

**CONTRACT FORMS
AND
SPECIFICATIONS**

CONN BEACH DUNE RESTORATION

BID NO. 040-11/JV

**CITY OF VERO BEACH, FL
DEPARTMENT OF PUBLIC WORKS
PROJECT NO. 2010-19**



JANUARY 2011

CONTRACT FORMS
AND
SPECIFICATIONS

CONN BEACH DUNE RESTORATION

BID NO. 040-11/JV

CITY OF VERO BEACH, FL
DEPARTMENT OF PUBLIC WORKS
PROJECT NO. 2010-19

PREPARED BY

DEPARTMENT OF PUBLIC WORKS

MAYOR – JAY KRAMER

VICE MAYOR – PILAR E. TURNER

COUNCIL MEMBERS:

BRIAN T. HEADY

CRAIG FLETCHER

TRACY M. CARROLL

INTERIM CITY MANAGER – MONTE K. FALLS

CITY CLERK – TAMMY VOCK

CITY ATTORNEY – CHARLES VITUNAC

DIRECTOR OF PUBLIC WORKS – MONTE K. FALLS

JANUARY 2011

TABLE OF CONTENTS

CONTRACT DOCUMENTS

Contract Forms

Pages

Invitation to Bid	INV
Addendum as Required	AD
Instructions to Bidders	IB
General Conditions	GC
Supplementary General Conditions	SGC
Insurance Required	I
Questionnaire	Q
Drug Free Workplace Compliance Form	DF
Certification of Non-segregated Facilities	CNF
Equal Opportunity Report Statement	EEO
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	DBS
Bid Proposal	BP
Bid Bond	BB
Form of Agreement	FA
Payment and Performance Bond	BOND
Waiver and Release of All Claims Upon Final Payment	WR
Final Payment Request by Contractor	FPC
Periodic Estimate for Partial Payment	PE
Technical Specifications	SPEC

CITY OF VERO BEACH, FLORIDA

**INVITATION TO BID
BID NO. 040-11/JV**

Sealed Bids will be received by the Manager of Purchasing, 3455 Airport West Drive, Vero Beach, Florida, 32960, until 2:30 p.m., Thursday, February 3, 2011 and subsequently opened in a meeting to be held in the T&D Conference Room for the following:

CONN BEACH DUNE RESTORATION

DEPARTMENT OF PUBLIC WORKS PROJECT NO. 2010-19

All material and equipment furnished and all work performed shall be in strict accordance with the contract documents pertaining thereto, which may be obtained from DemandStar or the office of the City Engineer, 1053 20th Place, Vero Beach, Florida 32960, (772) 978-4870 on or after Thursday, January 20, 2011.

A pre-bid conference will be held at 10:00 a.m. on Thursday, January 27, 2011 on-site at the south end of the Conn Beach boardwalk, Vero Beach, Florida.

All Bids shall be submitted in duplicate on the Bid Proposal forms provided within the Specifications. A Bid Bond must accompany each Bid and be properly executed by the Bidder and by a qualified Surety, or a certified or cashier's check on any State or National Bank, or an irrevocable letter of credit, in the sum of not less than five percent (5%) of the total amount Bid, made payable to the City of Vero Beach. This Bid Bond will guarantee that the Bidder will not withdraw from the competition after the opening of Bids. In the event the Contract is awarded to the Bidder, said Bidder shall enter into a Contract, under the terms and conditions established herein, with the City and furnish the required Payment and Performance Bonds. Failure to do so will result in forfeiture of said Bid Bond as liquidated damages. The Bid Bond requirements shall be waived if the Bid is in a sum of less than \$25,000.

A 125% Payment and Performance Bond is required for Contracts \$25,000 and above, based on the construction cost estimated by the Bidder. This bond shall be with a Surety insurer authorized to do business in the State of Florida. In place of the bond, an irrevocable letter of credit from a qualified lending institution for 125% of Bid may be submitted. If the Contract is awarded in a sum of less than \$25,000, the Payment and Performance Bond requirements shall be waived and only a single, final payment will be made.

All Bidders/Contractors submitting proposals must be authorized to do business in the State of Florida. If said Bidder/Contractor is a corporation, partnership or limited liability company, they must be in continuous good standing, active and current with the state of their incorporation or registration and with the State of Florida, and must keep their active and current status throughout the term of the contract.

Bids must be sealed and plainly marked "**CONN BEACH DUNE RESTORATION, DEPARTMENT OF PUBLIC WORKS PROJECT NO. 2010-19, BID NO. 040-11/JV**" on the outside of the envelope and addressed as follows:

By Mail:

City of Vero Beach
Manager of Purchasing
P.O. Box 1389
Vero Beach, FL 32961-1389

By Courier:

City of Vero Beach
Manager of Purchasing
3455 Airport West Drive
Vero Beach, FL 32960

The City reserves the right to delay awarding of the Contract for a period of sixty (60) days after Bid Opening, to waive informalities in any Bid, or reject any or all Bids in whole or in part with or without cause and/or to accept the Bid that, in its judgment, will serve the best interest of the City of Vero Beach, Florida. Notwithstanding any clause or statement to the contrary, or in the event of any conflict, inconsistency or need for interpretation concerning any Bid or Bid-related documents, the provisions of Section 2-351, Vero Beach Code concerning Bidding Procedures and this Invitation to Bid shall control in this order.

Issued at Vero Beach, Florida this 11th day of January, 2011.

CITY OF VERO BEACH, FLORIDA

MONTE K. FALLS
INTERIM CITY MANAGER

INDEX

INSTRUCTIONS TO BIDDERS

<u>Paragraph No.</u>	<u>Paragraph Title</u>	<u>Page No.</u>
1.	General	IB-1
2.	Definition of Terms	IB-1
3.	Examination of Site and Contract Documents	IB-1
4.	Interpretation of the Approximate Quantities	IB-2
5.	Interpretations, Inconsistencies and Addenda	IB-2
6.	Public Entity Crimes	IB-2
7.	Preparation of Bids	IB-2
8.	Notice-to-Proceed	IB-3
9.	Bid Pricing	IB-3
10.	Submission of Bids	IB-3
11.	Familiarity With Laws	IB-3
12.	Rejection of Bids	IB-3
13.	Withdrawals and Modifications	IB-4
14.	Contract Award	IB-4
15.	Term and Renewal	IB-4
16.	Subletting or Assigning of Contract	IB-4
17.	Patent Fees, Royalties and Licenses	IB-4
18.	Payment and Performance Bond	IB-5
19.	Testing	IB-5
20.	Drawings and Specifications Furnished by the City for Construction	IB-6
21.	Invoices for Materials On-Site	IB-6
22.	Non-Segregated Facilities	IB-6
23.	Liens	IB-6

INSTRUCTIONS TO BIDDERS

1. **GENERAL:** The following instructions are given for the purpose of guiding Bidders in properly preparing their bids or proposals. This bid is for the placement of beach fill on Conn Beach following erosion. The City reserves the right to award a Contract or issue Work Orders for the project as may be determined to be in the City's best interest. These Instructions and the Invitation to Bid shall be binding on all Bidders and incorporated into and made part of the Contract.

Authorization to begin this project and the completion date are subject to a permit being issued by the Florida Department of Environmental Protection, the permit conditions and the regulations concerning the sea turtle nesting season. Typically, all work on the beach must be completed before March 1st.

2. **DEFINITION OF TERMS:** In addition to the definitions contained within the General Conditions of the Contract, which are incorporated herein, the following definitions are provided:
 - A. Addendum - A modification of the Contract Documents issued in writing by the Engineer prior to the opening of the bids.
 - B. Bid Opening - The time and place for the opening of bids, as described in the Invitation to Bid.
 - C. Bid Proposal - The offer of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
 - D. Bidder - Any person, firm, or corporation submitting a Bid Proposal for the work.
 - E. Contract Awardee (Contractor) - The Bidder to whom the City awards the Contract.
 - F. Manager of Purchasing - The Manager of Purchasing for the City or his designee, 3455 Airport West Drive, Vero Beach, Florida.
 - G. Work Order – A written document by the Director of Public Works or his designee, authorizing and specifying the scope of a portion of the proposed work.
3. **EXAMINATION OF CONTRACT DOCUMENTS:** The Bidder is required to examine carefully any and all Contract Documents. Ignorance on the part of the Bidder will in no way relieve him of the obligations and responsibilities assumed under the Contract.

4. INTERPRETATION OF THE APPROXIMATE QUANTITIES: The Bidder's attention is called to the fact that any of the quantities of work shown on the Bid Schedule are approximate only, are for the purpose of establishing the basis of a contract award and are not guaranteed. For each unit of work contained in the Bid Schedule, the City has the right to require greater or fewer units of work to be performed than the quantities listed.
5. INTERPRETATIONS, INCONSISTENCIES AND ADDENDA: The Bidder must request interpretations or clarifications regarding the Contract Documents and any Specifications received prior to Bid Opening in writing from the Engineer. To be considered such request must be received at least four (4) days prior to Bid Opening. Any and all interpretations and supplemental instructions will be issued in the form of written addenda, which will be sent to all prospective Bidders (at the address furnished by the Bidder) not later than three (3) days prior to the date fixed for the opening of bids. The failure of any Bidder to receive any such addenda shall not relieve the Bidder from the obligation to comply with the terms of the addenda in addition to all other Contract Documents, should the Bidder submit a Bid and become the Contract Awardee. All addenda so issued shall become a part of the Contract Documents. The City shall not be bound by any oral interpretations or clarifications.
6. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.133 or CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
7. PREPARATION OF BIDS: The work under this Contract shall consist of discrete portions of identifiably separate work, each portion being the subject of a Work Order issued by the Director of Public Works. The bid schedule has been prepared as the approximate amount of total work for a one-year term of the Contract. All bids shall include the Bid Proposal and such other forms and statements, such as the Questionnaire, Certification of Non-segregated Facility, Bid Bond and Sworn Statement, as are herein provided or otherwise required.

Only one bid from any individual, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any individual, partnership or corporation has an interest in more than one bid for the work contemplated, the City may reject all bids in which such individual, partnership or corporation has such interest.

8. NOTICE TO PROCEED:

A Notice-to-Proceed document containing the commencement date and the time of completion will be issued or discussed at the preconstruction meeting or soon thereafter, so long as the Contractor has provided all bonding and insurance documentation.

9. BID PRICING: The Bid Price shall include the purchase (where applicable), handling, transportation and delivery of all materials, equipment, tools, including applicable taxes, necessary or proper for the completion of the work except as may be otherwise expressly provided for in the Contract Documents. The Bid Prices shall be construed as including all of Contractor's direct and indirect costs of doing the work, together or separately as may be required, including such costs as insurance, obtaining required permits, testing, etc., unless otherwise expressly provided in the Contract Documents.

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

The City may consider bids as non-responsive if they contain serious omission, unauthorized alterations of form, unauthorized alternate bids, incomplete or unbalanced bid pricing (including via escalator clauses), or irregularities of any kind.

10. SUBMISSION OF BIDS: All Bid proposals must be delivered to the Manager of Purchasing, T&D Facility, 3455 Airport West Drive, Vero Beach, Florida, by the date and time indicated on the Invitation to Bid. Bidders must allow sufficient time for the Manager of Purchasing to time-stamp the sealed Bid by the time indicated in the Invitation to Bid
11. FAMILIARITY WITH LAWS: The Bidder is assumed to be familiar with all federal, state and local laws and regulations that may affect the work. The Contract Documents may describe some of these laws and regulations; however, the Bidder is responsible for knowing and complying with any and all such laws and regulations. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith. Prices for all items must be submitted in order for the bid to be considered as complete.
12. REJECTION OF BIDS: The City reserves the right to reject any bid if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to complete the work. Any or all Proposals may be rejected if there is reason to believe that collusion exists among the Bidders. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or irregularities of any kind. The City reserves the right to reject any or

all Proposals and to waive such technical errors as may be deemed best for the interest of the City.

