Standards and must comply with Payroll Reporting requirements, and submit reports weekly.

C-C-4 **EXISTING CONSTRUCTION**

Where the Contractor is working adjacent to existing streets, buildings or other improvements, he shall match the grades in his construction with the existing grades, unless otherwise directed by the Project Manager. Where matching existing grades will result in undesirable bumps in a roadway surface, in improper drainage, in unsightly appearance or in any other condition contrary to the intent of the Contract Documents, the Contractor shall notify the Project Manager, in writing. The Project Manager may require that the new construction match existing grades, or may require other changes in the grades of the new construction or may authorize variation from this requirement.

Where the Contractor is working near existing streets, structures or other improvements or where the Contractor is moving equipment, materials or personnel over existing streets or in or near improved areas, he shall make every reasonable effort to avoid damage to such improvements or improved areas. Any damage directly or indirectly caused by the Contractor's actions shall be promptly repaired by the Contractor at no expense to the Owner. Any repairs made by the Contractor shall result in the existing improvement or improved area being returned to a condition at least equal to that which existed prior to damage by the Contractor.

C-C-5 **ARTICLE C-8** of the General Conditions, supplement as follows:

Contractor shall be responsible to pay for all costs involved for review of the substitution materials, even if the substituted material is not approved for use. The contractor shall be responsible for all additional construction costs arising from the use of substitute materials.

The submittal shall include a proposed change order for adjustments to the contract time or contract price.



City of Temple Terrace

Leisure Services Department

Phone 813-506-6600
Fax 813-506-6611
www.templeterrace.com/parks

Bid#12-001

RIVERHILLS PLAYGROUND RENOVATION

Special Instructions to Bidders and

BID PROPOSAL FORMS

SUBMIT FORMS in TRIPLICATE
Forms on Pages D-3 through F-1
(Forms in Sections G and H will be competed upon contract award.)

Bids will only be accepted from Bidders who attended the Mandatory Pre-Bid Conference.

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**BID Submittal Deadline: 10:55 a.m. Thursday, November 10**  
**for Public Bid Opening in City Council Chambers at 11 a.m.**

### MARK SUBMITTAL ENVELOPE:

TO: **Office of the City Clerk City of Temple Terrace**  
**11250 N. 56th Street**  
**Temple Terrace, FL 33617**

PROPOSAL FOR:

**Bid #12-001 RIVERHILLS PLAYGROUND RENOVATION 2011/12**  
**Riverhills Park, 329 S. Riverhills Drive, Temple Terrace, FL 33617**

SUBMITTED BY: (Name of Corporation, Partnership, or Individual)  
(Address, Contact Name, and Phone Numbers)

**BID (PROPOSAL) INSTRUCTIONS AND FORMS**  
**BID #12-001**

**RIVERHILLS PLAYGROUND RENOVATION 2011/12**  
**329 S. RIVERHILLS DRIVE, TEMPLE TERRACE, FL 33617**

| <u>Page No.</u> | <u>Description</u>                                                                                                                             |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| D- 1-2          | Special Instructions to Bidders                                                                                                                |
| D- 3-4          | <u>Base BID Proposal Forms</u><br>(Submit All Exhibits with Base BID Proposal Forms)                                                           |
| D- 5-6          | <u>Exhibit "A"</u> - Bid Proposal - Unit Cost                                                                                                  |
| D- 7            | <u>Exhibit "B"</u> - List of Subcontractors                                                                                                    |
| D- 8            | <u>Exhibit "C"</u> - List of all substituted materials or any other changes in the plans or specifications                                     |
| D- 9            | <u>Exhibit "D"</u> - Contractor's License                                                                                                      |
| D- 10-12        | <u>Exhibit "E"</u> - Florida Statutes, on Public Entity Crimes<br>(ADDITIONAL FORMS follow; Sections E and F are required with Bid submission) |
| E-1-2           | <u>Section E</u> - Bid Bond                                                                                                                    |
| F-1             | <u>Section F</u> - Reference Form                                                                                                              |
|                 | (FORMS in Section G and Section H will be completed upon contract award.)                                                                      |
| I- 1            | Statement of No Bid                                                                                                                            |

**SPECIAL INSTRUCTIONS TO BIDDERS**

**1. Technical Specifications:**

Refer to specification contained in plans and documents provided by Hardeman-Kempton & Associates, included with these Contract documents for this project. Provisions of the General Requirements shall apply to all work under this section. All other technical information is contained within these Special Instructions to Bidders. Wherever plans and specification refer to contacting Landscape Architect, contact Project Manager Dana Carver instead.

