SAMPLE BID DOCUMENT

For Educational Purposes Only

BAYOU PASS VILLAGE

BID DOCUMENTS

March 1, 2017

ADVERTISEMENT FOR BIDS

Florida Home Partnership, Inc.

201 14th Ave S.E. STE H

P.O. Box 771

Ruskin, FL 33575

Bids will be received at the office of Florida Home Partnership, Inc. (Attn: Earl Pfeiffer “Bayou Pass Phase V Subdivision”) bid until 2:00pm Thursday, March 30, 2017.

Bayou Pass Village - Phase 5

Complete Site Development

This project consists of all work necessary to develop a 145 lot single family subdivision including: the construction of a storm water drainage system, sanitary sewer collection system, potable water delivery system, site grading, streets and roadways, including grading, crushed concrete base, asphaltic concrete pavement, curbs and gutters, and other related work.

A set of the Contract Documents may be obtained from the engineer by e-mailing Julie Nicewinter at XXX after 12:00 noon on Wednesday, March 1, 2017. A drop box link will be provided at that time.

The Owner anticipates awarding the contract on April 6, 2017 and site work must commence within 30 days after the award of the contract. The project shall be completed within 180 days of notice to proceed. Completion is evidenced by final inspection from county inspectors, completion of all punch list work and acceptance by the owner.

Contractor is to fill out Construction Schedule (Exhibit “E”) and submit as part of the Proposal.

A mandatory pre-bid meeting is scheduled for Friday, March 10, 2017 at 10:00 AM at Bayou Pass Village Community Center located in the Bayou Pass Village subdivision at 2203 Dorothy Duke Lane, Ruskin. A preconstruction meeting will be held at the same location at 10:00 A.M., Tuesday, April 11, 2017. Questions regarding the bids or plans must be submitted via e-mail to E. Everett Morrow, P.E. at [XXX](mailto:eem@lesc.com)*.* Questions will be received until 5 P.M. on Friday, March 24, 2017.

There shall be no required Bid Bond or Performance Bonds required if the Owner is comfortable with the qualifications of the selected low bidder.

The Owner reserves the right to reject any or all bids and to waive informalities, whichever he deems in his own best interest.

**Owner’s Representative**

E. Everett Morrow, P.E.

Landmark Engineering & Surveying Corporation

8515 Palm River Road

Tampa, FL 33619

Tel: XXX

Fax: XXX

Cell: XXX

Email: XXX

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

Earl Allen Pfeiffer

Executive Director

March 1, 2017

TO: All Bayou Pass Phase V Prospective Bidders

FR: Earl Allen Pfeiffer, Executive Director

**RE: Invitation to Bid on Site work for Bayou Pass Village – Phase 5, Ruskin**

Greetings:

Florida Home Partnership is a not-for-profit housing provider that has housed over 800 families in Hillsborough County since 1997. We are embarking on our newest development, Bayou Pass Phase 5, which will feature 145 single family homes. I am the Residential Contractor license holder at FHP, and I typically like to introduce our program and our special needs at the outset of each bidding process.

We have hired the firm of Landmark Engineering & Surveying Corporation. as our Construction Manager on this project. They will be working with me and the entire FHP staff in the site contractor selection process.

FHP tries to be a great client; easy to work with, fair, and we typically pay our vendors very promptly. We are advocates for our clients, low-income first-time homebuyers. We anticipate engaging a fairly priced site development contractor that will work with us to meet the objectives of our program.

In addition to the bid items in this contract, I would like to draw your attention to the following unique project requirements of the Bayou Pass Phase 4 Community. These requirements are:

* This program requires compliance to HUD’s Section 3 guidelines, which requires the Contractor to make every effort possible to hire workers that are low-income. Monthly reporting is required, and guidelines are found at the end of this spec book.
* FHP has the expectation, that the perimeters of the parcel (typically outside the silt fence) be finished, typically in Bahia sod. Please ask me if you have any questions regarding this.
* The Contractor will be required to sign the application for the Notice of Intent for the FDEP NPDES permit. FHP will pay the application fee and have the application submitted to FDEP. Upon completion of the job, all disturbed areas that are not sodded will be required to be hydro mulched in order that the Notice of Termination can be filed for the NPDES permit.
* At this point, it is anticipated that Contractor will provide NO bonding on this project, as long as Contractor passes vetting by FHP and the Engineer. If bonding is required, FHP will separately negotiate with successful bidder for the additional cost of bonding to be added into the contract.

Florida Home Partnership will receive sealed bids as noticed within. **We will select from the lowest responsible bidders and work to negotiate a mutually beneficial contract with one Contractor**. We anticipate starting (moving dirt) in April 2017.

I appreciate the effort you are extending in bidding this project and wish you much success. Should you have any questions, please do not hesitate to contact me.

Enclosed with this invitation to bid, you will find a brochure highlighting Florida Home Partnership’s Self Help Housing Program. Additional information may be found on our website [www.flhome.org](http://www.flhome.org). A few additional pamphlets are enclosed that you may desire to share with your employees.

**Gentlemen, please sharpen your pencils**……………………………

Sincerely,

Earl Allen Pfeiffer

Executive Director

CRC XXX

TEL: XXX

EMAIL: XXX

**INSTRUCTION TO BIDDERS**

1. **GENERAL**

# 1.01 Obligation of Bidder to inform himself as to all conditions relating to project.

1. The Bidder, by and through the submission of his bid, agrees that he shall be held responsible for having theretofore examined the site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, and location of the site, the nature of the ground, surface and subsurface, the water elevations, location of buried utilities and any other conditions surrounding and affecting the work, and obstructions, the nature of any existing construction, and all other physical characteristics of the job, in order that he may include in the prices which he bids all costs pertaining to the work and thereby provide for the satisfactory completion thereof.
2. Any records of contours, obstructions and other subsurface investigations shown on the Drawings or included hereinafter, were made solely for design purposes for the work: and the Owner and his Design Engineer do not warrant, guarantee or represent that said data is correct with respect to actual subsurface conditions, and/or that he has otherwise satisfied himself with respect to such conditions; and, should the Bidder be awarded the Contract, he agrees that he will make no claims against the Owner or his Engineer if, in carrying out the work, he finds that the actual conditions do not conform to those indicated.
3. The Bidder, in preparing his bid, shall take into consideration that work by other contractors may be in progress at or near the site during the performance of the work to which the bid relates and that he will be expected, should he be awarded a Contract, to avoid interference with work done by such other contractors and to coordinate his work with other contractors at the site.