13. WITHDRAWALS AND MODIFICATIONS: Any Bidder may, without prejudice to himself, withdraw or modify his Proposal at any time prior to Bid Opening by physically delivering written notice of withdrawal or the written modification in writing to the Manager of Purchasing. All written requests for withdrawal and written modifications must be signed by a person duly authorized to make such withdrawal or modification; and, in case signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification.
14. CONTRACT AWARD: The Contract Awardee, if any, shall execute the Contract and provide a certificate of insurance as herein required, within ten (10) days after receiving the Contract for execution. If the Contract Awardee fails to execute the Contract or furnish the bonds within such time, the City may annul the award or take any other actions as authorized under Section 2-351 (5) of the Vero Beach Code, including the award of the Contract to another Bidder. The new Contract Awardee, if any, shall fulfill every stipulation embraced herein as if he were the original party to whom award was made.

If the Contract Awardee is a corporation, it shall furnish certificates as to its corporate existence and evidence that the officer signing the contract is authorized to do so on behalf of the corporation.
15. TERM AND RENEWAL: The term for the work specified is for 30 calendar days from the date of the Notice-to-Proceed at the prices bid in the Bid Proposal Schedule.
16. SUBLETTING OR ASSIGNING OF CONTRACT: The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof or the work provided for therein or of any part or all of his right, title or interest therein without the express written consent of the City. Any such attempt without the express written consent of the City shall be void ab initio and shall allow the City, at its option, to void the Contract.
17. PATENT FEES, ROYALTIES AND LICENSES: If the Contractor requires or desires to use any design, trademark, material or process covered by letters of patent or copyright, the Contractor and his Surety shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented designs, trademark, mentioned or processed in connection with the work agreed to be performed under the Contract and shall indemnify the City from any costs, expense or damage which he may be obliged to pay by reason of any infringement at any time during the prosecution of, or after completion of, the work.

18. PAYMENT AND PERFORMANCE BOND: The Contractor shall furnish the Payment and Performance Bond required herein within ten (10) days after receiving the Contract for execution.

The Payment and Performance Bond shall ensure that the Contractor shall pay all of the debts the Contractor incurs under the Contract for any goods, materials, equipment, or services (other than labor furnished from any employee of the Contractor) provided to or on behalf of the Contractor. Said Payment and Performance Bond shall also ensure that Contractor shall perform any and all contractual obligations, including with respect to guarantee, and shall continue in effect for one (1) year after completion and acceptance of the work. Alternatively, the City at its sole discretion may allow the Contractor to terminate the initial Payment and Performance Bond and provide a new Performance Bond for the one (1) year guarantee period in an amount less than the value otherwise required herein.

In accordance with Florida Statute, Section 255.05(1)(a), when the City requires a Payment and Performance Bond, the City must ensure such Bond states:

1. The CONTRACTOR'S (a) NAME, (b) PRINCIPAL BUSINESS ADDRESS, and (c) PHONE NUMBER;
2. The SURETY;
3. The OWNER of the property being improved;
4. The CONTRACTING PUBLIC ENTITY;
5. The assigned CONTRACT NUMBER (by the Contracting Public Entity);
6. A DESCRIPTION OF THE PROJECT sufficient to identify it;
7. If applicable, (a) a PROPERTY DESCRIPTION and (b) STREET ADDRESS of the property being improved; and
8. A GENERAL DESCRIPTION of the IMPROVEMENT(S).

In addition, **prior to permitting work to commence**, the City must ensure:

1. The surety insurer is AUTHORIZED TO DO BUSINESS in the State of Florida;
 2. The Contractor RECORDS (in the public records of the county where the improvement(s) is/are located) the Payment and Performance Bond; and
 3. The Contractor (a) EXECUTES and (b) DELIVERS to the PUBLIC OWNER the Payment and Performance Bond to the City;
19. TESTING: Bidders are directed to review the Testing paragraph of the General Conditions Section of the Contract.

20. DRAWINGS AND SPECIFICATIONS FURNISHED BY THE CITY FOR CONSTRUCTION: The City, at no charge, shall furnish three (3) sets of Construction Drawings.
21. INVOICES FOR MATERIALS ON-SITE: To receive approval for progress payment on component material on-site, the Contractor is required to submit copies of the original paid invoices with the monthly estimate for all material to be approved for payment. This requirement applies to both lump sum and unit price items.
22. NON-SEGREGATED FACILITIES: The Contractor and each subcontractor shall comply with the Certification of Non-segregated Facilities supplied in these Contract Documents and this Certification shall be a part of the Contract Documents. By submission of a bid, the Bidder and all subcontractors certify that they have familiarized themselves with the certification and that they will comply with the requirements set forth in the Certification.
23. LIENS: Because the work called for under the Contract is "public work" under Chapter 255, Florida Statutes, the Contractor shall insert the following paragraph in all subcontracts hereunder:
- "Notice: Claims for labor, materials and supplies cannot be asserted against the City of Vero Beach and are subject to proper prior notice to (Contractor's Name) and to (Contractor's Surety Company Name), Surety, pursuant to Chapter 255 of Florida Statutes. This paragraph shall be inserted in every subcontract hereunder."

INDEX

GENERAL CONDITIONS

<u>Paragraph No.</u>	<u>Paragraph Title</u>	<u>Page No.</u>
1.	Definition of Terms	GC-1
2.	Schedule of Work	GC-2
3.	Extension of Time	GC-3
4.	Control, Supervision, and Inspection of the Work	GC-3
5.	Superintendents	GC-3
6.	Subcontractors	GC-3
7.	Employees	GC-4
8.	Changes in Scope of Work; Extra Work	GC-4
9.	Payment for Extra Work	GC-5
10.	Omitted Work	GC-6
11.	Termination of Contract	GC-6
12.	Safety; Maintaining the Site	GC-7
13.	Risk of Loss	GC-8
14.	Suspension of Work	GC-9
15.	Cleanup of Site	GC-9
16.	Royalties and Patents	GC-9
17.	Indemnification	GC-9
18.	Materials and Manufactured Articles; Substitution Thereof	GC-9
19.	Supplementary Drawings	GC-10
20.	Contract Drawings and Interpretation of Drawings and Specifications	GC-11
21.	Contractor to Check Drawings and Data	GC-11
22.	Disputed Work	GC-11
23.	No Waiver of Legal Rights	GC-12
24.	Conflicts & Precedence of Contract Documents	GC-12
25.	Conformity with Drawings and Deviations Therefrom	GC-13
26.	Defective Work	GC-13
27.	Coordinating with Other City Projects	GC-14
28.	Distribution of Work	GC-14
29.	Tools, Plant, Equipment	GC-15
30.	Testing	GC-15
31.	Measurements Outside Authorized Limits	GC-15
32.	Miscellaneous	GC-15

GENERAL CONDITIONS

1. **DEFINITION OF TERMS:** Where the following terms, or their pronouns, occur herein or in any of the Contract Documents, they shall have the following meanings:
 - A. Change Order - A written order issued by the Engineer to the Contractor directing certain changes, additions, or reduction in the work.
 - B. City - City of Vero Beach, P.O. Box 1389, Vero Beach, Florida 32961-1389.
 - C. Commencement Date - The date on which the Contractor may start the Work, as described in the Notice to Proceed.
 - D. Completion Date - The date on which all Contract work, other than guarantee and maintenance work, is required to be completed.
 - E. Contract - The written agreement between the City and the Contractor covering the work to be performed, including all Contract Documents.
 - F. Contract Documents - All forms and documents comprising the Contract, including Invitation to Bid, Addendum as Required, Instructions to Bidders, General Conditions, Supplementary General Conditions, Insurance Required, Questionnaire, Drug Free Workplace Compliance Form, Certification of Non-segregated Facilities, Equal Opportunity Report Statement, Trench Safety Act, Bid Proposal, Bid Bond, Form of Agreement, Waiver and Release of All Claims Upon Final Payment, Final Payment Request by Contractor, and Periodic Estimate for Partial Payment, Technical Specifications, Drawings, Change Orders, Notice to Proceed and Work Orders.
 - G. Contractor - The individual, partnership, or corporation who, by executing the Contract, agrees to perform the work described therein.
 - H. Drawings (Plans) - The drawings and reproductions thereof, prepared by the Engineer, describing the locations, character, dimensions and details of the work to be done under this Contract, including record and Supplemental Drawings and in addition, all Shop Drawings submitted by the Contractor and approved by the Engineer.
 - I. Engineer (City Engineer) - City of Vero Beach, Department of Public Works, 1053 20th Place, Vero Beach, Florida 32960, which shall be the City's designee unless otherwise noted herein.

- J. Extra Work - Work not included as a unit of work described in the Bid Schedule and not reasonably related to or incidental to such work.
 - K. Final Acceptance - Final approval and acceptance of the Project by the City of Vero Beach City Council. Unless otherwise specifically designated, it shall be the date on which the City Council authorizes Final Payment.
 - L. Notice to Proceed - A written notice issued by the City, designating work to be completed, the Commencement Date, the Time of Completion, and the Completion Date.
 - M. Right-of-Way - A strip of land dedicated, deeded, used or to be used for a street, alley, walkway, boulevard, or for ingress and egress by the public, certain designated individuals or governing bodies.
 - N. Site - The area upon or in which the Contractor is to perform the work and such other areas adjacent thereto as may be designated as such by the Engineer.
 - O. Specifications - All of the technical requirements and standards of performance applying to the work as hereinafter detailed, designated by reference (e.g., on Drawings), or which may be stated in an Addendum.
 - P. Subcontractor - Any individual, partnership, or corporation other than the Contractor's employees, who contracts with the Contractor to furnish, or actually furnishes, labor, materials or equipment, or any combination thereof, in connection with the work performed under the Contract.
 - Q. Substantial Completion - The date on which the Project is substantially complete and ready for continuous use as determined by the Engineer. Also the date on which the Contract Time stops.
 - R. Time of Completion - The total number of calendar days from and including Commencement Date through the Completion Date.
 - S. Work - Everything expressly or implicitly required to be done by the Contractor under this Contract, including furnishing (where required) and installing materials, as well as any extra work properly authorized by the City.
2. SCHEDULE OF WORK: At the pre-construction meeting, the Contractor shall provide the Engineer with a work schedule setting out in detail his plan for completing the work by the Completion Date. This work schedule shall be reviewed by the Engineer, and once approved, shall serve as a guide to the progress of construction and the performance of the Contractor.