**2. Scope of Work and Exceptions:**

Descriptive Summary of Work: Without force and effect on requirements of Contract Documents, the description of the work of the Contract can be summarized as follows:

Demolition of old and construction of new park playground including walkways, swale, drainage, features, and structures, and installation of surfacing, utilities, landscaping, amenities, and assembly and installation of City-purchased playground equipment, and all other work as detailed in the plans and specifications.

Contractor shall provide all related materials, workmanship, services, and transportation to property as necessary to complete all work as shown on instructions, drawings and specifications produced by Hardeman-Kempton & Associates, with exceptions and alternatives detailed within the Contract Documents and instructions to bidders. The Contractor will be required to prepare and provide Owner with AS-BUILT drawings on reproducible paper, detailing all work including any and all deviations from construction documents provided by Hardeman-Kempton & Associates.

**3. Alternates and Additions:**

BID ALTERNATES and BID ADDITIONS are detailed on Sheet H1 of the plans and specifications from Hardeman-Kempton and Associates, and are included in these Bid Package Documents.

4. **Work Schedule, Inspections, Permits:**

Prior to the start of the job, the Contractor shall present to City Project Manager for approval, a work schedule and itemized job cost breakdown. The Contractor shall obtain all licenses and permits to perform the work and obtain all required inspections called for.
5. **Site Access:**

The playground is located on City-owned property adjacent to property belonging to Hillsborough County Public Schools in an area open to the public. During construction, access shall be limited to authorized personnel only and when no one is on site, the construction site shall be secured. Construction area must be enclosed by chain link fence at least 5 feet in height. Construction area must be enclosed from project commencement until substantial completion.

The Contractor shall be responsible for any damage to existing site conditions; repair shall be made to original condition prior to project completion.
6. **Completion of Work:**

All work shall be completed to the full satisfaction of the owner no later than sixty (60) days from start date specified in the Notice to Proceed, with final completion no later than March 30, 2012, including submission of required Davis-Bacon certified wage accounting reports. All construction debris shall be removed from the site upon completion.
7. **Electrical, Water, Sanitary Facilities:**

During construction at the site, the Contractor will furnish necessary power, water and sanitary facilities.
8. **Workmanship, Warranty:**

Equipment and workmanship warranty shall be for one year unless otherwise stated in manufacturer specifications.
9. **Bid Forms:**

All Bid Exhibits A through E must be submitted with the original bid. The City requires contractor to complete and notarize Exhibit "E" relating to Public Entity Crimes. Additional forms required in Sections E through H, for required Bid Bond and references, and copies of the Contract and Contract Bond forms are provided. Requirements for certificates of insurance are detailed in Section C - GENERAL CONDITIONS for Contractors and Sub-contractors.
10. **Contractors Registration with City of Temple Terrace:**

Prior to starting the construction, all contractors must be registered with the City of Temple Terrace Community Development Department and provide the City with a copy of the State of Florida (Department of Business and Professional Regulation) contractor card.
12. **Davis-Bacon Act Regulations Apply**- Prevailing Wage Requirements for Federally-Assisted Construction Projects (Contract requirement to pay prevailing wages and benefits per Federal DOL and submission of accounting of hourly wages paid by contractor and sub-contractors.) Weekly submission of certified wage accounting reports to Project Manager is required.