1.02 Familiarity with laws

The bidder is required to be familiar with and should be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

1.03 Davis-Bacon Wage Requirement

There are no Davis-Bacon wage requirements for this project.

Section 3 Requirement - This project is funded in part with Federal Funds. As such the Contractor shall be responsible for assuring compliance to HUD’s Section 3 clause found elsewhere in these documents. Very simply, Section 3 requires that the Contractor make diligent efforts to hire workers and sub-contractors that are lower income individuals, that could be eligible for FHP’s housing programs. The Owner shall assist the Contractor in posting “Help Wanted” signs where low-income individuals are likely to see such notices.

HUD requires that approximately 1/3 of the new hires be Section 3 eligible. Essentially, Section 3 eligible people are of the same income level as the clients that are served by this development. The Contractor will be required to demonstrate efforts to recruit Section 3 workers for this project.

Appendix “H” as attached in this bid package, from the Housing Assistance Council, shall become a part of the contract between Owner and Contractor. A Section 3 compliance report shall be turned in with each monthly progress payment. Florida Home Partnership’s Section 3 representative is: Eileen Burke, Special Project’s Coordinator and she can be reached at XXX.

1.04 Owners Representative or Construction Manager

The Owner has contracted with E. Everett Morrow, P.E. and the firm of Landmark Engineering & Surveying Corporation to serve as the Construction Manager (CM) for the project of Bayou Pass Village - Phase 5 Site Development. In their official capacity, the CM shall work on the Owner’s behalf to deliver a project on schedule and on budget. The CM shall work to facilitate expedited permit review, assist in selection and hiring of a Site Development Contractor while working to provide value engineering on the Owner’s behalf.

The CM shall assist the Owner in carrying out his duties on this project and will help facilitate timely responses from all parties involved in the site construction of the Bayou Pass Village - Phase 5. The CM will be present from time to time on the site and will work to provide the best interests of the Owner. The CM shall help the Owner coordinate the timely flow of documents on the project and work to effect timely responses from Hillsborough County to keep the project on time and assure a timely project close-out.

The CM shall not have the authority to make material decisions or changes, without Owner’s express permission, that would materially affect the integrity of the project or modify the project’s costs.

The Construction Manager is:

E. Everett Morrow, P.E.

Landmark Engineering & Surveying Corporation

8515 Palm River Road

Tampa, FL 33619

1. **PREPARATION OF BID**

2.01 Examination of Contract Documents

The Bidder shall examine carefully the Drawings and Specifications and other contract documents, and inform himself thoroughly regarding any and all conditions and requirements, including the construction schedule, that may in any manner affect the work to be performed under the contract. Ignorance on the part of the contractor will in no way relieve him of the obligations and responsibilities assumed under the Contract.

2.02 Discrepancies

Should a Bidder find discrepancies or ambiguities in, or omissions from, the Drawings or Specifications, or should he be in doubt as to their meaning, he shall at once notify the Construction Manager.

When a conflict exists between written documents and items showing on the plans, the most beneficial interpretation benefitting the owner and/or the project shall govern.

2.03 Addenda, changes or interpretations during bidding

No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of bids will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective bidders not later than five (5) days prior to the established bid opening date. Each prospective bidder shall acknowledge receipt of such addenda in the space provided therefore in the Proposal form. All addenda are a part of the Contract Documents and each bidder will be bound by such addenda.

2.04 Preparation and submission of bids

1. Signature of the Bidder: The Bidder must sign the Proposal forms in the space provided for the signature. If the Bidder is an individual, the words “doing business as \_\_\_\_\_\_\_\_\_”, or “Sole Owner” must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words “Member of the Firm” should be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the Proposal on behalf of the corporation must be stated and evidence of his authority to sign the Proposal must be submitted. The Bidder shall state in the Proposal the name and address of each person interested therein.
2. Basis for Bidding: The price bid for each item shall be on a unit price basis. The bid unit prices shall remain unchanged for the duration of the contract and no claims for cost escalation during the progress of the work will be considered.
3. Price Bid: The total price bid for the work shall be the total of the unit prices bid for the individual items and shall be stated in figures in the appropriate place on the bidders Proposal. In the event that there is a discrepancy on the Proposal due to unit price additions, the corrected additions shall be used to determine the project bid amount.
4. Submission of Bids:
5. Proposals will be received until the date and hour stated in the Advertisement for Bids.
6. The Bidder must submit with his bid an accompanying letter in which he shall list the names and addresses of his subcontractors excluding suppliers, together with the services they will supply. These subcontractors will be subject to review as to their competency by the Owner prior to award of Contract and shall be one of the considerations in determining the lowest responsible Bidder as defined hereinafter. After award of Contract, no change in subcontractors shall be made unless approved by the Owner after a request for such change has been submitted in writing by the Contractor which shall include the reasons for such request. Approval of such changes will not be unreasonably withheld.
7. The Bidder must execute the “Florida Trench Safety Act Certification and Disclosure Statement” as provided in these contract documents. Failure to complete the above may result in the bid being declared non-responsive.
8. The bidder shall provide a written statement, prepared by the bidder, which includes a sworn statement executed by, or on behalf of, the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. The Owner will not consider any bid unless such statement is completed and enclosed with the proposal.
9. **ACCEPTANCE AND AWARD**

3.01 Disqualification of Bidders

1. One Proposal: Only one Proposal from an individual firm, partnership, or corporation under the same or under different names will be considered. If it is believed that a Bidder is interested in more than one Proposal for the work involved, all Proposals in which such a Bidder is interested will be rejected.
2. Collusion Among Bidders: If it is believed that collusion exists among the Bidders, the Proposals of all participants in such collusion will be rejected, and no participants in such collusion will be considered in future Proposals for the same work.
3. Evidence that one bidder has a financial interest in the firm of another bidder for the same work
4. Failure to pay or satisfactorily settle all bills due for labor and material on other contracts in force at the time of advertisement for bids.
5. Default under a previous contract.
6. Employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act.

3.02 Right to accept or reject bids

Bids which contain modifications, are incomplete, unbalanced, conditional, obscure, or which contain additions not requested, or irregularities of any kind, or which do not comply in every respect with the Instructions to Bidders, and the Contract Documents, may be rejected at the option of the Owner. The Owner does not bind himself to accept the minimum bid stated herein, but reserves the right to accept any bid which in the judgment of the Owner will best serve the needs and interests of the Owner.