3. EXTENSION OF TIME: The Contractor shall not be entitled to any claim for damages for any hindrances or delay from any cause whatsoever, but such hindrance or delay may entitle him to an extension of Contract Time and a recalculation of the Completion Date. Said extension shall be, as determined by the City, sufficient to compensate for the delay provided it shall have immediate notice in writing from the Contractor, of the cause and the probable length of the delay.
4. CONTROL, SUPERVISION, AND INSPECTION OF THE WORK:
 - A. The Engineer shall have full control and direction of the work in all respects. The Engineer shall furnish all Drawings and Specifications necessary to carry out and complete the work, unless otherwise specified herein, and shall have the right to supervise the work as the City deems necessary.
 - B. The Engineer shall at all times have the right to inspect the work and the site. If requested by the Engineer, the Contractor shall uncover any of the work for inspection and replace same, all at the Contractor's expense. The Contractor shall furnish all reasonable means for obtaining such information as the Engineer may desire, respecting the quality of the work and materials and the manner of conducting the work. Neither the Engineer, nor any other employee or agent of the City, shall have the power to waive the Contractor's obligation to properly perform the work as herein prescribed.
 - C. The Contractor shall perform night work as directed by the Engineer or City.
 - D. The City's right to inspect and supervise shall not relieve the Contractor from his responsibilities and obligations under the Contract. The City shall not be responsible for the safety of the workmen, the safe guarding of the work, or the proper performance of the Contractor.
5. SUPERINTENDENTS: When the Contractor is not present at the site, any orders given by the Engineer to the Contractor's foremen or superintendents shall be strictly obeyed and shall be treated in all respects as if given to the Contractor. Furthermore, the Contractor shall provide an emergency phone number to allow contact with him or his representative at times when he is not on the site.
6. SUBCONTRACTORS:
 - A. The Contractor shall not sublet the whole or any part of the work without the written consent and approval of the City. In all cases, the Contractor shall give his personal attention to the work, the subcontractors being

considered as foremen employed by the Contractor and liable to be discharged by the City for neglect of duty or incompetence or misconduct.

- B. The Contractor, within 30 days after the award of the Contract or at the pre-construction meeting, whichever occurs first, shall furnish to the Engineer in writing for the Engineer's review, a list of the subcontractors proposed for the principal portions of the work. After reasonable investigation, the Engineer shall promptly notify the Contractor in writing whether any or all subcontractors are rejected by the City. The City shall have the right to reject any such substitutes based on reasonable objection. Failure of the Engineer to so notify the Contractor within two weeks after receipt of the list herein described, shall constitute acceptance by the City of any and all subcontractors listed.
 - C. The Contractor shall promptly furnish for the Engineer's review, a list of any subcontractors which the Contractor proposes to use in place of any subcontractors rejected by the City as described above. The Contractor shall not change the contract price due to any substitutions in subcontractors.
 - D. After acceptance of any subcontractor by the City, the Contractor shall not replace the subcontractor with a new subcontractor without the written approval of the City Engineer.
7. EMPLOYEES: None but skilled foremen and workmen shall be employed on work requiring special qualifications. Any person employed on the work who fails, refuses, or neglects to obey the instructions of the Engineer in anything relating to this work, or who appears to the Engineer to be disorderly, insubordinate, unfaithful, or incompetent, shall upon the order of said Engineer be at once discharged and not again employed on any part of the work. Any interference with, or abusive or threatening conduct toward any employee or agent of the City by the Contractor or his employees or agents, shall be authority for the City to annul the Contract and relet the work.
8. CHANGES IN SCOPE OF WORK; EXTRA WORK: While the City has tried to anticipate all work required under and during the term of this Contract, the parties understand and agree that the work required herein may require, without notice to the sureties, the performance of extra work or the omission of work previously required. The City may, at any time and without notice to the sureties, require changes in the scope of work under this Contract, as the City may find necessary or desirable. Such changes may include the omission of work previously required.
- A. The City shall notify Contractor of the change in scope via a Change Order, which shall become a part of the Contract Documents. If a Change

Order directs Contractor to omit work, the Contractor shall refrain from performing it.

- B. Contractor shall perform extra work only pursuant to the issuance, by the City, of a Change Order. However, if the net effect of said change in scope will not result in a price increase, then authorization for the change in scope may be given by the City Engineer in written form. Records of any extra work performed by Contractor shall be reviewed by the Contractor and the Engineer. Duplicate copies of accepted records will be made and signed by both Contractor or his representative and the Engineer, and one copy will be retained by each.
 - C. Payment for extra work performed shall be calculated as described in General Conditions Article 9, so long as the Contractor submits a claim of payment upon certified statement supported by receipted bills. Such statements shall be submitted simultaneously with any materials submitted for progress payments as described in the Form of Agreement, for the preceding month's extra work.
9. PAYMENT FOR EXTRA WORK: If the City issues a Change Order for the performance of extra work as described in General Conditions Article 8, payment shall be based upon any mutually agreed upon lump sum or, if the parties cannot mutually agree upon sum, then by the following method, designed to provide Contractor his direct costs plus a ten percent (10%) profit:
- A. Contractor shall receive an amount for labor cost, based on the current local hourly wage rate, as agreed upon by Contractor and the City prior to starting such work, for all labor and foremen in direct charge of the authorized operations.
 - (1) Contractor shall receive said amount for Contractor's or any subcontractor's labor and foremen.
 - (2) Contractor shall provide documentation satisfactory to the City as to the hours actually worked.
 - B. Contractor shall receive an amount equal to fifteen percent (15%) of the total labor cost, as computed in Sub-Article (A) above, for costs of general supervision and the furnishing and use of small tools and miscellaneous equipment such as picks, shovels, hand pumps and similar items.
 - C. Contractor shall receive an amount equal to the actual cost of materials delivered, except for any materials furnished by the City. Contractor shall document such costs to the City's reasonable satisfaction.

- D. Contractor shall receive an amount equal to the rental price paid by Contractor for any rented special equipment and machinery used by Contractor or any subcontractor, such as power driven pumps, concrete mixers, trucks and tractors, or other equipment, as was required for the economical performance of the authorized work.
 - E. Contractor shall receive a profit percentage of ten percent (10%) of the sum of Sub-Articles (A) through (E) of this Article.
 - F. Contractor's total reimbursement shall be the sum of SubArticles A through E of this Article.
10. OMITTED WORK: The City may, at any time and without notice to the Sureties, require the omission of such Contract work as it may find necessary or desirable. All work so ordered must be omitted by the Contractor. The amount by which the Contract price shall be reduced shall be determined as follows:
- A. By such applicable unit prices, if any, as are set forth in the Contract; or
 - B. If there are no applicable unit prices, then by an appropriate lump sum or pro-rata lump sum price, if any, set forth in the Contract; or
 - C. If no applicable prices exist (as in A. or B. above) then the cost of such omitted work may be determined by the City in a fair and reasonable manner.
11. TERMINATION OF CONTRACT:
- A. The occurrence of any of the following shall constitute a default by Contractor and shall provide the City with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the City may have under this Contract or under law:
 - (1) if in the City's opinion Contractor is improperly performing work or violating any provision(s) of the Contract Documents;
 - (2) if Contractor neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;
 - (3) if in the City's opinion Contractor's work is being unnecessarily delayed and will not be finished within the prescribed time;
 - (4) if Contractor assigns this Contract or any money accruing thereon or approved thereon; or

- (5) if Contractor abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of his property.
- B. The City shall, before terminating the Contract for any of the foregoing reasons, notify Contractor in writing of the grounds for termination and provide Contractor with ten (10) calendar days to cure the default to the reasonable satisfaction of the City.
- C. If the Contractor fails to correct or cure within the time provided in the preceding Sub-Article B, the City may terminate this Contract by notifying Contractor and Contractor's Surety in writing. Upon receiving such notification, Contractor shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the City may authorize Contractor to restore any work sites.
- D. The Contractor, and where applicable, Contractor's sureties, shall be liable for:
 - (1) any new cost incurred by the City in soliciting bids for and letting a new contract; and
 - (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
 - (3) Any court costs and attorney's fees associated with any lawsuit undertaken by the City to enforce its rights herein.

12. SAFETY; MAINTAINING THE SITE:

- A. The Contractor shall maintain safety at all times in cooperation with the Engineer. The Contractor shall be responsible for any damage to existing utilities, property, or persons arising out of Contractor's work at any work site. The Contractor shall take precautions as are necessary to protect the public, the City and its employees, and Contractor's employees from hazards associated with Contractor's use and occupancy of the work site, in cooperation with the Engineer.
 - (1) The Contractor shall erect and maintain barricades and sufficient safeguards around all excavation, embankments or obstructions; he shall place sufficient amber lights at or near the work, keep the same burning from sunset to sunrise, employ watchmen and strictly obey all laws and ordinances controlling or limiting those engaged on similar work. All maintenance of traffic work shall comply with

Section 102 of the Florida DOT Standard Specifications for Road and Bridge Construction 2004 edition.

- (2) The Contractor shall take all actions necessary, including providing signs and barricades, to properly mark the work boundaries and notify or otherwise warn the public.
 - (3) Where there are telephone, light or power poles, water mains, conduits, pipe or drains, or other facilities either public or private, in or on the streets or alleys, the work shall be so conducted that no interruption or delay will be caused in the operation or use of same. Proper notice shall be given by the Contractor to the owner of such facilities encountered or likely to be encountered. Facility owners will be afforded the opportunity to preserve affected facilities from injury.
- B. The Contractor shall be responsible for locating utility lines and for promptly repairing or paying the cost for repair, of any utility lines damaged as a result of his work at any site. The Contractor shall contact the appropriate utility company or the City for permission prior to temporarily shoring, bracing or swinging a utility.
 - C. The Contractor shall provide for the use and pay the cost of such temporary utility services as are needed for construction, testing, restoration and clean up, including water and electrical power.
 - D. The Contractor shall provide sanitary facilities for his crew at any work site as may be required by the Florida Department of Health and Rehabilitative Services.
 - E. The Contractor shall maintain each work site in a safe and reasonable condition. The Contractor shall minimize disturbance to any trees or vegetation at any work site. For any period during which work is halted, including weekends and holidays, Contractor shall ensure that the work site on which work has been halted is in a condition that is clean, orderly, and satisfactory to the Engineer. The Contractor shall promptly repair any damage to the work or to the site by any cause whatsoever.
 - F. The Contractor shall not interfere with public travel and convenience by altering streets, parks or other public areas indiscriminately.
13. RISK OF LOSS: All costs due to delays in handling of materials and equipment, and loss, theft, or damage to all materials, equipment and supplies sold and delivered to the City shall be the responsibility of the Contractor until the City provides final acceptance thereof.

14. SUSPENSION OF WORK: The Engineer shall have the right to require the Contractor to suspend work during inclement weather. The Engineer may, at any time and with cause, suspend the work or any portion thereof for a period not more than 90 days by notifying the Contractor to cease work. The Engineer's decision as to suspensions shall be final and binding. Whenever the Contractor is required to suspend work for any reason, the Contractor shall secure the site and protect the work so as to preserve the site and the work from damage, destruction and loss. Further, the Contractor shall remove or perform any other related work as may be directed by the Engineer. If any of this work is deemed to be "extra" then Article 8 of these General Conditions shall apply.
15. CLEANUP OF SITE: Before final acceptance of the work by the City, Contractor shall:
 - A. Restore the surface property, including with respect to trees, shrubs, grass, structures, equipment and appurtenances, to the condition as nearly identical to that existing prior to Contractor's work as is practicable; and
 - B. Otherwise restore and clean the work site and make permanent or remove all temporary services in accordance with the City Code of Ordinances.
16. ROYALTIES AND PATENTS: All fees, royalties, and claims for any invention or pretended invention, or patent of any articles, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of this work or appurtenances, are hereby included in the prices stipulated in this Contract for said work.
17. INDEMNIFICATION: The Contractor shall assume full responsibility and shall hold harmless and fully indemnify the City, and the City's employees and agents, from all claims, damages, losses, and expenses (including attorneys' fees) that may arise as a result of performance of the work, including any claims relating to loss or destruction of or damage to property, claims relating to bodily injury or death, and claims relating to infringement of patent right or copyright held by others; and shall defend any suit brought against the City, the City's employees, and the City's agents of such claims.
18. MATERIALS AND MANUFACTURED ARTICLES; SUBSTITUTION THEREOF:
 - A. Within 30-days after award of Contract and before any materials, fixtures or equipment are purchased, the Contractor shall submit for approval by the Engineer, a complete list of the materials, manufactured articles, devices, fixtures and equipment which he proposes to furnish, together with the names and addresses of the manufacturers, and their catalog numbers and trade names. Approval of items will be based upon

manufacturer's published ratings. The Engineer shall have the right to reject any such items listed which are not in accordance with the Contract requirements. The Contractor shall furnish a statement giving a complete description of all areas wherein the equipment he proposes to furnish does not comply with the Specifications. If the Contractor fails to submit for approval within the specified time a list of the items, the Engineer may select any or all such items. Selections made by the Engineer shall be final and binding.