**Note:** Hillsborough County Community Development Block Grant Program Section 3 Affirmative Action Plan- Regulations apply if contract award exceeds \$100,000; requires Contractors signed agreement to comply.
12. **Project Manager Contact Information:**

The Project Manager will be the primary source of all information, determinations and decisions in matters regarding this project, as detailed in GENERAL CONDITIONS section of these documents. Dana Carver, Parks Planner, has been designated as Project Manager by the City and may be contacted at the Family Recreation Complex, 6610 E. Whiteway Drive, Temple Terrace, by phone at (813)506-6600 or 506-6620, or e-mail to dcarver@templeterrace.com.



The Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in the written "Notice to Proceed" of the Owner and to fully complete the project to the full satisfaction of the Owner, no later than sixty (60) days from start date specified in the Notice to Proceed, and no later than March 30, 2012. If not completed within the time stipulated, the Bidder further agrees to pay as liquidated damages the sum of \$200.00 for each consecutive calendar day thereafter as hereinafter provided in the Contract and General Conditions.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within thirty(30) days after the date of opening of bids, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute and deliver a Contract in the form attached as required by this document, in accordance with the bid as accepted, and that he will give bonds as specified, with good and sufficient sureties, all within ten (10) days after the prescribed forms are presented to him for signature.

Attached hereto is a \*certified check on the \_\_\_\_\_  
\_\_\_\_\_ Bank of \_\_\_\_\_ or a \*bid bond for  
the sum of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) made payable to the City of Temple Terrace, Florida.

Receipt is hereby acknowledged of the following addenda:

- No. 1 Date Received \_\_\_\_\_
- No. 2 Date Received \_\_\_\_\_
- No. 3 Date Received \_\_\_\_\_
- No. 4 Date Received \_\_\_\_\_

(SEAL)

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

\_\_\_\_\_  
Signature

By authorized agent (print name) \_\_\_\_\_

Title \_\_\_\_\_ Phone \_\_\_\_\_ Date \_\_\_\_\_

\* Fill in appropriate blank and strike out inappropriate ones. (check or bid bond)

**EXHIBIT "A"**

**CITY OF TEMPLE TERRACE**

**BID PROPOSAL - UNIT COST**

**BID #12-001**

**RIVERHILLS PLAYGROUND RENOVATION**

RIVERHILLS PARK, 329 S. RIVERHILLS DRIVE, TEMPLE TERRACE, FL 33617

| Item # | Description                                                                                                                                                                                                                                                                                                                                                   | Unit | Quantity | Unit Price | Total Price |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|-------------|
| 1      | Remove existing playground equipment as noted per sheet D1.                                                                                                                                                                                                                                                                                                   |      |          |            |             |
| 2      | Remove existing sand as per sheet D1 and regrade.                                                                                                                                                                                                                                                                                                             |      |          |            |             |
| 3      | Construct/install new hard-scape surfacing and safety surfacing.                                                                                                                                                                                                                                                                                              |      |          |            |             |
| 4      | Construct/install custom play components as per sheet H1, including Educational totem poles, Wavy bridge, Park Sign, and Water feature (with City-purchased GFRC Water feature boulders).                                                                                                                                                                     |      |          |            |             |
| 5      | * Assemble/install City-purchased playground equipment per sheet H1.                                                                                                                                                                                                                                                                                          |      |          |            |             |
| 6      | * Assemble/install City-purchased site furniture Plans Sheet H1.                                                                                                                                                                                                                                                                                              |      |          |            |             |
| 7      | Construct swale to divert water as per sheet G1.                                                                                                                                                                                                                                                                                                              |      |          |            |             |
| 8      | Provide and run sleeves for irrigation before pouring concrete.                                                                                                                                                                                                                                                                                               |      |          |            |             |
|        |                                                                                                                                                                                                                                                                                                                                                               |      |          |            |             |
|        | NOTE: Construction area must be enclosed by chain link fence at least 5 feet in height. Construction area must be enclosed from project commencement until substantial completion.                                                                                                                                                                            |      |          |            |             |
|        | * <b>Item #5:</b> City-purchased equipment includes: (as listed on sheet H1) <b>F.</b> "Corner Chair" <b>H.</b> "Water feature GFRC boulders" <b>K.</b> "Accessible Backhoe Digger" <b>M.</b> "Talk Tube" (set of 2) <b>N.</b> "Music Play Swirl" <b>O.</b> "Pole Trellis" (qty:7) <b>P.</b> Special-needs Swing Seat "JennSwing" <b>X.</b> Music Play "Mast" |      |          |            |             |
|        | * <b>Item #6:</b> City-purchased furniture includes: (as listed on sheet H1) <b>Q.</b> A.D.A Picnic Tables (qty:2) <b>R.</b> 6' Inground Bench (qty:2) <b>S.</b> 6' Bench Swing (qty: 1) <b>U.</b> Curved Bench (qty: 3)                                                                                                                                      |      |          |            |             |
|        | <b>NOTE:</b> Hardscape element on sheet H1, <b>L.</b> "Fitness Cluster" will be purchased by City and installation will be arranged and paid for by City.                                                                                                                                                                                                     |      |          |            |             |
|        | TOTAL ESTIMATED COST                                                                                                                                                                                                                                                                                                                                          |      |          |            | \$          |
|        | * CONTINGENCY ITEMS<br>(Attach additional page with details)                                                                                                                                                                                                                                                                                                  |      |          |            | \$          |
|        | <b>BASE BID</b>                                                                                                                                                                                                                                                                                                                                               |      |          |            | <b>\$</b>   |