3.03 Award of Contract

1. The Owner reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re-advertise for all or part of the work contemplated. The Owner reserves the right, prior to award of Contract, to delete from the scope of the project any item or any combination of items the aggregate bid prices for which do not exceed 25 percent of the total bid price for the project.
2. The **Contract will be awarded on the basis of the lowest responsible NEGOTIATED Bid** that is consistent with the intent of the Contract Documents. It is the intent of the owner to receive and review bids on the due date. After review of each bid, the owner will work with each interested contractor to negotiate a contract **that is in the best interest of the owner**. In determining the lowest responsible bidder, the following elements, in addition to those noted in the Contract Documents, will be considered: **total proposed cost, availability to commence construction in a timely manner, and proposed construction schedule, outlining length of construction**. In addition, the items listed in “Section-C” below, will be considered in determining the LOWEST RESPONSIBLE NEGOTIATED BID.
3. Does each Bidder involved: (1) maintain a permanent place of business; (2) have adequate plant and equipment to do the work properly and expeditiously; (3) have suitable financial status to meet the obligations incident to the work; (4) have appropriate successful contractual and technical experience in similar work; and further (5) what proportional amount of the work does each Bidder intend to perform with his own organization as compared with the portion he intends to subcontract; and (6) what are the qualifications of subcontractors whom each Bidder proposes to use? In addition, each bidder shall produce satisfactory evidence that he and all subcontractors he proposes to use hold valid state, county, and local licenses or certificates of competency covering all operations and all areas of political jurisdiction involved in the work of this Contract.
4. The ability of any Bidder to obtain a performance bond shall not be regarded as the sole test of such Bidder’s competence or responsibility
5. The owner also reserves the right to reject the Proposal of a Bidder who has previously failed to perform properly, or to complete, Contracts of a similar nature on time.

3.04 Execution of Contract

The Bidder to whom a Contract is awarded will be required to execute in four (4) counterparts the prescribed Contract within ten (10) days from the date of Notice to Acceptance of the Bidder’s Proposal, and deliver the executed Contract to the Owner.

1. **CONTRACT BOND**

4.01 General Requirements of the Bond

Upon award, furnish to the Owner, and maintain in effect throughout the life of the Contract, an acceptable surety bond in a sum at least equal to the amount of the Contract. Execute such bond on the prescribed form or such form as the Owner may select. Obtain a surety that has a resident agent in the State of Florida, meets all of the requirements of the laws of Florida. Ensure that the surety’s resident agent’s name, address, and telephone number is clearly stated on the face of the Contract Bond.

4.02 Continued Acceptability of Surety

Provide a surety bond that remains acceptable to the Owner throughout the life of the Contract. Twelve (12) plus months from the date of final acceptance of the work as a protection to the owner against losses resulting from latent defects in materials or improper performance of work under the Agreement, which may appear in that period. In the event that the surety executing the bond, although acceptable to the Owner at the time of execution of the Contract, subsequently becomes insolvent or bankrupt, or becomes unreliable or otherwise unsatisfactory due to any cause that becomes apparent after the Owner’s initial approval of the company, then the Owner may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company that is reliable and acceptable to the Owner.

4.03 Default by Contractor

In case of default on the part of the Contractor, the Owner will charge against the bond all expenses for services incidental to ascertaining and collecting losses under the bond, including accounting, engineering, and legal services, together with any and all costs incurred in connection with renegotiation of the Contract.

4.04 Surety to Furnish Legal Defense

The surety company shall indemnify and provide defense for the Owner when called upon to do so for all claims or suits against the Owner arising out of the Contract. The amount of the contract price is the sole limitation of this indemnification.

4.05 Liability for Wrongful or Criminal Act by Contractor

The principal and surety executing the bond shall be liable to the State in any civil action that might be instituted by the Owner for double any amount in money or property the Owner might lose, or be overcharged, or otherwise be defrauded of by any wrongful or criminal act of the contractor, his agent or his employees.

4.06 Failure by Contractor to Execute Contract and Furnish Bond

In the event that the bidder fails to execute the awarded Contract and to file an acceptable bond within 20 days of Contract award, the Owner may annul the award. The Owner may then award the Contract to the next lowest responsible bidder, re-advertise, or accomplish the work using other resources.

4.07 Power of Attorney

Attorneys-in-Fact who sign Contract Bonds, must file with such bonds a certified copy of their Power of Attorney to sign said bonds.

4.08 Qualifications of Sureties

The following requirements shall be met by all surety companies furnishing bid, performance, payment or other type of bonds:

1. Qualifications: As to companies being rated acceptable:
   1. The Surety shall be rated a “A” or better as to General Policyholders Rating and Class X or better as to Financial Category by Best’s Key Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York, 10038.
   2. The Surety shall be listed on the U.S. Department of the Treasury, Fiscal Service, Bureau of Government and Financial Operations, Circular 570 (1980 Revised) entitled, “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring companies”.
   3. All Surety Companies are subject to approval and may be rejected by the Owner without cause, in the same manner that bids may be rejected.
2. Limitations: Bonding limits or Bonding Capacity refer to the limit or amount of Bond acceptable on any on risk. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best’s Key Rating Guide, on any one risk (penalty or amount of any one bond).
3. Requirements: Policy Holders Surplus is required to be 5 times the amount of any one bond.

**LAND DEVELOPMENT CONTRACT AGREEMENT**

THIS AGREEMENT, made as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ in the year 2017, by and between Florida Home Partnership, Inc. (hereinafter called the “Owner”) and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the “Contractor”).

The Owner and Contractor in consideration of the mutual promises, covenants and conditions hereinafter set forth, agree as follows:

Article 1. WORK. The Contractor will perform all work as shown and described in the Contract Documents for the completion of the Project generally described as follows:

Bayou Pass Village - Phase 5

Article 2. PROPERTY. The property upon which the work is to be performed is legally described as follows:

Bayou Pass Village - Phase 5

The work to be performed is for:

Complete Site Development

Article 3. ENGINEER. The Project has been designed by the Engineer designated below who may act as the Engineer in connection with completion of the Project in accordance with the Contract Documents.