- B. In all cases, new materials, manufactured articles, devices, and fixtures, and equipment shall be used throughout, unless waived in writing by the City.
- C. If required by the Engineer, the Contractor shall submit appropriate certification that the material being supplied for this Contract complies with all requirements.
- D. Whenever the Contract Documents require the Contractor to use or provide a particular brand, make, or manufacture of material, article, device, fixture or equipment, and the Contractor wishes to use a substitute brand, make or manufacture, the Contractor shall provide the Engineer such information as the Engineer deems necessary to determine whether to allow the use or provision of the substitute brand, make or manufacture. The Engineer shall approve or reject Contractor's proposal as he sees fit. In evaluating any proposal, the Engineer shall consider:
 - (1) whether approving the substitute will result in increased costs to the City;
 - (2) whether the substitute proposed is of sufficient quality; and
 - (3) such other factors as the Engineer deems appropriate.

Under no circumstances shall the Engineer's review of Contractor's proposed alternative affect Contractor's obligation to perform the work under this Contract.

- E. Wherever the Contract Documents admit of doubt as to what materials, manufactured articles, devices, fixtures or equipment are permitted, that interpretation will be made by the Engineer, who shall consider approved modern practice, to meet the particular requirements of the Contract.

19. SUPPLEMENTARY DRAWINGS:

- A. When, in the opinion of the Engineer, it becomes necessary to explain more fully the work to be done or to show any changes which may be

required, the Engineer will prepare and provide to the Contractor Supplementary Drawings and any Specifications pertaining thereof.

- B. The Supplementary Drawings shall be binding upon the Contractor. Where such Supplementary Drawings require either less or more than the estimated quantities or work, payment to the Contractor shall be adjusted as provided herein.

20. CONTRACT DRAWINGS AND INTERPRETATION OF DRAWINGS AND SPECIFICATIONS:

- A. The Engineer shall decide all questions concerning the interpretation of all Contract Documents pertaining to the character, quality, amount and value of any work done under or by reason of this Contract and his estimate and decisions shall be final and conclusive.
- B. Items of material, equipment, machinery and the like may be specified on the Drawings and not otherwise specified in the Contract Documents. Such items shall be provided by the Contractor in accordance with the Drawings.
- C. The Contractor shall keep one record of all Contract Documents at the site in good order and annotated to show all changes made during the construction process. The Contractor shall make these available to the Engineer and shall deliver to him for the City upon completion of the work.

21. CONTRACTOR TO CHECK DRAWINGS AND DATA: The Contractor shall verify all dimensions, quantities and details shown on any Drawings received from the Engineer, and shall notify the Engineer of any errors, omissions, conflicts and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory, faulty construction, or improper operation resulting therefrom or from his responsibility to rectify such condition at his own expense. He will not be allowed to take advantage of any error or omissions, as full instructions will be furnished by the Engineer, should any error or omission be discovered. All schedules are given for the convenience of the Engineer and Contractor and are not guaranteed to be complete.

22. DISPUTED WORK: If the Contractor is of the opinion that any work required, necessitated, or ordered is not within the terms and provisions of this Contract, he must promptly notify the Engineer, in writing, of his contentions with respect thereto and request a final determination thereon. If the Engineer determines that the work in question is not extra work, or that the order complained of is proper, he will direct the Contractor to proceed and the Contractor shall promptly comply. Final determination and decisions in case any question shall arise, shall

constitute a condition precedent to the right of the Contractor to receive any money therefor, until the matter in question has been determined.

23. NO WAIVER OF LEGAL RIGHTS:

- A. The City shall not waive any rights hereunder by making any payment of any kind, or accepting any work, unless expressly stated otherwise. No waiver by the City of any right arising by virtue of Contractor's breach shall be held to be a waiver of subsequent breach.
- B. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet requirements of the Contract. The City further reserves the right, should conclusive proof of defective work on the part of the Contractor be discovered after the Final Payment has been made, to claim and recover by process of the law such sums as may be sufficient to correct the error or make good the defects in the work.
- C. Any waiver of any provision of the Contract Documents shall be specific, shall apply only to the particular item or matter concerned and shall not apply to other similar or dissimilar items or matters.

24. CONFLICTS & PRECEDENCE OF CONTRACT DOCUMENTS: In case of conflict between the Drawings and other Contract Documents, the other Contract Documents shall take precedence over the Drawings. The following principles shall apply in resolving any conflict among or ambiguity in the Contract Documents:

- A. The hierarchy of other Contract Documents shall be as follows:

Special Provisions of the Technical Specifications;
Form of Agreement;
Instructions to Bidders;
Supplemental General Conditions;
General Conditions;
Technical Specifications (including Florida DOT Standard Specifications for Road and Bridge Construction);
Work Orders.

- B. Full-size details shall take precedence over scale Drawings and large scale Drawings shall take precedence over small scale Drawings. Dimensions given in figures shall take precedence over scaled dimensions.
- C. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions, it shall be the

Contractor's responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence over scaled or calculated dimensions on the Drawings.

- D. Wherever a stock size of manufactured item or piece of equipment is specified by its nominal size, it shall be the responsibility of the Contractor to determine the actual space requirements for setting and for entrance to the setting space and to make all necessary allowances and adjustments therefore in his work without additional cost to the City.
25. CONFORMITY WITH DRAWINGS AND DEVIATIONS THEREFROM: The entire installation and each part thereof shall be constructed in the position required. The finished surfaces of structures shall conform to any and all elevations and gradients specified, and all parts of substructures and superstructures shall be in proper alignment and adjustment. The Contractor shall provide all frames, cribbing, falsework, scaffolds, shoring, guides, anchors, and temporary structures which may be necessary to obtain these results, although such will not generally be shown or noted on the Drawings; and the contract price(s) shall include and cover all such work, materials, and construction. Any deviations from the Drawings which may be found necessary or advantageous will be determined by the Engineer.
26. DEFECTIVE WORK:
- A. If at any time before final acceptance of the work defects therein shall be found the Contractor shall promptly correct such defects, remove and dispose of all defective or unsatisfactory work or materials, and supply others in accordance with the Contract. Previous construction of such work will not relieve the Contractor of the responsibility for good work or materials, although the defects may have been overlooked by the Engineer or may have been the result of damage from any cause.
 - B. Should the Contractor fail or refuse to remove and renew any defective work performed or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract within the time indicated in writing, the City shall have the authority to cause the unacceptable or defective work to be removed or renewed, or such repairs as may be necessary to be made at the Contractor's expense. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully, and in an acceptable manner, shall be sufficient cause for the City to declare the Contract forfeited, in which case the City at its option may instruct the Engineer to purchase materials, tools, and equipment and employ labor, or may contract with any other individual, firm or corporation, or may proceed with its own forces, to perform the work.

- C. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him, or shall be charged against the Contract bond.
- D. At the request of the Engineer, the Contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed, shall be paid for by Change Order, but should the work so exposed or examined prove unacceptable, the uncovering or removing and replacing of the covering or making good of the parts removed, shall be at the Contractor's expense.
- E. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect be discovered, or obligate the City to final acceptance.

27. COORDINATING WITH OTHER CITY PROJECTS:

- A. The City reserves the right to let other contracts in connection with this project. The Contractor shall afford other Contractors a reasonable opportunity for the introduction and storage for their materials and the execution of their work and shall properly connect and coordinate his work with theirs.
- B. If any part of the Contractor's work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results, unless Contractor obtains City's written acceptance of the dependent work. His failure to inspect and report shall constitute his acceptance, at his own risk, of the other Contractor's work as fit and proper for the reception of this work, except as to defects which may develop in the other Contractor's work after the execution of the work under this Contract.

28. DISTRIBUTION OF WORK:

- A. Arrangement of the Contract Documents in Sections under general titles descriptive of the principal materials or trades covered, is for the City's convenience. The method of organizing the Contract Documents follows trade practice as far as seems practical without unreasonably complicated or minute breakdown. Under many Sections, or subdivisions of Sections, the Contract includes discussion of more than one trade or type of

materials, the use or the installation of which is closely related to the principal subject of that Section or subdivision. Such arrangement shall not operate to make the City or Engineer an arbitrator to establish subcontract or trade limits between Contractor and subcontractor or trades.

- B. Contractor and all subcontractors shall study all of the Drawings and Specifications in sufficient detail to assure that all required items are included. It shall be the Contractor's responsibility to so arrange distribution of the work that all required items are provided by the proper trades and at the proper items, without controversy as to Contract obligation or as to jurisdiction, and he shall make all necessary adjustments to this end.
29. TOOLS, PLANT, EQUIPMENT: If at any time before the commencement or during the progress of the work, tools, plant or equipment appear to the Engineer to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the Engineer may order the Contractor to increase their efficiency, to improve character, to augment their number or substitute new tools, plant or equipment, as the case may be, and the Contractor shall conform to such order. The failure of the Engineer to demand such increase of efficiency shall not relieve the Contractor of his obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by the Contract and to the satisfaction of the City.
30. TESTING: The Contractor shall perform or obtain the performance of any testing required herein. The Contractor shall bear the cost of any testing required under the Contract, as well as any retesting required as a result of failures. The Contractor's bid prices shall be construed as including the cost of any such testing. The Engineer shall have the authority to approve or reject any proposed testing subcontractor. The Contractor shall make available any facilities, etc., as are necessary to perform such testing.
31. MEASUREMENTS OUTSIDE AUTHORIZED LIMITS: No payments will be made for work constructed over a greater area than authorized nor for material moved outside the limits of the lines shown on the Drawings except where such work is done upon written instruction of the Engineer.
32. MISCELLANEOUS:
- A. Whenever any provision of the Contract Documents requires the giving of written notice to the Contractor, notice 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 to or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice. Whenever any

provision of the Contract requires the giving of written notice to the City, it shall be deemed to have been validly given if delivered in person to the Engineer, unless otherwise specified herein.

- B. All written Specifications and copies thereof furnished by the Engineer shall remain the City's property. They shall not be used on another project and, with the exception of those sets that have been signed in connection with the execution of the Contract, shall be returned to him on request upon completion of the work.
- C. The parties expressly recognize that the relationship between the City and the Contractor is that of independent Contractors, and that neither the Contractor nor any of his servants, agents, or employees shall ever be considered to be an agent, servant or employee of the City.
- D. If any provision of this Contract is found invalid for any reason, the remainder of the Contract shall remain valid.
- E. If a conflict between the parties regarding this Contract results in litigation, venue shall be in the State Court having subject matter jurisdiction in Indian River County. Venue shall not lie in any other jurisdiction. The prevailing party shall be entitled to reimbursement of all court costs, the cost of expert witnesses, and costs of depositions incurred as a result of the default.