**EXHIBIT "A" (Cont.)**

BID PROPOSAL

**ALTERNATES and ADDITIONS**

**BID #12-001**

**RIVERHILLS PLAYGROUND RENOVATION**

RIVERHILLS PARK, 329 S. RIVERHILLS DRIVE, TEMPLE TERRACE, FL 33617

| <b>ALTERNATES (Not Part of Base Bid)</b> |                                                                                                     |      |          |            |             |
|------------------------------------------|-----------------------------------------------------------------------------------------------------|------|----------|------------|-------------|
| Item #                                   | * Description                                                                                       | Unit | Quantity | Unit Price | Total Price |
| 1                                        | Area 2: Prep, regrade and install Safety Surfacing per instructions; install engineered fiber mulch |      |          |            |             |
| 2                                        | Area 2: Install "Add Alternate" landscaping (sheet L1) and associated irrigation                    |      |          |            |             |
| 3                                        | Area 3: Prep, regrade and install Safety Surfacing per instructions; install engineered fiber mulch |      |          |            |             |
| 4                                        | Area 1: Furnish and install custom placards w/graphics & pavers                                     |      |          |            |             |
| 5                                        | Hand watering to replace installation of irrigation systems.                                        |      |          |            |             |
| 6                                        | Provide and install landscaping as per sheet L1.                                                    |      |          |            |             |
| 7                                        | Provide and install irrigation as per sheet IR1. (Installation of sleeves is part of Base Bid.)     |      |          |            |             |

| <b>ADDITIONS (Not Part of Base Bid)</b> |                                                                                                                                                                                                                                             |      |          |            |             |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|-------------|
| Item #                                  | * Description                                                                                                                                                                                                                               | Unit | Quantity | Unit Price | Total Price |
| 1                                       | Construct and install custom entry facade two-sided "playhouse" structure                                                                                                                                                                   |      |          |            |             |
| 2                                       | Install new concrete walkway Area 1, ref: H1#6; per specs HD1 #7                                                                                                                                                                            |      |          |            |             |
| 3                                       | Assemble/install additional City-purchased playground equipment & furniture including:<br>Area 2: "OmniSpin Spinner; 20" Saddle Spinner (qty. 2); 6' In-ground bench; Special needs swing seat "JennSwing";<br>Area 3: Music play "Pegasus" |      |          |            |             |
|                                         |                                                                                                                                                                                                                                             |      |          |            |             |

**\* Specifications for Alternates & Additions are detailed in Plans & Specifications, including under HARDSCAPE MATERIALS ADD ALTERNATES Sheet H1.**

EXHIBIT "B"

Contractor to provide a list of Subcontractors with Bid Proposal:

**SUBCONTRACTORS:**

BUSINESS NAME & CONTACT NAME                      ADDRESS & PHONE                      TYPE OF WORK PERFORMED

|       |
|-------|
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NOTE: Davis-Bacon Act Regulations Apply - Prevailing Wage Requirements for Federally-Assisted Construction Projects (Contract requirement to pay prevailing wages and benefits per Federal DOL and submission of accounting of hourly wages paid by contractor and sub-contractors. Weekly submission of certified wage accounting reports is required.