Design Engineer: E. Everett Morrow, P.E. of Landmark Engineering & Surveying Corporation

Construction Supervision Engineer:

E. Everett Morrow, P.E. of

Landmark Engineering & Surveying Corporation

Engineer’s Address:

8515 Palm River Road

Tampa, FL 33619

Article 4. CONTRACT TIME, WARRANTY PERIOD, PAYMENT OF PERFORMANCE BOND AND WARRANTY BOND. The work shall be commenced within thirty (30) days after receipt by the Contractor of the Notice to Proceed. Time is of the essence for completion of the work, and the **work shall be completed in every respect in accordance with the Contract Documents within 180 calendar days after receipt of the Notice to Proceed or the issuance of a site permit from Hillsborough County (whichever date is later)** unless specifically extended or accelerated by Change Orders, suspension of work, or time extensions granted by Owner. Contractor shall pay Owner the sum of $500.00 per day for each calendar day of delay in completion of the work in accordance with Section 17.7 of the General Conditions. For subdivision improvements, Contractor’s warranty shall continue for a period of twenty-five months from the date the last of the dedicated portions of the improvements of the project have been initially accepted by the owner and the Hillsborough County Board of County Commissioners. Contractor shall not provide a payment and performance bond pursuant to Article 9.1 of the General Conditions.

Article 5. CONTRACT PRICE. The Owner will pay the Contractor for performance of the work and completion of the Project in accordance with the Contract Documents subject to increases or decreases by Change Orders as follows:

5.1 The total LUMP SUM contract price is: $\_\_\_\_\_\_\_\_\_\_\_

* 1. The total lump sum contract price for each schedule of work provided for in the contract is as follows:

\*SCHEDULE A EARTHWORK $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SCHEDULE B PAVING $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SCHEDULE C STORM DRAINAGE $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SCHEDULE D WATER $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SCHEDULE E SANITARY SEWER $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Incudes excavating the pond to the plan elevations and hauling the excess dirt to the 6th Street - Ruskin Subdivison located on the west side of 6th Street SE at it’s intersection with 16th Avenue SE.

5.3 Unit prices for determination of costs of segments of work not completed, added or deleted by Change Order, are included in the portion of the Contractor’s proposal incorporated herein.

Article 6. PAYMENTS. Payments on the contract amount are to be made as follows:

* 1. Payments are to be made on: progress payment basis.
  2. All payments shall be made in accordance with Article 17 of the General Conditions.
  3. If this contract designates progress payments, then payment shall be made as follows:

1. On or about the 21st day of each month during construction, the Owner will pay for 90% of the value of the Work substantiated by the Application less the amount of previous payments made by Owner to Contractor.
2. Final payment shall be made in accordance with Article 17.5 of the General Conditions.

Article 7. CONTRACT DOCUMENTS. The Contract Documents which comprise the contract between the Owner and the Contractor are attached hereto and made a part hereof and consist of the following:

**All Items Included in the bound Bayou Pass Village - Phase 5 Bid Documents book dated March 1, 2017 and the following items (which may or may not) be included in the above referenced book:**

1. Contract Agreement, pages:
2. Specifications consisting of:

General Conditions,

Addendum to Contract Documents

Technical Specifications

1. Portion of Contractor’s Proposal consisting of unit prices signed by Owner and Contractor as agreed unit prices attached hereto as Exhibit “A”.
2. Copy of Form of Notice to Proceed attached hereto as Exhibit “B”.
3. Copy of Form of Change Orders attached hereto as Exhibit “C”.
4. Form of Applications for Payment attached hereto as Exhibit “D”.
5. Bayou Pass Phase 4 Subdivision Project Plan Set [Drawings] dated November 8, 2011, Latest Revision dated 1/26/17, prepared by Engineer.
6. Addenda numbers N/A to N/A, inclusive.
7. Construction Schedule – Attached hereto as Exhibit “E”.
8. Florida Trench Safety Act Certification and Disclosure Statement – Attached hereto as Exhibit “F”.
9. Section 3 Compliance Guidelines and Requirement Attached here as Appendix “H”

Article 8. INDEMNIFICATION. For ten ($10.00) dollars and other good and valuable specific consideration, receipt of which is hereby acknowledged by the Contractor, the Contractor agrees to indemnify the Owner, and its agents and employees in accordance with Article 8.2 of the General Conditions.

Article 9. CONTRACTOR’S INSURANCE. In accordance with Article 9 of the General Conditions of this contract, the Contractor shall secure and maintain such insurance policies as will protect Contractor, subcontractors (unless otherwise specified) and the Owner, from claims for bodily injuries, death, or property damage which may arise from operations under this contract whether such operations be by Contractor, or any subcontractor, or anyone employed or engaged by them.

Article 10. NOTICES.

* 1. All notices from the Contractor to Owner shall be sent to Owner’s Engineer at the address set forth in Article 3 and to the Owner, and the Construction Manager as follows:

Owner

Earl Allen Pfeiffer

Executive Director

Florida Home Partnership, Inc

201 14th Ave S.E. Suite H

P.O. Box 760

Ruskin, FL 33575

Construction Manager E. Everett Morrow, P.E.

Landmark Engineering & Surveying Corporation

8515 Palm River Road

Tampa, FL 33619

All notices to be sent by Owner to Contractor shall be sent as follows:

Contractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Contractor Representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Article 11. OWNER’S OPTION TO ELECT ARBITRATION FOR RESOLVING DISPUTES.

* 1. All claims, disputes, and other matters in question arising out of, or relating to, this contract or the breach thereof, shall be decided by arbitration at the option of the Owner in accordance with the construction industry arbitration rules of the American Arbitration Association then pertaining.
  2. Should the Contractor desire to make a claim against the Owner or resolve a dispute by legal proceedings, then the Contractor shall notify the Owner in writing. Upon receipt of such notice, the Owner shall have fifteen days in which to notify the Contractor in writing that the claim or dispute shall be resolved by arbitration. If the Owner elects to have the dispute resolved by arbitration, then such election shall be binding upon the Contractor and shall constitute an enforceable agreement to arbitrate the dispute under the prevailing arbitration law. No judicial proceeding shall be commenced against Owner by Contractor, if Owner has notified Contractor of its election to arbitrate. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.
  3. An arbitration proceeding shall be commenced by the Contractor if Owner has elected the arbitration pursuant to the procedures set forth above by the Contractor providing written notice of demand for arbitration to the Owner and by filing a copy thereof with the American Arbitration Association. If the Owner has a claim or dispute with the Contractor and Owner desires to have the dispute resolved by arbitration, the Owner shall likewise provide written notice of demand for arbitration to the Contractor and shall file a copy thereof with the American Arbitration Association. Nothing herein shall preclude the Owner from instituting a judicial proceeding against Contractor in lieu of arbitration.
  4. Contractor shall include in any contract with a subcontractor that all subcontractors and others performing the work or supplying materials through the subcontractor shall likewise be bound to arbitrate a claim or dispute with Owner or involving a claim or dispute between Owner and Contractor at Owner’s option.
  5. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
  6. The Contractor shall carry on the work and maintain the progress schedule during any arbitration proceeding unless otherwise agreed by it and the Owner in writing.