INDEX

SUPPLEMENTARY GENERAL CONDITIONS

<u>Paragraph No.</u>	<u>Paragraph Title</u>	<u>Page No.</u>
1.	Insurance	SGC-1
2.	Services Provided by City	SGC-1
3.	Utilities	SGC-2
4.	Applicable Standards	SGC-2
5.	Quality of Items and Workmanship	SGC-3
6.	Precautions and Coordination with Current Activities	SGC-3
7.	Salvage	SGC-3
8.	Nondiscrimination and Equal Opportunity Employment	SGC-3
9.	Local Government Access to Contractor Documents and Records	SGC-5
10.	Permits/Fees	SGC-5

SUPPLEMENTARY GENERAL CONDITIONS

1. INSURANCE: Before starting the work and until final acceptance of the work by the City, the Contractor shall procure and maintain insurance of the types and to the limits specified in the document entitled, "TYPE II, INSURANCE REQUIRED," attached hereto and incorporated herein. Further, the Contractor shall require each of his subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified in the aforementioned document. It shall be the responsibility of the Contractor to ensure that all of his subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.
2. SERVICES PROVIDED BY CITY: The City shall provide the following services:
 - A. The City will provide survey work (as specified herein) to establish lines and grades for the construction. The Contractor may wish to provide his own surveying services, in which case the City survey crew will verify the lines and grades so established prior to the start of the construction work. The Contractor may be charged for re-establishing the lines and grades as specified herein if said re-establishment is necessitated by the Contractor's failure to protect the originally established lines and grades.
 - B. Removal or relocation of signs for permanent traffic control shall be the responsibility of the City unless those signs are located on right-of-way or property not under the jurisdiction of the City. In this case, the removal or relocation of signs for permanent traffic control shall be the responsibility of the Contractor, who shall coordinate his activities with the appropriate agency, except as may be specified in the specific provisions. All other signs and barricades shall be the Contractor's responsibility. The Contractor shall notify the City Engineer when signs are to be removed or relocated. Installation of signs for temporary or construction traffic control, regardless of their location, shall be the responsibility of the Contractor unless specified elsewhere herein.
 - C. Relocation of power poles, light poles, auxiliary poles and guys shall be the responsibility of the City
 - D. Relocation of existing electrical transformers shall be the responsibility of the City.
 - E. Removal, relocation or installation of water meters, as applicable, shall be accomplished by the City Water and Sewer Department. All such items shall be protected by the Contractor during his work.

- F. The City shall perform all clearing, grubbing and disposal work in areas of construction. This work consists of the complete removal and disposal of timber, brush, stumps, rubbish, debris and other obstructions protruding through the surface of the existing ground.
- G. The City will supply any backfill material to the site necessary for bringing the subgrade to the proper elevation prior to construction.
3. UTILITIES: The Contractor shall provide for the use and pay the cost of such utilities as are required for construction, testing, restoration, cleanup, etc., including water and electrical power.
4. APPLICABLE STANDARDS: All standards referred to herein shall mean the latest revision under the same specification number or to superseding specifications under a new number except for those provisions in the new or revised specifications which are clearly inapplicable. The following abbreviations have been used in referring to other standards:

AASHTO	American Association of State Highway and Transportation Officials
AIA	American Institute of Architects
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association W. Quincy Avenue Denver, Colorado 80235
FDOT	Florida Department of Transportation
IRFWCD	Indian River Farms Water Control District
MUTCD	Manual on Uniform Traffic Control Devices
NSPE	National Society of Professional Engineers
SJRWMD	St. Johns River Water Management District
SSBC	Southern Standard Building Code
COVB-W&SCS	City of Vero Beach Water & Sewer Construction Specifications

Other abbreviations are shown on the Drawings.

5. QUALITY OF ITEMS AND WORKMANSHIP: All materials and equipment for this project, including those furnished by the City of Vero Beach, shall be new and unused. Any materials or equipment which, in the opinion of the Engineer or the Contractor, have become excessively weathered or damaged since manufacture, shall not be considered as new. All materials supplied for this project shall be of domestic manufacture. Workmanship shall be first class and the finished product equal to the best accepted standards of the trade for the category of work performed.
6. PRECAUTIONS AND COORDINATION WITH CURRENT ACTIVITIES: The Contractor shall conduct his operations in such a manner that they will not unduly obstruct or delay current vehicular traffic movements in the project area. Adequate warning and patrolling shall be utilized to protect the public. Contractor shall coordinate safety and traffic control, as well as use of public rights-of-way, for materials storage, with the City of Vero Beach and any other agency having jurisdiction over rights-of-way and/or property in the project area. Should Contractor require additional areas for storage or staging, he shall make necessary arrangements for such use and pay all costs in connection therewith. The Contractor must provide for ingress and egress to the site at all times. Public health and safety considerations shall exceed all others.
7. SALVAGE: Any existing equipment or material, including but not limited to excavated earthwork, grates, frames, pipes, fittings, park equipment, etc., which is removed or replaced under this Contract, may be designated as salvage by the Engineer. All salvage material shall be the property of the City and shall be delivered by the Contractor to a location directed by the Engineer. Any existing equipment or material which is removed or replaced under this Contract and not deemed salvage shall become the property of the Contractor. Said Contractor's property shall be removed from the site and disposed of in a manner approved by the Engineer.

The cost of salvage shall be included in the appropriate lump sum or unit price bid.

8. NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT: During the performance of this Contract, the Contractor agrees as follows:
 - A. The Contractor will not discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, national origin, sex, age, disability, family or

religious status. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, sex, age, disability, family or religious status.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 as amended, and shall post copies of notices in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 as amended, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of SubArticles A through G of these Supplementary Conditions in every subcontract or purchase order

unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Sections 204 of Executive Order No. 11246 of September 24, 1965 as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- H. The Contractor shall comply with all Federal Statutes relating to nondiscrimination. These include but are not limited to: (a) Section 504 of the Rehabilitation Act of 1973 as amended which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973 as amended which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975 as amended which prohibits discrimination on the basis of age; (d) The Drug Abuse Office and Treatment Act of 1972 as amended relating to nondiscrimination on the bases of drug abuse; (e) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended relating to nondiscrimination on the bases of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 as amended relating to confidentiality of alcohol and drug abuse patient records; (g) The requirements of any other nondiscrimination statute(s) that may apply.

9. LOCAL GOVERNMENT ACCESS TO CONTRACTOR DOCUMENTS AND RECORDS: The City, as well as any other government entity as required, shall have access to any books, documents, papers and records of the Contractor for the purpose of making audit, examination, excerpts, and transcriptions.
10. PERMITS/FEES: The City of Vero Beach will obtain and pay all fees required for federal, state or local permitting for this project.

TYPE II
INSURANCE REQUIRED

Revised 02/13/02

A. General

Before starting and until acceptance of the work by the City, the Contractor shall procure and maintain insurance of the types and to the limits specified below.

The Contractor shall require each of his subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified below. It shall be the responsibility of the Contractor to ensure that all his subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. The City reserves the right to request proof of subcontractor's insurance from the Contractor.

B. Coverage

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

- 1. Workers' Compensation** - Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. Companies with three (3) or fewer employees shall be required to have workers' compensation coverage meeting the minimum requirements of this section. In addition, the policy must include:
 - a) Employer's Liability with a limit of \$100,000 each accident and disease.
 - b) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the City with thirty (30) days notice of cancellation and/or restriction.
 - c) If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.
- 2. Commercial General Liability** - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include:
 - a) Minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b) Premises and Operations.
 - c) Independent Contractors.

- d) Products and Completed Operations - Contractors shall maintain in force until at least three years after completion of all services required under the contract, coverage for products and completed operations, including Broad Form Property Damage.
- e) Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
- f) Additional Insured - The City is to be specifically included as an additional insured for the liability of the City resulting from operations performed by or on behalf of the Contractor in performance of this Contract and for liability of the City for acts or omissions of the City in connection with the general supervision of such operations. Contractor's insurance including that applicable to the City as an additional insured shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute with contractor's insurance. Contractor's insurance shall contain a severability of interest provision, providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.
- g) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the City with thirty (30) days notice of cancellation and/or restriction.
- h) Coverage on an occurrence basis.

3. Business Auto Policy - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

- a) Minimum Limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
- b) Owned Vehicles.
- c) Hired and Non-Owned Vehicles.
- d) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the City with thirty (30) days notice of cancellation and/or restriction.
- e) Additional Insured - The City is to be specifically included as an additional insured. Contractor's insurance including that applicable to the City as an additional insured shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute with Contractor's insurance. Contractor's insurance shall contain a severability

of interest provision, providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Named Insured in the same manner as if separate policies had been issued to each.

4. Builder's Risk - When this contract includes construction of and/or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

- a) Form - All Risk Coverage - Coverage is to be no more restrictive than that afforded by the latest edition of the Insurance Services Office form.
- b) Amount of Insurance is to be 100% of the completed value of such additions(s), buildings(s) or structure(s).
- c) Waiver of Occupancy Clause or Warranty - Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), additions(s) or structure(s) will not be occupied by the City.
- d) Maximum Deductible - \$5,000 each claim. Higher deductibles are permitted subject to City approval.
- e) Additional Insured - The City must be included as an additional insured.
- f) Notice of Cancellation and/or Restriction - The policy must be specifically endorsed to provide the City with thirty (30) days notice of cancellation and/or restriction.
- g) Flood Insurance - When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the Contractor and the City must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage available under the National Flood Insurance Program.

OR

5. Installation Floater - When this contract includes the installation of machinery and/or equipment into an existing structure, the following insurance coverages must be afforded on that machinery and/or equipment.

- a) Form - "All Risk" including installation and transit.
- b) Amount of Insurance - 100% of the "installed replacement cost value".

- c) Valuation - 100% of the "installed replacement cost value".
- d) Cessation of Insurance - Coverage is not to cease and is to remain in force (subject to cancellation notice) until final acceptance by the City.
- e) Maximum Deductible - \$5,000 each claim.
- f) Additional Insured - The City must be included as an additional insured.
- g) Notice of Cancellation and/or Restriction - The policy must be specifically endorsed to provide the City with thirty (30) days notice of cancellation and/or restriction.
- h) Flood Insurance - When the machinery or equipment are located within an identified special flood hazard area, flood insurance protecting the interest of the Contractor and the City must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage available under the National Flood Insurance Program.

NOTE: IT IS NOT NECESSARY THAT THE CONTRACTOR PROVIDE BOTH A BUILDER'S RISK AND INSTALLATION FLOATER. IF THE CONTRACT INCLUDES CONSTRUCTION OF AND/OR ADDITIONS TO ABOVE GROUND BUILDINGS OR STRUCTURES, BUILDER'S RISK, BUT NOT INSTALLATION FLOATER, COVERAGE MUST BE PROVIDED. WHEN THE CONTRACT INCLUDES THE INSTALLATION OF MACHINERY AND/OR EQUIPMENT INTO AN EXISTING STRUCTURE, BUT DOES NOT CONTEMPLATE CONSTRUCTION OF OR ADDITION TO THE STRUCTURE ITSELF, ONLY THE INSTALLATION FLOATER MUST BE PROVIDED.

- 6. Certificates of Insurance** - Certificates of insurance evidencing the insurance coverage specified in the previous paragraphs shall be filed with the City before operations are begun. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this contract and section and the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this contract.

If the initial insurance expires prior to the completion of the work, renewal certificates of insurance and required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

QUESTIONNAIRE
(REQUIRED WITH BID PROPOSAL)

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a General or _____ Contractor?
(specialty type)

2. What is the last project of this nature that you have completed?

3. Have you ever failed to complete work awarded to you; if so, where and why?

4. Name three individuals, corporations or agencies for which you have performed work within the past 3 years and to which you refer (include name of contact person and phone number):

_____ Phone _____

_____ Phone _____

_____ Phone _____

5. Have you personally inspected the proposed work and have you a complete plan for its performance?

6. Will you sublet any part of this work? If so, give details and list Subcontractor (Award of Contract does not include approval of this Subcontractor):

7. What equipment do you own that is available for the work?

8. What equipment will you purchase or rent for the proposed work?

9. The following is given as a summary of the Financial Statement of the undersigned. (List Assets and Liabilities and use insert sheet if necessary.) A complete audited statement may be required as a condition of Award:

10. State the true, exact, correct, and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name. It is absolutely necessary that this information be furnished.)