Attach additional pages if necessary:

Note: Any subcontractor not listed above cannot be used on this project without prior approval by Owner and Project Manager.

Prepared and Submitted by:

Company \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Phone(s) \_\_\_\_\_



EXHIBIT "D"

CONTRACTOR LICENSE

Bidder shall submit the following license data.

Bidder's/Company's Name: \_\_\_\_\_

License / Certification issued in the name of

\_\_\_\_\_

**STATE OF FLORIDA** Certificate No. \_\_\_\_\_

Classification \_\_\_\_\_

Expiration Date \_\_\_\_\_

**HILLSBOROUGH COUNTY** Certificate No. \_\_\_\_\_

Classification \_\_\_\_\_

Expiration Date \_\_\_\_\_

If Bidder is not licensed:

Qualifier \_\_\_\_\_

State of Florida Certificate No. \_\_\_\_\_

Classification \_\_\_\_\_

Expiration Date \_\_\_\_\_

EXHIBIT "E"

CITY OF TEMPLE TERRACE, FLORIDA

SPECIAL CONDITIONS

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

Under Section 287.133(3) (a) of the State of Florida Statutes, all Vendors are required to submit on Form PUR 7068 a sworn statement to be signed in the presence of a notary public or other officer authorized to administer oaths.

No public entity shall accept any bid from, award any contract to, or transact any business, in excess of the threshold amount provided in section 287.017, F.S. for Category Two (currently \$10,000), with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3) (f), F.S. No public entity which was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list shall accept any bid from, award any contract to, or transact any business with any other person which is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

Effective July 1, 1989, prior to entering into a contract, in excess of the threshold amount for Category Two (currently \$10,000), to provide goods or services to a public entity, a person shall file a sworn statement with the contracting officer of that public entity on Form PUR 7068 to be promulgated by the Department of General Services by rule.

Form PUR 7068 is attached to this notice and must be returned with your bid package.

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

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

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)  
by \_\_\_\_\_  
(print individual's name and title)  
for \_\_\_\_\_  
(print name of entity submitting sworn statement)  
whose business address is \_\_\_\_\_

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of

goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.  
**(indicate which statement applies.)**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_, who, after first being sworn by me,  
**(name of individual signing)**

affixed his/her signature in the space provided above on this \_\_\_\_\_ day of

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

\_\_\_\_\_  
**NOTARY PUBLIC**

My commission expires:



IN WITNESS WHEREOF, the said \_\_\_\_\_

\_\_\_\_\_  
as Principle herein, has caused these presents to be signed in its name by  
its \_\_\_\_\_

and attested by its \_\_\_\_\_ under its corporate  
seal, and the said \_\_\_\_\_, as

Surety herein, has caused these presents to be signed in its name by  
its \_\_\_\_\_ and attested

in its name by its \_\_\_\_\_ under its  
corporate seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_ Title

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_ Title

Note: Surety companies must be authorized to transact business in the State of Florida.

SECTION F

REFERENCE FORM

BIDDER / COMPANY NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

**Bidders must complete the following information:**

Number of Years in Business \_\_\_\_\_

Number of Years at Current Location \_\_\_\_\_

Previous Company Name D/B/A \_\_\_\_\_

And/or Previous Location \_\_\_\_\_

Please list names and addresses of companies, agencies, etc., for whom you have performed similar work under contract within the last **three** years:

1. \_\_\_\_\_

\_\_\_\_\_

Dates services were performed: \_\_\_\_\_

Contact Names and Phone Numbers: \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

Dates services were performed: \_\_\_\_\_

Contact Names and Phone Numbers: \_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