Article 12. MISCELLANEOUS.

* 1. Terms used in this agreement which are defined in Articles of the General Conditions shall have the meanings indicated in the General Conditions.
  2. The Contractor shall not assign this Contract or any part hereof, nor assign any monies due or to become due, without the prior written consent of the Owner.
  3. The representative of the Contractor warrants and represents to the Owner that he is duly authorized to execute this Contract on behalf of the Contractor and has duly received all appropriate resolutions or authorizations as may be required binding the Contractor to the terms hereof, and has delivered duly verified copies thereof to Owner.
  4. The Contract Documents constitute the entire Agreement between the Owner and Contractor. The Contract Documents shall be governed be the laws of the State of Florida.

Article 13. OTHER PROVISIONS.

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

FLORIDA HOME PARTNERSHIP, INC. Contractor

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

Earl Allen Pfeiffer Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executive Director Title: ­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WAIVER AND RELEASE OF LIEN**

(Subcontractor or Supplier)

STATE OF FLORIDA

COUNTY OF HILLSBOUROUGH

Whereas, the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_has been employed by

(Name of Subcontractor)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to furnish labor, materials, supplies or subcontract services in connection

(Contractor)

with the construction of Bayou Pass Village Subdivision Complete Site Development, Hillsborough County, Florida, which property is owned by Florida Home Partnership, Inc.;

NOW THEREFORE, the undersigned, for and in consideration of the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby waives and releases any and all lien, or claim or right of lien on the above referenced property, on account of labor, materials, supplies, or subcontract services, or any combination thereof, heretofore furnished on said project.

GIVEN UNDER our hand and seal \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

WITNESSES:

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

(Subcontractor)

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

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

I HEREBY CERTIFY that on this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, before me

personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of

(Name) (Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to me known to be the person described in and who executed the (Name of Subcontractor )

foregoing instrument and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned and the said instrument is the act and deed of said entity.

WITNESS my signature and official seal this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

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

NOTARY PUBLIC

STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES:

**WAIVER AND RELEASE OF LIEN**

(Contractor )

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Whereas, the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been employed by Homes for

(Name of Contractor )

Hillsborough Inc. to furnish labor, materials, supplies or subcontract services in connection with the site development and/or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Construction of Bayou Pass Village Subdivision Roadway and Infrastructure Improvements, Hillsborough County, Florida, which property is owned by Florida Home Partnership Inc.;

NOW THEREFORE, the undersigned, for and in consideration of the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby waives and releases any and all lien, or claim or right of lien on the above referenced property, on account of labor, materials, supplies, or subcontract services, or any combination thereof, heretofore furnished on said project.

GIVEN UNDER our hand and seal this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

WITNESSES:

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

( Contractor )

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

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

I HEREBY CERTIFY that on this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, before me

personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of

(Name) (Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to me known to be the person described in and who executed the (Name of Contractor )

foregoing instrument and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned and the said instrument is the act and deed of said entity.

WITNESS my signature and official seal this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

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

NOTARY PUBLIC

STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES:

**CONTRACTOR’S AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, authorized to administer oaths and to take

acknowledgements, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of

(Name) (Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who, after first being duly sworn, upon oath deposes and says:

(Contractor)

1. That contractor is furnishing this affidavit to Florida Home Partnership Inc., as owner of

Bayou Pass Village Subdivision Roadway and Infrastructure Improvements, Hillsborough County, Florida, incidental to an application for progress payment or final payment on said project.

2. That the sole subcontractors and/or suppliers who have furnished materials or labor on said job for contractor prior to the date of this affidavit are:

(1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(3) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(4) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(5) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. That all such subcontractors and/or suppliers have been paid in full, or will be paid in full, from any proceeds paid by Florida Home Partnership Inc. incident to said application for progress payment or final payment, as the case may be.

4. Contractor certifies that all laborers employed by it and all taxed imposed by Chapter 212 or other provisions of the Florida Statutes have been paid and discharged, and that there are no bills, wages, fees, claims or other charges incurred by contractor remaining unpaid except as expressly set forth herein.

5. Contractor hereby waives and releases all lien or claim or right of lien on said property for labor or materials heretofore furnished for work prior to the date hereof.

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

(Contractor)

WITNESSES:

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

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

I HEREBY CERTIFY that on this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, before me

personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of

(Name) (Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to me known to be the person described in and who executed the

(Name of Contractor)

foregoing instrument and acknowledged the execution thereof to be his free act and deed as such officer,

for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said

corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

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

NOTARY PUBLIC

STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES:

Exhibit A

**PROPOSAL**

For

**Bayou Pass Village - Phase 5**

For

Florida Home Partnership, Inc.

201 14th Ave S.E. STE H

P.O. Box 771

Ruskin, FL 33570

Submitted\_\_\_\_\_\_\_\_\_

Gentlemen:

The undersigned as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no person other than herein mentioned has any interest in the Proposal, is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respect fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or from sufficient investigations, has fully satisfied himself as to the character, conditions and requirements of the work, and that he assumes full responsibility therefore; that he has examined the Drawings and Specifications for the work and from his own experience, or from professional advice, is satisfied that the drawings and specifications are sufficient for the work to be done; that he has examined the other Contractual Documents relating thereto, including the Advertisement for Bids, Instructions to Bidders, Proposal, Contract, General Conditions and Special Conditions, Technical Specifications and has read all Addenda prior to the opening of bids, and that he has satisfied himself fully relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the Owner in the form of contract agreement specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the Proposal and the Contract, and called for by the Drawings and the other Contract Documents and in the manner specified.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion as required by the Owner.

The Bidder understands and agrees that the Owner reserves the right to award the work, or negotiate a contract for the work, in any manner, that is deemed by the Owner, to be in the best interest of the Owner, and the clients it serves.

The undersigned Bidder agrees to accept full compensation for all work required by these Contract Documents. The total lump sum price established for a particular item is to be used for computing the dollar amount for Change Orders, should they be required for the project. (Lump Sum)

Furthermore, the Bidder understands that:

The Bidder agrees that the **LUMP SUM BID** includes all items of work required to complete the project in accordance with the Contract Documents. The Bidder has included the cost of any item excluded from the Bid Schedule in another related item. No extras will be allowed for items not included on the Bid Schedule, but are indicated in the Contract Documents as being needed to complete the work.