(Correct Name of Bidder)

a. The business is a (Sole Proprietorship, Partnership or Corporation)

b. The address and phone number of principal place of business is

c. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

(Bidder)

DRUG-FREE WORKPLACE COMPLIANCE FORM

IN THE CASE OF IDENTICAL TIE BIDS

Preference shall be given to business with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Vero Beach (COVB) for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

BIDDER'S SIGNATURE

TITLE

DATE

CITY OF VERO BEACH

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction Contractor certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

Signature of Contractor

Title

Date

CITY OF VERO BEACH

EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- 1) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 2) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- 3) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Vero Beach or other local, state or federal government agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City of Vero Beach or other local, state or federal government agency as appropriate, and shall set forth what efforts it has made to obtain the information.
- 4) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Vero Beach or other local, state or federal government agency may determine to be appropriate, including, but not limited to:

- a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b) cancellation, termination or suspension of the contract, in whole or in part.

5) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City of Vero Beach or other local, state or federal government agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the City of Vero Beach to enter into such litigation to protect the interests of the City of Vero Beach.

(Name of Bidder)

By: _____

Title: _____

Date: _____

BID PROPOSAL

CONN BEACH DUNE RESTORATION

BID NO. 040-11/JV

**CITY OF VERO BEACH, FL
DEPARTMENT OF PUBLIC WORKS
PROJECT NO. 2010-19**

Proposal _____
Bidder's Name

Bidder's Address

to furnish and deliver all required materials and to do and perform all work in accordance with the Contract Documents attached hereto "**CONN BEACH DUNE RESTORATION, CITY OF VERO BEACH, FL, DEPARTMENT OF PUBLIC WORKS PROJECT NO. 2010-19, BID NO. 040-11/JV**", located in the City of Vero Beach, Indian River County, Florida.

TO: The City Manager
City of Vero Beach
Vero Beach, Florida 32961

Gentlemen:

The undersigned Bidder has carefully examined the Contract Documents and any and all work sites. The undersigned is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done, and the equipment, materials and labor required. The undersigned agrees to do all the work in accordance with the Contract Documents and according to the standards of quality and performance established by the City, for the unit prices as provided in the attached Bid Schedule, for each of the items or combination of items stipulated. It is understood that certain quantities shown in the Bid Schedule are approximate only, subject to increases and decreases and for the purpose of bid comparisons for determination of low Bidder.

It is further understood that payment will be in accordance with actual quantities placed in the construction as more specifically provided in the Contract Documents. The undersigned further agrees as follows:

1. To do any work not covered by the above Bid Schedule which may be ordered by the Engineer upon authorization by the City Council, and to accept as full compensation therefor such prices as may be agreed upon in writing by the

Engineer and the Contractor in accordance with Paragraphs 8-9, of the General Conditions.

2. To begin and complete work as required per the schedule contained in the Notice-to-Proceed.
3. To reimburse the City of Vero Beach liquidated damages in the amount and under the conditions specified in the Contract Documents.
4. To insert in all Contracts at every tier, the notice stated in Paragraph 22 of the Instructions to Bidders.

Dated this _____ day of _____, 20____.

Respectfully submitted,

Bidder

Address

City, State and Zip Code

By _____

Phone _____

BID PROPOSAL
CONN BEACH DUNE RESTORATION
COVB PUBLIC WORKS PROJECT NO. 2010-19
BID NO. 040-11/JV

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Total Cost</u>
1.	Provide and deliver beach compatible sand in accordance with Indian River County Coastal Engineering specifications.	450	TN	_____	_____
2.	Mobilize and Demobilize	1	LS	_____	_____
3.	Place and Grade Sand	450	TN	_____	_____
4.	Site Restoration	1	LS	_____	_____
5.	Rake/Till beach in work area at completion	1	LS	_____	_____
Total Project Cost (Items 1 thru 5)				\$	=====

* LS = Lump Sum
TN = Tons

Written Amount

Bidder Name

Address

City, State, Zip Code

Telephone Number

Fax Number

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we _____
_____ (hereinafter called Principal) and
_____ (hereinafter called the
Surety), a corporation duly organized under the Laws of the State of Florida with its
principal offices in the City of _____ and authorized to do business in the
State of Florida are held and firmly bound unto the City of Vero Beach as Obligee
(hereinafter called the Obligee), in the sum of _____ Dollars
(\$_____) (5% of greater of total base bid or alternate bid) for the payment of
which sum will and truly to be made, the said Principal and the said Surety bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal is about to submit or has submitted a bid for City of Vero
Beach Bid #040-11/JV and,

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a
Certified Check, Cashier's Check or letter of credit otherwise required to accompany this
Bid,

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

SIGNED AND SEALED this _____ day of _____, 20____.

Principal

Seal

Witness

Title

Surety

Seal

Witness

Title

FORM OF AGREEMENT
CONN BEACH DUNE RESTORATION

CITY OF VERO BEACH, FL
DEPARTMENT OF PUBLIC WORKS
PROJECT NO. 2010-19

THIS AGREEMENT made and entered into on the _____ day of _____,

20____, by and between _____
Name of Contractor

Address of Contractor

City, State and Zip Code

hereinafter called the Contractor, and the CITY OF VERO BEACH, a municipal corporation organized and existing under the Laws of the State of Florida and located in Indian River County, Florida, hereinafter called the City.

WITNESSETH:

That the Contractor and the City, for the consideration hereinafter named, agree as follows:

Article 1. SCOPE OF WORK - The Contractor shall perform all the work as described in the Documents entitled "**CONN BEACH DUNE RESTORATION, DEPARTMENT OF PUBLIC WORKS PROJECT NO. 2010-19**", for the City of Vero Beach, Florida, and shall do everything required by this Form of Agreement and any other Contract Documents.

Article 2. COMMENCEMENT AND COMPLETION - The Contractor shall commence work under this contract within ten (10) calendar days after the Commencement Date, as described in the Notice to Proceed, and shall complete the work by the Completion Date, which shall be 30 (thirty) calendar days unless the City grants Contractor an extension of time as described herein. All work shall be complete and all equipment removed from the beach by March 1, 2011.

Article 3. THE CONTRACT SUM - The City shall pay Contractor for performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

Written Amount _____

Numerical Amount _____

Article 4. PROGRESS PAYMENTS - The City will make progress payments, calculated based on the number of units of work, as described in the Contract Unit Price Schedule, which the Contractor has completed, as well as on the materials stored at the site. The City shall make such progress payments on or about the 10th of each month for the previous month's work, so long as Contractor has submitted an application therefore on the "City of Vero Beach, Department of Public Works Periodic Estimate for Progress Payment" form, a copy of which is included herein. Additional copies are available from the Engineer.

Ten percent (10%) of the amount due and payable to the Contractor will be retained from each progress payment, to ensure that the Contractor completes all work under this Contract and complies with all obligations hereunder.

The Engineer will certify all requests for progress payments before presenting them to the City Finance Department for payment.

Article 5. ACCEPTANCE AND FINAL PAYMENT – Upon receipt of written notice that the work is ready for final inspection and acceptance, the City Engineer will promptly make such inspection. When he finds the work acceptable under the terms of the Work Order and Contract requirements, he will promptly issue as final certificate, over his own signature, stating that the work provided for in the Work Order has been completed and acceptance by him under the terms and the conditions thereof is recommended and the amount found to be due the Contractor will be paid to the Contractor by the City following City Council approval of Final Contract payment.

Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the City Engineer that all payrolls, material bills and other indebtedness connected with the work have been paid. A Waiver of Lien form signed by a duly authorized officer of the subcontracting firm, notarized and attested by two witnesses is required from each Subcontractor engaged under the scope of this Contract and must accompany the request for final payment. The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor and the City, other than any claims the City may have arising from unsettled liens or from faulty work appearing after final payment. The City may withhold from final payment such amounts as may be described elsewhere herein.

- Article 6. INDEMNIFICATION AND INSURANCE - The Contractor shall indemnify, hold harmless, and procure and maintain insurance provided in "TYPE II, INSURANCE REQUIRED," contained herein; and to the extent required in said paragraphs, require any and all subcontractors to do the same.
- Article 7. GUARANTEES - The Contractor shall guarantee via performance bond as described herein, the equipment, articles, devices and materials furnished or installed, against any and all failure in proper use and operation for a period of one (1) year from the date of final acceptance of the work completed under this Contract. The Contractor shall also obtain and guarantee by performance bond, as described herein, warranties from manufacturers for each article and piece of equipment furnished or installed, so that the manufacturer's warranty fully covers the equipment from date of shipment to Contractor through the period of one (1) year after date of final acceptance of the work completed under this Contract.
- Article 8. LIQUIDATED DAMAGES - The parties, recognizing that time is of the essence and that it would be impossible to determine the City's damages in the event that Contractor fails to complete the work required under a Work Order by the completion date described herein, hereby agree that the Contractor shall pay as liquidated damages, the sum of \$313.00 for each calendar day beyond the Completion Date that Contractor fails to complete the work. The parties further agree that the City may withhold such liquidated damages from any payment due the Contractor.
- Article 9. CONTRACTOR'S REPRESENTATIONS - In order to induce the City to enter into this Contract, Contractor makes the following representations:
- A. Contractor has familiarized himself with the nature and extent of his obligations under this Contract. Contractor has familiarized himself with the work site, locality, and all local conditions and laws and regulations that in any manner may effect his costs, progress, or performance.
 - B. Contractor has carefully studied, or will carefully study, all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified or provided in this Contract or prior to any Notice-to-Proceed and accepts or shall accept the accuracy of any technical data contained in such reports and drawings, upon which Contractor is entitled to rely.
 - C. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to those referred to in Sub-Article B. above)

pertaining to the subsurface or physical conditions at or contiguous to the site or otherwise affecting his performance, as Contractor considers necessary for the performance at the Contract Price and in accordance with the other terms and conditions of this Contract.

- D. Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- E. At the time of entering into the Contract, Contractor has given the City written notice of all conflicts, errors, and discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor.
- F. Contractor warrants that he is satisfied with the information presented which enables him to prepare his bid.

Article 10. CONTRACT UNIT PRICES - The unit prices contained in the Main Bid Schedule are incorporated herein, with changes as noted, and made a part of this Contract as the Contract Unit Price Schedule, as follows:

**CONTRACT UNIT PRICE SCHEDULE
FA-5 on the following page**

FORM OF AGREEMENT
CONN BEACH DUNE RESTORATION
COVB DEPARTMENT OF PUBLIC WORKS PROJECT NO. 2010-19
BID NO. 040-11/JV

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Total Cost</u>
1.	Provide and deliver beach compatible sand in accordance with Indian River County Coastal Engineering specifications.	450	TN	_____	_____
2.	Mobilize and Demobilize	1	LS	_____	_____
3.	Place and Grade Sand	450	TN	_____	_____
4.	Site Restoration	1	LS	_____	_____
5.	Rake/Till beach in work area at completion	1	LS	_____	_____
Total Project Cost (Items 1 thru 5)				\$	=====

* LS = Lump Sum
TN = Tons

Written Amount

Bidder Name

Address

City, State, Zip Code

Telephone Number

Fax Number

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date and year first written above.

The Contractor has read the Contract Documents and understands and agrees with the terms and conditions set forth therein. By execution of this Contract, the Contractor acknowledges that the Contractor has been encouraged to seek the advice of legal counsel (and has been afforded the opportunity to do so by the City).