Dates services were performed: \_\_\_\_\_

Contact Names and Phone Numbers: \_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

Dates services were performed: \_\_\_\_\_

Contact Names and Phone Numbers: \_\_\_\_\_

5. \_\_\_\_\_

\_\_\_\_\_

Dates services were performed: \_\_\_\_\_

Contact Names and Phone Numbers: \_\_\_\_\_

SECTION G

CONTRACT

THIS AGREEMENT, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, BY AND BETWEEN THE City of Temple Terrace, Florida, hereinafter called the Owner, and \_\_\_\_\_, hereinafter called the Contractor.

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. That the Contractor shall furnish all the materials and perform all of the Work for **Riverhills Playground Renovation**, including demolition of old and construction of new park playground including walkways, swale, drainage, features, and structures, and installation of surfacing, utilities, landscaping, amenities, and assembly and installation of City-purchased playground equipment, and all other work in full and complete accordance as provided by the following enumerated Plans, Specifications and Documents, which are attached hereto and made a part hereof, as if fully contained herein:  
  
Advertisement of Bids; Instruction to Bidders;  
General Conditions; Supplementary General Conditions;  
Technical Specifications, the Proposal and acceptance thereof;  
and the Plans.
2. That the Contractor shall commence the Work to be performed under this Agreement on a date to be specified in a written order of the Owner and shall fully complete all work hereunder, to the full satisfaction of the Owner within sixty (60) calendar days of date specified in notice to proceed, and no later than March 30, 2011.
3. That the Owner hereby agrees to pay the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the amount of \_\_\_\_\_ (\$\_\_\_\_\_), based on the estimated quantities and unit or lump sum prices contained herein.
4. As outlined in Section C-26.4, the Owner shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, LESS ten percent (10%) of the amount of such estimate, which is to be retained by the Owner until all work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the Owner.
5. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, final payment on account of this Agreement shall be made within sixty (60) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such Work by the Owner.

**Davis-Bacon Act Regulations Apply**- Prevailing Wage Requirements for Federally-Assisted Construction Projects. (Contract requirement to pay prevailing wages and benefits per Federal DOL and weekly submission of certified accounting of hourly wages paid by contractor and sub-contractors.)

6. It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction of the Work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of Two Hundred Dollars (\$200.00) per day for each day thereafter, Sundays and Holidays included, that the Work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the Work within the time stipulated, and this sum is not a penalty, being the liquidated damages the Owner will have sustained in event of such default by the Contractor.
  
7. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at the Contractor's expense, within five days after the receipt of notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.
  
8. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the Owner.
  
9. IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, and such of them as are corporations have caused these present to execute this Agreement as their duly authorized officers.

| <u>OWNER</u>                   | <u>CONTRACTOR</u> |
|--------------------------------|-------------------|
| By _____                       | By * _____        |
| Title _____ City Manager _____ | Title _____       |
| Attest: _____                  | Attest: _____     |
| Title _____ City Clerk _____   | Title _____       |

\* If the Contractor is an individual and the signer is someone other than the Contractor, there shall be attached to the Contract a duly authenticated Power of Attorney to execute such Contract for and on behalf of the Contractor. If the Contractor is a Partnership, each Partner shall sign the Contract, or there shall be attached a duly authenticated Power of Attorney evidencing the authority of the signer to sign each contract for and on behalf of the Partnership.

If the Contractor is a Corporation, its President or Vice-President shall execute the agreement in the name of the Corporation, and it should be attested and its Corporate Seal affixed by its Secretary or Assistant Secretary.

SECTION H

CONTRACT BOND

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

KNOW ALL MEN BY THESE PRESENTS:  
That we,

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

\_\_\_\_\_  
(hereinafter called the "Surety") are held and firmly bound unto the City of Temple Terrace, Florida (hereinafter called the "Owner"), in the penal sum of:

\_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) )  
for the payment of which we bind ourselves, our respective heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written contract, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into between the Principal and the City of Temple Terrace for **Riverhills Playground Renovation** project FOR THE CITY OF TEMPLE TERRACE, FLORIDA, a copy of which said contract is made a part hereof as if fully set forth herein (the "Contract").