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

Name

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

Title



**Bayou Pass Village - Phase 5**

**Bayou Pass Village - Phase 5**

|  |
| --- |
| BID FORM |

**Contractor shall submit itemized unit price and quantity breakdowns on Contractor’s own standardized bid sheets. Quantity breakdowns and unit prices will be compared to other submitted bids, and will be utilized to determine pay estimates.**

EXHIBIT “B”

Date

Name of Contractor

Street

City, state

Re: Bayou Pass Village - Phase 5

Gentlemen:

In accordance with the Contract Documents, you are hereby issued the Notice to Proceed effective this date for the above referenced contract.

Sincerely,

Florida Home Partnership, Inc.

201 14th Ave. S.E. Suite H

P.O.Box 760

Ruskin, FL 33575

Earl Pfeiffer

Executive Director

cc: File

EXHIBIT “C”

FLORIDA HOME PARTNERSHIP, INC.

TIME FOR PERFORMANCE CONTRACT CHANCE ORDER

TIME CHANGE ORDER NO. \_\_\_\_\_\_\_\_\_\_\_\_

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

CONTRACTOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ENGINEER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Conditions: The changes described herein shall be governed by the terms and conditions of the Contract, and shall not in any way alter the terms of the Contract, but shall hereafter be a part of the Contract.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item  No. | Date of  Adverse  Weather | Description | Work  Affected | Remedial Action  Being Taken to  Alleviate Delay | No. of Days  Extension  Requested |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

TOTAL TIME EXTENSION \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Requested by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTRACTOR

I certify that an on‑site inspection was made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; that site conditions will not allow construction of work; that the contractor is actively pursuing remedial action to alleviate delay.

Recommended by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ENGINEER

Approved by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER

NOTE: 1. Request to be filed with Engineer within 48 hours of adverse weather conditions.2. Engineer to forward request to Owner with Engineer’s recommendation within 3 days of receipt from Contractor.





EXHIBIT “F”

**FLORIDA TRENCH SAFETY ACT**

**CERTIFICATION AND DISCLOSURE STATEMENT**

The undersigned acknowledges the requirements of the Florida Trench Safety Act., F.S.(Section 553.60 et. Seq. Florida Statutes), and hereby commits the bidder to the following in the performance of the work in the event that the subject contract is awarded to and executed by said bidder.

1. The Bidder further acknowledges that the Florida Trench Act., (the Act) establishes the Federal excavation safety standards set forth at 29 CFR part 1926, Subpart P as the Interim State Standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivision.
2. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.
3. The Contractor shall consider the geotechnical data available from the Owner, if any, the Contractor’s own sources, and all other relevant information in its design of the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system itself.
4. The amounts that the Bidder has set forth for pipe installation includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit prices shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Contract time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

Trench Safety Units of

Measure Measure Unit Unit Extended

(Description) (LF, SF) Quantity Cost Cost

A. \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

B. \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

C. \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

D. \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

E. \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Bidder may use additional sheets as necessary to extend this form.

Failure to complete the above may result in the bid being declared non-responsive.

1. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor’s obligation to comply with said standards. Contractor shall extend additional sums at no additional cost to the Owner, if necessary, to comply with the Act (except as may otherwise be provided).
2. Acceptance of the bid to which this certification and disclosure applies in no way represents that the Owner or its Representative has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

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

Company

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

Name (Title)

Address:

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

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

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

Telephone ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**GENERAL CONDITIONS TO LAND DEVELOPMENT**

**CONRACT AGREEMENT**

ARTICLE 1: DEFINITIONS

Wherever used in these General Conditions or in other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

**Addendum to Contract Documents** – Additions, deletions or change to the contract agreement or general conditions signed by Owner and Contractor strictly in accordance with the requirements thereof.

**Advertisement** – The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as “Notice to Contractors,” or “Notice to Bidders.”

**Agreement** – The written agreement between the Owner and the Contractor covering the work to be performed; including all Contract Documents.

**Affidavit** – A verified instrument duly acknowledged and executed by the Contractor and submitted with the application for payment indicating that all labor, materials, equipment and any other sums incurred by the Contractor in conjunction with the work have been paid in full to the date of application.

**Application for Payment** – The form which is to be used by Contractor in requesting substantial and final payments, including an affidavit of Contractor, a copy of which is attached as Exhibit “D”.

**Architect** – The Architect as defined in s.481.203(3) Florida Statutes.

**Architect Of Record** – The Architect or Architectural Firm registered in the State of Florida that performs services for the Owner in connection with the design and construction of buildings.

**Architecture** – The practice of architecture as defined in s.481.203(6) Florida Statutes.

**Article** – The numbered prime subdivision of a Section of these Specifications.

**Bidder** – An individual, firm, or corporation submitting a proposal for the proposed work.

**Calendar day** – Every day shown on the calendar, ending and beginning at midnight.

**Change** **Order** – A written order issued by the Owner and accepted by the Contractor, covering minor changes in the plans, specifications, or quantities of work, within the scope of the Contract, when prices for the items of work affected are previously established in the Contract.

**Consultant** – The Professional Engineer or Engineering Firm, or the Architect or Architectural Firm, registered in the State of Florida and under contract to the Owner to perform professional services. The consultant may be the Engineer or Architect of Record or may provide services through and be subcontracted to the Engineer or Architect of Record.

**Contract** – The term “Contract” means the entire and integrated agreement between the parties thereunder and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents form the Contract between the Owner and the Contractor setting for the obligations of the parties thereunder, including, but not limited to, the performance of the Work and the basis of payment.

**Contract** **Documents** – The term “Contract Documents” includes: Advertisement for Proposal, Proposal, Certification as to Publication and Notice of Advertisement for Proposal, Appointment of Agent by Nonresident Contractors, Noncollusion Affidavit, Warranty Concerning Solicitation of the Contract by Others, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Standard Specifications, Supplemental Specifications, Special Provisions, plans, Addenda, or other information mailed or otherwise transmitted to the prospective agreements, all of which are to be treated as one instrument whether or not set forth at length in the form of contract. All items furnished in the bound book, Bayou Pass Village Phase III Bid Documents dated March 20, 2009 are hereby also included in the definition of Contract Documents.

**Contract Bond** – The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.

**Contract Time** – The number of calendar days allowed for completion of the Contract work, including authorized time extensions.