WITNESSES:

CONTRACTOR ()

Sign: _____
Print: _____

Sign: _____
Print: _____
Title: President

Sign: _____
Print: _____

Sign: _____
Print: _____
Title: Secretary

(If the President and Secretary of the corporation do not sign, attach corporate resolution showing authority of officer to execute this contract on behalf of corporation.)

[AFFIX CORPORATE SEAL HERE]

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as President, and _____, as Secretary, on behalf of the corporation. They are **[circle one]** personally known to me **OR** produced **[describe ID shown]** _____ as identification, and **[circle one]** did **OR** did not take an oath.

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large
My Commission No: _____
My Commission Expires: _____

ATTEST:

CITY OF VERO BEACH, FLORIDA

Sign: _____
Print: Tammy K. Vock
Title: City Clerk

Sign: _____
Print: _____
Title: Mayor

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as Mayor, and attested by Tammy K. Vock, as City Clerk, of the City of Vero Beach, Florida. They are personally known to me and did not take an oath.

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large
My Commission No: _____
My Commission Expires: _____

Approved as to technical requirements:

Approved as conforming to
municipal policy:

Public Works Director

City Manager

Approved as to form and legal sufficiency:

City Attorney

Bond No. _____

Contract No. _____

PAYMENT AND PERFORMANCE BOND

BY THIS BOND, We, _____ (hereinafter "Contractor"), of
(contractor legal name)

_____, _____, _____,
(address) (city, state, zip) (telephone number)

as principal, and _____ (hereinafter "Surety"), of
(surety legal name)

_____, _____, _____,
(address) (city, state, zip) (telephone number)

as surety, are held and bound unto the CITY OF VERO BEACH (hereinafter "City"), of

1053 20th Place, P.O. Box 1389, Vero Beach, Florida 32961-1389, 772-978-4870, as obligee,
(telephone number)

in the sum of _____ Dollars \$ _____),
(125% of contract price)

for payment of which we bind ourselves, our heirs, personal representatives, successors, assigns, trustees and receivers, jointly and severally, firmly by this presents.

Contractor has by written agreement dated the _____ day of _____ 20____, entered into a contract with City for _____
(general description of the improvement or work)

located and identified as _____
(legal description or street address of property being improved)

which contract and its terms, conditions, specifications and any amendments or change orders thereunder (hereinafter collectively the "Contract") are by reference made a part of this bond.

THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor:

- (1) Promptly and faithfully performs the Contract at the times and in the manner prescribed in the Contract; and
- (2) Promptly makes payments to all claimants supplying the Contractor with labor, services, materials, or supplies, used directly or indirectly by Contractor, or otherwise, in or for the prosecution of the work provided for in the Contract; and

- (3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that City sustains because of a default by the Contractor under the Contract, and that the City sustains in enforcement of this Bond; and
- (4) Performs all guarantees and warranties of all work and materials furnished under the Contract for the time specified in the Contract or as provided by law or otherwise, which ever period is longer;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the contract or such changes shall not affect Surety's obligation under this bond. The Surety waives notice of any alteration or extension of time made or permitted by the City. In addition, the penal sum of this bond shall automatically be increased by the total cost of all approved change orders.

This bond shall inure to the benefit of all persons, companies and corporations entitled to make a claim for payment pursuant to the applicable provisions of F.S. § 255.05, or their assigns, provided such claimants observe the notice and time limitation provisions of that section. No final settlement between the City and the Contractor or the Surety, or both, shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Whenever the Contractor shall be and is declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety shall, upon reasonable notice of such default, promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms, conditions, and specifications together with any change orders approved by the City prior to the default; or
- (2) Obtain a bid or bids, in the manner provided by law, for completing the Contract in accordance with its terms, conditions, specifications, amendments and change orders, and upon determination by the Surety of the lowest qualified and responsible bidder, or, if the City so elects at its sole option, upon determination by the City and the Surety jointly of the lowest qualified and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion plus all other costs and damages for which the Surety may be liable, minus the balance of the Contract price, but not exceeding the amount set forth in the first paragraph above plus all automatic increases provided hereunder. The term "balance of the Contract price," as used in this bond, shall mean the total amount payable by the City to the Contractor under the Contract and any amendments and change orders approved by the City prior to the default, less all payments made by the City to the Contractor.

Should the Surety fail to promptly remedy the Contractor's default in one of the manners provided herein, the City may remedy the default or complete or arrange for completion of the Contract, whereupon the Surety shall pay to the City all costs and damages for which the Surety may be liable

hereunder plus the excess of the cost of completion that exceeds the balance of the Contract price, together with all expenses and costs incurred by the City as a result of the Surety's failure to remedy the Contractor's default as provided herein. This provision shall be cumulative to any other remedy available at law or equity. In any action on this bond, the prevailing party shall recover its costs, including, but not limited to, reasonable attorney's fees and costs through trial and appeal. The aggregate liability of the Surety under this paragraph shall not exceed the amount of this bond plus all automatic increases provided hereunder and all additional expenses and costs provided in this paragraph for which the Surety may be liable.

SIGNED AND SEALED THIS_____ day of_____, 20_____.

Witnesses as to Contractor:

ATTEST:

CONTRACTOR (Principal):

Print Name:

Full Legal Name of Contractor (SEAL)

Print Name:

By:_____
Print Name:

As its:_____
Title

STATE OF_____
COUNTY OF_____

The foregoing instrument was acknowledged before me this_____ day of_____, 20_____,
by_____ as _____ for
(Name) (Title)

(Full Legal Name of Contractor)

NOTARY PUBLIC
Print Name:
My Commission Expires:

Witnesses as to Surety:

SURETY:

Print Name:

Full Legal Name of Surety (SEAL)

Print Name:

By:_____
Print Name:
As its Attorney-in-Fact

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ as _____ Attorney-in-Fact _____ for
(Name) (Title)

(Full Legal Name of Surety)

NOTARY PUBLIC
Print Name:
My Commission Expires:

Witnesses as to Agent:

COUNTERSIGNATURE: (Agent)

Print Name:

Print Name:

Print Name:

As: _____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ as _____ for
(Name) (Title)

(Full Legal Name of Surety)

NOTARY PUBLIC
Print Name:
My Commission Expires:

SEE BOND INSTRUCTIONS.

INSTRUCTIONS FOR PAYMENT AND PERFORMANCE BOND

- (1) Bond must not be dated earlier than date of the Contract for which this Bond is given.
- (2) The form of bond shall be used for each contract. The form contemplates one corporate surety only. In case multiple sureties or non-corporate sureties will be furnished, proper forms must be obtained.
- (3) If the principal (contractor) is a corporation, insert the full legal name and address of the corporation. Verify that the corporation is active and authorized to do business in Florida. Execution by the corporate president or vice-president is required with attestation by the corporate secretary. If executed by other than the appropriate corporate officer, a corporate resolution by the corporation's board of directors authorizing execution by the individual on behalf of the corporation is required and shall be attached. The corporate seal must be impressed or stamped. If the corporation has no seal, a scroll or adhesive seal shall appear following the corporate name.
- (4) If the principal (contractor) is an individual, the individual's full name and address shall be inserted, and the principal shall sign the bond with that person's usual signature on the line opposite the seal.
- (5) If the principals (contractor) are partners, (but not a legally formed partnership) their individual names and addresses shall be inserted, with the recital that they are partners. And if they compose a firm, name it. All such partners must sign. For legally formed and registered partnerships, insert the full legal name and address of the partnership, indicating whether general or limited. Verify that the partnership is active and authorized to do business in Florida. The general partners in a general partnership shall sign, the managing and general partner(s) of a limited partnership shall sign.
- (6) If the principal (contractor) is a limited liability company, insert the full legal name and address of the company. Verify that the company is active and authorized to do business in Florida. The managing member(s) of the company shall sign.
- (7) The above rules for execution also apply to the Surety executing the bond.
- (8) The Surety must meet the requirements of F.S. 287.0935 (and execute under seal if a corporation):
 - (a) the surety company is licensed to do business in Florida (verify the company is active and authorized); and
 - (b) the surety company holds a certificate of authority authorizing it to write surety bonds in Florida; and

- (c) the surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued; and
 - (d) the surety company is otherwise in compliance with the provisions of the Florida Insurance Code; and
 - (e) the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.
- (9) Original current and valid power-of-attorney authorizing execution of the bond by the surety's attorney-in-fact must be attached to the executed counterpart of the bond. (Under seal if a corporation).
- (10) If the bond is executed by an out-of-state agent, the executed counterpart of the bond must be countersigned by a Florida licensed resident agent.

WAIVER AND RELEASE OF ALL CLAIMS UPON FINAL PAYMENTProject: Conn Beach Dune RestorationProject No. 2010-19

Date of Contract: _____

Contract No. _____

The undersigned contractor for the above-referenced contract, in consideration of final payment in the sum of \$_____, the receipt and sufficiency of which is acknowledged, hereby waives and releases any and all claims and right to make any claim for any and all labor, services, materials, and equipment furnished to the City of Vero Beach ("City") and arising under or by virtue of the above-referenced contract and changes thereto and hereby agrees to indemnify and hold harmless the City from any and all claims of any subcontractor having an interest in the contract. The term "subcontractor," as used herein, shall include any and all persons and firms furnishing labor, materials, services, or equipment incorporated into or supplied for the work under the contract, stockpiled for the project, or arising under any equipment-rental agreements.

This waiver and release of all claims is executed by the contractor for itself and its representatives, assigns and successors and covers all past and existing claims for work under the contract. In executing this waiver and release of all claims, I represent and certify to the City that I possess the authority and capacity to execute this waiver and release of all claims for the contractor, its representatives, assigns and successors, and to thereby bind them, and I agree to personally indemnify and hold harmless the City from any and all liabilities and costs, including attorney's fees, as may be imposed upon or incurred by the City because of any defect in or lack of my authority or legal capacity to execute this waiver and release of all claims for the contractor, its representatives, assigns and successors.

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____,
20____, by _____, who _____ is personally known to me OR
_____ produced _____ as identification.

Notary Public

Print Name:

My Commission Expires:

**FINAL PAYMENT
REQUEST BY CONTRACTOR**

STATE OF FLORIDA

COUNTY OF _____

Personally before the undersigned officer, authorized by the laws of said state to administer oaths, comes _____, who on oath says;

That he is the Contractor with whom the City of Vero Beach, Florida, a municipal corporation of said state, did on the _____ day of _____, 20____, enter into a contract for the performance of certain work, more particularly described as follows:

Affiant further says that said construction has been completed and the contract therefore fully performed and final payment is now due and that all lienors contracting directly with or directly employed by such Contractor have been paid in full EXCEPT:

<u>NAME:</u>	<u>DESCRIPTION:</u>	<u>AMOUNT:</u>
--------------	---------------------	----------------

who have not been paid and who are due the amount set forth.

I do hereby certify that I have no claims against the Owner of said property, except those specifically set forth in the Final Payment Request. Upon receipt of the final payment, all of the claims set forth in this final request shall be satisfied.

_____ Company Name	Signed: _____ Title: _____ Date: _____
-----------------------	--

Subscribed and sworn to before me
this ____ day of _____,
20____.