NOW, THEREFORE, THE CONDITIONS OF THESE OBLIGATIONS ARE SUCH, THAT, if the Principal shall in all respects comply with the terms and conditions of the Contract and (his) (its) obligations thereunder, including, but not limited to, the one-year warranty, as provided under the Contract, guaranteeing the Work performed and materials provided under the Contract and the documents referred to and incorporated in the Contract (the "Contract Documents"), which Contract Documents include, but are not limited to, the Advertisement of Bids, Form of Proposal, Form of Contract, Form of Surety Bond, Instructions to Bidders, General Conditions and Technical Specifications, and the plans and specifications therein provided for, and shall indemnify and save harmless the said Owner against and from all costs, expenses, damages, liability, injury or conduct, want of care or skill, negligence or default, including patent, infringements on the part of the said Principal, its agents or employees, in the execution or performance of the Contract, including errors in the plans furnished by the Principal, its agents, or employees, in the execution or performance of the Contract, and further, if such Principal shall promptly make payments to all persons, supplying him, them or it, labor, materials and supplies, used directly or indirectly by said Principal, or its Subcontractor or Subcontractors in the prosecution of the Work provided for in the Contract, this obligation shall be void; otherwise, the Principal and Surety jointly and severally agree to pay to the Owner any difference between the sum to which the said Principal would be entitled on the completion of the Contract and that which the Owner may be obliged to pay for the completion of said Work pursuant to the Contract or otherwise, and any damages, direct or indirect, or consequential, which the said Owner may sustain on account of such Work, or on account of the failure of the said Principal to properly and in all things keep and execute all the provisions of the Contract.

And the said Principal and Surety hereby further bind themselves, their respective successors, executors, administrators, and assigns, jointly and severally that they will indemnify and fully protect the said Owner against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damages arising from the performance of said Work or of the repair or maintenance thereof; or the manner of doing the same or the neglect of the said Principal or the Principal's agents or employees or the improper performance of the said Work by the Principal or the Principal's agents or employees, or the infringement of any patent rights by reason of the use of any materials furnished, or work done, as aforesaid, or otherwise.

And the said Principal and Surety hereby further bind themselves, their respective successors, heirs, executors, administrators and assigns, jointly and severally, to repay the Owner any sum to which the Owner may be compelled to pay because of any lien for labor or material furnished for the Work embraced by the Contract. And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications.

This Bond, furnished for a public works project, is executed pursuant to Section 255.05, Fla. Stat. Reference is hereby made to Section 255.05, Fla. Stat. for the notice and time limitation provisions contained in the Statute.

IN TESTIMONY WHEREOF, witness the hands and seals of the parties hereto this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
PRINCIPAL

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

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

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

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

SECTION I

**STATEMENT OF NO BID**

TO CITY OF TEMPLE TERRACE  
FOR

**BID #12-001**

**Riverhills Playground Renovation** at Riverhills Park  
329 S. Riverhills Dr., Temple Terrace, FL 33617

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF BIDS TO: City of Temple Terrace, City Clerk's Office, P. O. Box 16930, Temple Terrace, Florida 33687-6930 or 11250 N. 56<sup>th</sup> Street, Temple Terrace, FL 33617.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID FOR THE FOLLOWING REASON(S):

- \_\_\_\_\_ SPECIFICATIONS ARE TOO "TIGHT", i.e. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (**Please explain reason below**)
- \_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO INVITATION TO BID
- \_\_\_\_\_ WE DO NOT OFFER THIS PRODUCT OR EQUIVALENT.
- \_\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- \_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS
- \_\_\_\_\_ UNABLE TO MEET BOND REQUIREMENTS
- \_\_\_\_\_ SPECIFICATIONS UNCLEAR (**Please explain below**)
- \_\_\_\_\_ OTHER (**Please specify below**)

REMARKS:

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

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Typed Name and Title

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Company Name

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Address

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Signature

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