**Contractor** – The individual, firm, joint venture, or company contracting with the Owner to perform the work.

**Controlling Work Items** – Those work items that are directly interrelated such that each has a definite influence on progress of the overall work.

**Culverts** – Any structure not classified as a bridge that provides an opening under the roadway.

**Dedicated Improvements** – Those portions of the work such as streets, water lines, sewer lines, and drainage facilities which will be dedicated by the Owner to the appropriate governmental authorities and be formally accepted by them in the manner prescribed by law.

**Delay** – Any unanticipated event, action, force or factor which extends the Contractor’s time of performance of any controlling work item under the Contract. The term “delay” is intended to cover all such events, actions, forces or factors, whether styled “delay”, “disruption”, “interference”, “impedance”, “hindrance”, or otherwise, which are beyond the control of and not caused by the Contractor, or the Contractor'’ subcontractors, materialmen, suppliers or other agents. This term does not include “extra work”.

**Designer of Record** – The Architect of Record or the Engineer of Record.

**Drawings** – The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the Engineer and are included in the Contract Documents.

**Engineer** – The person, firm or corporation named as such in the Agreement.

**Engineer of Record** – The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept for the project, performs the analysis, and is responsible for the preparation of the Contract Documents. The Engineer of Record may be Owner in-house staff or a consultant retained by the Owner. The Contractor shall not employ the Engineer of Record as the Specialty Engineer.

**Equipment** – The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the work.

**Extra Work** – Any “work” which is required by the Engineer to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions, or otherwise. This term does not include a “delay”.

**Highway, Street, or Road** – A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

**Holidays** – Days designated by the State Legislature or Cabinet as holidays, which include, but are not limited to, New Year’s Day, Martin Luther King’s Birthday, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day and the following Friday, and Christmas Day.

**Inspector** – An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by the Contractor.

**Laboratory** – The official testing laboratory used by the Owner.

**Notice** **to** **Proceed** – The letter from the Owner to the Contractor instructing the Contractor to commence work within ten (10) calendar days after the date of the notice.

**Major** **Item** **of** **Work** – Any item of work having an original Contract value in excess of 5% of the original Contract amount.

**Materials** – Any substances to be incorporated in the work under the Contract.

**Plans** – The approved plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

**Proposal** (Bid, Bid Proposal) – The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

**Proposal** **Form** – The official form on which the Owner requires formal bids to be prepared and submitted for the work.

**Proposal** **Guaranty** – The security furnished by the bidder as guaranty that the bidder will enter into the Contract for the work if the Owner accepts the proposal.

**Provided** – as used in the Specifications or upon the Drawings, provided shall be understood to mean “provided complete in place,” that is, “furnished and installed.” Where as shown, as indicated, as detailed, or word of similar import are used, it shall be understood that references to the drawings and/or Specifications accompanying these documents are intended unless otherwise expressly stated.

**Right**-**of**-**way** – The land that the Owner has title to, or right of use, for the road and its structures and appurtenances, and for material pits furnished by the Owner.

**Roadbed** – The portion of a highway or road within the limits of construction.

**Shop Drawings** – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared or supplied by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the work.

**Shoulder** – The paved or unpaved portion of the roadbed outside the edges of the traveled way or back of curb, and extending to the top of front slopes.

**Specifications** – The directions, provisions, and requirements contained herein, together with all stipulations contained in the Contract Documents, setting out or relating to the method and manner of performing the work, or to the quantities and qualities of materials and labor to be furnished under the Contract.

1. Developmental Specification: A specification developed around a new process, procedure, or material.
2. Special Provisions: Specific clauses adding to or revising the Standard Specifications, setting forth conditions varying from or additional to the Standard Specifications for a specific project.
3. Supplemental Special Provisions: Additions and revisions to the Contract Documents issued prior to the bid opening.
4. Supplemental Specifications: Additions and revisions to the Standard Specifications.
5. Technical Special Provisions: Specifications prepared, signed, and sealed by an Engineer registered in the State of Florida other than the State Specifications Engineer or his designee, that are made part of the Contract as an attachment to the Contract Documents.

**Subcontractor** – Any person, firm or corporation supplying labor, materials, supplies, equipment, services, and incidentals used directly or indirectly in the work as contracted for or ordered by the Contract and not the Owner, including therein, subcontractors.

**Subgrade** – The portion of the roadbed immediately below the base course or pavement, including below the curb and gutter, valley gutter, shoulder and driveway pavement. The subgrade limits ordinarily include those portions of the roadbed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section extends to a depth of 12 inches [300 mm] below the bottom of the base or pavement and outward to 6 inches [ 150 mm] beyond the base, pavement, or curb and gutter.

**Substantial** **Completion** – The date as certified by the Engineer when the construction of the project or specified construction schedule thereof is sufficiently completed, in accordance with the Contract Documents, so that the project or specified construction schedule con be utilized for the purposes for which it was intended. Substantial completion shall include Contractor’s furnishing all contractor’s “as-built” data as required by the Engineer to comply with the requirements of the appropriate governmental authorities.

**Superintendent** – The Contractor’s authorized representative in responsible charge of the work.

**Supplemental** **Agreement** – A written agreement between the Contractor and the Owner, and signed by the surety, modifying the Contract within the limitations set forth in these Specifications.

**Surety** – The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.

**Technical** **Special Provisions** – See definition for Specifications.

**Traveled Way** – The portion of the roadway providing for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

**Work** – All labor, materials and incidentals required to execute and complete the requirements of the Contract including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied.

**Working Day** – Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.

ARTICLE 2: ABBREVIATIONS

References in the specifications to technical societies, organizations, or bodies are made in accordance with the following abbreviations:

AASHTO American Society of State Highway &Transportation Officials

ACI American Concrete Institute

ANSI American National Standards Institute, Inc.

ASTM American Society for Testing and Materials

AWSC American Welding Society Code

AWWA American Water Works Association

DOT Department of Transportation, State of Florida

FSB Federal Specifications Board

FDOT Florida Department of Transportation Standard Specifications

PCA Portland Cement Association

AAN American Association of Nurserymen, Inc.

AGC The Associated General Contractors of America, Inc.