Notary Public State of Florida
at Large

Notary Seal

My Commissions Expires:

PART 2. SCHEDULE OF CONTRACT CHANGE ORDERS List every approved change order issued to date of this request even if no work has been done under one or more such orders.			ADDITIONS TO ORIGINAL CONTRACT PRICE		Page 2 of 2 PROJECT NO. 2010-19
CONTRACT CHANGE ORDER		DESCRIPTION OF CHANGE ORDER	TOTAL COST ITEMS ADDED BY CHANGE ORDER	COST OF CHANGE ORDER ITEMS COMPLETED TO DATE	DEDUCTIONS FROM CONTRACT PRICE AS SHOWN ON CHANGE ORDERS
No. (1)	Date (2)	(3)	(4)	(5)	(6)
TOTALS			\$0.00	\$0.00	\$0.00
PART 3. ANALYSIS OF CONTRACT AMOUNT TO DATE: (a). Original contract amount (column 5 from page 1 and 2 of this form)..... \$0.00 (b). Plus: Additions scheduled in column 4 above..... \$0.00 (c). Less: Deductions scheduled in column 6 above..... \$0.00 (d). Adjusted contract amount to date..... \$0.00 PART 4. ANALYSIS OF WORK PERFORMED: (a). Cost of original contract work performed to date (column 7 from page 1 and 2 of this form)..... \$0.00 (b). Extra work performed to date (column 5 above)..... \$0.00 (c). Total cost of work performed to date..... \$0.00 (d). Less: Amount retained in accordance with contract terms (show both percent and dollar amount)..... \$0.00 0.00% (e). Net amount earned on contract work to date..... \$0.00 (f). Add: Materials stored at close of this period (attach detailed schedule and paid invoices)..... \$0.00 (g). Subtotal of (e) and (f)..... \$0.00 (h). Less: amount of previous payments..... \$0.00 (i). BALANCE DUE THIS PAYMENT..... \$0.00					
PART 5. CERTIFICATION OF CONTRACTOR: According to the best of my knowledge and belief, I hereby certify that all items and amounts shown on the face of this PERIODIC ESTIMATE FOR PAYMENT are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced contract, and /or duly authorized deviations, substitutions, alterations, and/or additions, that the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this Periodic Estimate; that no part of the "BALANCE DUE THIS PAYMENT" has been recieved, and that the undersigned and thier subcontractors have complied with all the labor provisions of said contract By: _____ CONTRACTOR Date Name: _____ Title: _____					
PART 6. PRE-PAYMENT CERTIFICATION BY PROJECT MANAGER: I have checked this estimate, and it is my opinion that the statement of work performed and / or material supplied is accurate and the contractor is observing the requirements of the contract. Signed: _____ Donald H. Dexter, Jr., Public Works Manager Date					
PART 7. CERTIFICATION OF ASSISTANT CITY ENGINEER AND DIRECTOR I certify that I have checked and verified the above and foregoing PERIODIC ESTIMATE FOR PARTIAL PAYMENT; that to my best of my knowledge and belief it is a true and correct statement of the work performed and/or material supplied by the contractor, that all work and/or material included in the PERIODIC ESTIMATE has been inspected by my duly authorized representatives or assistants and based on those inspections the work and/or material has been preformed and/or supplied in full accordance with the requirements of the referenced contract, and that partial payment claimed and requested by the contractor is correctly computed on the basis of those inspections. Signed: _____ Monte K. Falls, Director of Public Works Date					

INDEX

TECHNICAL SPECIFICATIONS

<u>Paragraph No.</u>	<u>Paragraph Title</u>	<u>Page No.</u>
1.01	Scope of Work	1-1
1.02	Beach Sand Specifications	1-1
1.03	Surveys, Lines and Grades	1-2
1.04	Existing Utilities and Structures	1-2
1.05	General Construction Requirements	1-3

SECTION 1

TECHNICAL SPECIFICATIONS

These specifications shall modify and amplify the other provisions of the Contract Documents. In case of a conflict between these specifications and any provision of the Instructions to Bidders, General Conditions, Supplemental General Conditions, or Form of Agreement, these specifications shall govern.

1.01 SCOPE OF WORK:

Work under this Contract includes furnishing all labor, materials, tools, equipment, supervision, services, and incidentals necessary to place beach compatible sand on Conn Beach following erosion. Conn Beach is located on Ocean Drive from Greytwig Road to Mango Rd. Access to the project site will be at the south end of the boardwalk and the project length is approximately 500 linear feet. Final dimension will be determined as the project is in progress with the sand quantity not to exceed 450 tons.

In order to comply with Florida Department of Environmental Protection permits and sea turtle nesting season, all work on the beach must be completed prior to March 1, 2011.

1.02 BEACH SAND SPECIFICATIONS:

Material used for beach fill in Indian River County must meet the applicable standards set forth by the State of Florida in the Florida Administrative Code Sections 62B-33.0155 and 62B-41.007.

In addition to these requirements, Indian River County requires that sand used for beach fill projects conducted by the County shall meet the following requirements. Fill material shall be:

- A) Derived from a source landward of the Coastal Construction Control Line (CCCL);
- B) Free of construction debris, rocks, clay or other foreign or toxic material;
- C) Free of coarse gravel or cobbles;
- D) Predominantly composed of quartz and carbonate material, similar in carbonate percentage composition to the native beach;
- E) Have a grain size distribution ranging between 0.062 mm and 4.76 mm, except as allowed in items (F) and (G) below;
- F) Shall not contain greater than 2% by weight of material passing the #230 sieve (less than 0.062 mm);
- G) Shall not contain greater than 5% by weight of material retained on the #4 sieve (greater than 4.76 mm);
- H) Shall have a grain size distribution similar to native beach material;

- I) Shall have a Munsell Color Value at or between 10YR 7/3 (very pale brown) and 10YR 8/1 (white), excluding Munsell Color Values with a chroma greater than 3.

Fill material will be subject to visual and tactile evaluation of physical samples to address uncertainties as to compatibility and potential for compaction. The acceptability of any material proposed for beach fill in projects constructed by Indian River County will be in accordance with the judgment of the Indian River County Coastal Engineer.

1.03 SURVEYS, LINES AND GRADES:

The City will provide alignment stakes, offset at an agreed distance from centerline or other appropriate location, at approximately fifty foot (50') intervals and as may be shown on the Drawings. At each alignment stake, an elevation will be established and the vertical distance will be clearly marked. The Contractor shall then utilize these stakes to transfer line and grade to the construction in an approved manner that will assure true and accurate grade and alignment.

After these stakes and referenced points have been set, shown, and explained to the Contractor, the Contractor shall carefully protect from disturbance all survey monuments, stakes and benchmarks, whether or not established by him, and he shall not remove or destroy any surveying point until it has been properly witnessed or otherwise disposed of by the Engineer. All major survey monuments such as section corners, one-quarter section corners, property corners or block control points shall be replaced at the Contractor's expense with markers of a size and type approved by the Engineer. The replacement shall be under the supervision of a Professional Land Surveyor registered in the State of Florida.

At appropriate times during construction of the work, the Contractor shall verify alignment and grade of the work with the reference points, and shall confirm that construction is true and accurate with the City. Work that does not conform with reference points and appropriate tolerances shall be reconstructed at the Contractor's expense.

1.04 EXISTING UTILITIES AND STRUCTURES:

Existing utilities, structures, trees, shrubs, and facilities shown on the Plans were located as accurately as possible from the City's records. Guarantee is not made that all existing utilities and vegetation is shown or that those shown are entirely accurate.

In order to assure himself of the actual location of such facilities, the Contractor shall notify each utility company involved at least ten (10) days prior to the start

of construction and during construction to arrange for positive underground location. The Contractor is advised to notify the SUNSHINE STATE ONE CALL CENTER at 1-800-432-4770 a minimum of forty-eight (48) hours prior to any excavation. The Contractor is further advised that not all utilities are members of the SUNSHINE STATE ONE CALL CENTER, and that contacting the SUNSHINE STATE ONE CALL CENTER shall not relieve the Contractor of his responsibility for notifying or locating all other utilities.

Contractor shall coordinate with the utility companies where their facilities may be in conflict with or endangered by the proposed construction. Relocation of other utilities for the convenience of the Contractor shall be paid for by the Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by the Contractor. The Contractor shall schedule his work in such a manner that he is not delayed by the utility companies relocating or supporting their utilities. No compensation will be paid to the Contractor for any loss of time or delay. The Contractor shall coordinate his activities with City of Vero Beach (Utility Department), City Gas, AT&T, and other utility companies in order to maintain utility service and minimize the amount of interference and interruption.

All overhead, surface or underground facilities and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures are to be completely repaired, at no expense to the City, within a reasonable time; needless delay will not be tolerated. The City reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner and City. All damaged utilities, structures, etc. must be replaced or prevented from leaking or malfunctioning. All repairs are to be inspected by the utility owner and City prior to backfilling. No additional cost shall be paid for this work.

1.05 GENERAL CONSTRUCTION REQUIREMENTS:

- A. Workmanship: All materials and equipment shall be installed in accordance with the manufacturer's instructions and these Contract Document. The Contractor shall notify the Engineer when the manufacturer's instructions conflict with these specifications.
- B. Materials Handling: The Contractor shall make arrangements at his own expense for the unloading and storing of materials at an approved location until needed for installation. Under no circumstances will pipe, materials, or structures placed on the job site obstruct driveways, streets, ingress/egress to local businesses or be placed within three feet of the pavement of streets or highways. The Contractor shall provide and maintain approved barricades, warning lights, and guards necessary for the protection of the public. The Contractor shall coordinate said barricades, lights, and guards with the City Police Department and the Engineer.

- C. Confinement of Operations: Easements and rights-of-way are shown in approximate location on the Drawings. The Contractor shall be fully responsible for constructing the work within the project work area. All construction operations by the Contractor shall be confined to the project work area secured by the City for this work. No equipment moving, parking, material storage, etc., shall be permitted on private property without the property owner's consent in writing. The Contractor shall be responsible for trespassing upon private property and for damage to any property, public or private.
- D. Maintenance of Traffic: The Contractor shall be responsible for Maintenance of traffic in accordance with the latest FDOT standards for work zone safety including proper signs, barricades and flagmen.
- E. Site Maintenance: The Contractor shall take the necessary steps to prevent objectionable blowing or drifting of dust, sand, or other debris where the construction occurs in parks, residential, commercial, or other developed areas.
- F. Measurement and Payment of Fill Quantities: The Contractor shall load and weigh (before and after loading) the trucks used to transport the fill from the pit to the construction site. The trucks shall be weighed empty, loaded with fill and weighed full in a location that is easily accessible and will cause no delay in the transport of the fill to the construction site. The Contractor shall have available such equipment as will be necessary to collect the fill, store the fill, load the transport trucks and weigh the trucks full and empty, without interruption. The scales used for weighing the trucks shall be certified by the Florida Department of Transportation. The Contractor shall provide a "weight ticket" for each truckload citing the net weight of material in the truck, the date of delivery, and the project name; these tickets will be the delivered fill quantity under Bid Items 1 & 3.

During construction, by 10:00 a.m. each day, the Contractor will provide to the City a daily log including:

1. A summary table of all truck loads of sand delivered to the site during the prior day including the net weight and the location of delivery for each truckload; and
2. The total tonnage of sand delivered through the prior day. With the Contractor's requests for payment under this bid item, the Contractor shall provide the City with copies of all weight tickets.

Payment for sand fill shall be made on the basis of the quantity (tons) of fill placed within the limits of the project as measured by the weight tickets for each truckload, as reported by the Contractor, and as verified by the City through review of weight tickets and measurements of the fill placement area.

- G. Beach Tilling: The Contractor shall perform beach tilling along the project length between the toe of the newly constructed dune and the Mean High Water Line (MHWL). Tilling shall be performed to a depth of 36 inches. Tilling shall occur only after all dune construction is complete and construction equipment has been removed from the beach. No tilling or construction activities shall occur seaward of the MHWL.