AGMA American Gear Manufacturers Association

AIA American Institute of Architects

AISI American Iron and Steel Institute

AREA American Railway Engineering Association

ASCE American Society of Civil Engineers

ASME American Society of Mechanical Engineers

AWG American Wire Gauge

AWPA American Wood Preservers Association

AWS American Welding Society

CRSI Concrete Reinforcing Steel Institute

EASA Electrical Apparatus Service Association

EPA Environmental Protection Agency of the United States Government

FHWA Federal Highway Administration

FSS Federal Specifications and Standards

IEEE Institute of Electrical and Electronics Engineers

IES Illuminating Engineering Society

EPCEA Insulated Power Cable Engineers Association

ISO International Organization for Standards

MSTCSD Minimum Specifications for Traffic Control Signals and Devices

MUTCD Manual on Uniform Traffic Control Devices

NEC National Electrical Code

NEMA National Electrical Manufacturers Association

NFPA National Fire Protection Association

NIST National Institute for Standards and Technology

NOAA National Oceanic and Atmospheric Administration

OSHA Occupational Safety and Health Administration

SAE Society of Automotive Engineers

SI International System of Units

SSPC Steel Structures Painting Council

UL Underwriters’ Laboratories

Each of the above abbreviations, when followed by a number or letter designation, or combination of numbers and letters, designates a specification, test method, or other code or recommendation of the particular authority or organization shown.

In the event that complete title and abbreviation for a society, organization or body is not listed herein, references to specifications or standards of the unlisted society, organization or body will be made using the full title of the society, organization or body.

ARTICLE 3: INTENT AND CORRELATION OF DOCUMENTS

3.1 Intent: It is the intent of the specifications and drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Agreement and general conditions are uniform land development documents of the Owner which correspond with the Owner’s standard development operations procedures. No additions, deletions or changes to the Contract Agreement or general provisions relating to the standard Contract rights and obligations set forth herein shall be valid unless made in accordance with Paragraph 3.2 below. Change orders shall be valid only to the extent they relate to the work performed, the price of the work performed or the time for work performance.

3.2 Addendums to Contract Documents: There shall be no special conditions to the Contract Documents. No change, addition, or deletion to the Contract Agreement or general conditions shall be valid unless made by Addendum to the Contract Agreement or general conditions as applicable and signed by the Contractor and the Owner as a separate document in addition to the other Contract Documents.

3.3 Correlation: The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor will notify the Owner and Engineer in writing as soon as known. Figure dimensions on the Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. **Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for.** Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

ARTICLE 4: SITE INVESTIGATIONS AND CONDITIONS

4.1 **Investigation: The Contractor Agrees that he shall be held responsible for having examined the site, the location of all proposed work and for making appropriate tests thereon to fully satisfy the Contractor as to the character, and location of the site, the nature of the ground, including excavation and fill required, surface and subsurface conditions, the water elevations and any other conditions surrounding and affecting the work, any obstructions, the nature of any construction, and all other physical characteristics of the job, and that Contractor has included in the prices submitted all costs pertaining to the work for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which will be encountered in the proposed work.**

4.2 Sub-surface Conditions:. It is the obligation of the contractor from his own personal knowledge and experience, or professional advice, to make his own investigation of sub-surface conditions prior to submitting his bid. Where records of contours, tests, obstructions, and other sub-surface investigations are shown on the drawings, they were made solely for design of the work; and the Owner does not warrant or guarantee that said data is correct with respect to actual sub-surface conditions. The Contractor agrees that he will make no claims against the owner if in carrying out the work, Contractor finds that the actual conditions encountered do not conform to those indicated. The Contractor shall be solely responsible for any conclusion regarding site conditions which Contractor may make from reference to the type of design of the work.

ARTICLE 5: NOTICE AND SERVICE THEREOF

All notices, demands, requests, instructions, approvals and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered to the office of the Contractor specified in the Proposal (or to such other office as the Contractor may from time to time designate to the Owner in writing), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office. Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing, three days from mailing date, or, in the case of telegrams, one day following the making of the telegram.

ARTICLE 6: SHOP DRAWINGS AND SAMPLES

6.1 Shop Drawings: The Contractor shall submit with such promptness as to cause no delay in the work, all shop or setting drawings and schedules required for the work of the various trades. Before submitting shop drawings, the Contractor shall check all drawings for accuracy, correlate them, and make any necessary corrections. Shop drawings shall be dated and identified by project name, shall indicate descriptive names of equipment, types and class of materials, item numbers, reference to Engineer’s drawings, specifications reference, and location at which materials or equipment are to be installed in the work, and shall bear the Contractor’s stamp indicating approval by Contractor.

The Engineer shall review shop drawings for general design and arrangement with reasonable promptness, making desired correlations. The Engineer’s review of such drawings or schedules will not include verification of dimensions or quantities, nor shall it relieve the Contractor from responsibility for deviations from drawings and/or specifications unless Contractor has, in writing, called the Engineer’s attention to such deviations at the time of submission; nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules or proper correlation with other work. The Contractor shall make any corrections required by the Engineer and file with him the specified number of correct copies.

6.2 Samples: The Contractor shall furnish the Engineer for approval all samples of materials as directed. The work shall then be in accordance with approved samples.

ARTICLE 7: LABOR, MATERIALS, AND EQUIPMENT

7.1 General: Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, labor, water, tools, equipment, lights, power, transportation and other facilities necessary for expeditious execution and completion of the work in an acceptable manner. Unless otherwise definitely specified, it is a general requirement of the specifications that all materials and workmanship shall meet the requirements of the applicable standard specifications of the American Society for Testing and Materials or of the Federal Specifications Board as minimum requirements, as well as the codes and ordinances of the governmental entities having jurisdiction thereof.

7.2 Employees and Labor: The Contractor shall be responsible to the Owner for the acts and omissions of all employees and all Subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor. The Contractor shall at all times enforce strict discipline and good order among his employees, and require the same among all Subcontractors and Subcontractor employees. No disorderly conduct, abusive language or other activity constituting a nuisance by contractor’s employees, or subcontractors, or subcontractor’s employees shall be allowed. All labor described in these specifications or indicated on the drawings and the work specified or indicated, shall be executed in a thoroughly substantial workmanlike manner and by mechanics skilled in the applicable trade.

7.3 Materials and Approvals: Except as otherwise specified, all materials, fixtures, and apparatus shall be new and of good quality and shall be delivered to the site of the work in an undamaged condition. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. The Contractor shall make written request to the Engineer for, and obtain his written approval of; the use of any material proposed for use when “approved” materials are specified without mentioning any standard name. All written requests for approval of materials shall be made within thirty (30) days after the contract is signed and before ordering any materials requiring such approval.

7.4 “Or Equal” Materials: When any article, material or item is specified by proprietary name, trade name and/or name of manufacturer, with the addition of such expressions as “or equal” or “approved equal”, it shall be understood that the article, material or item named is intended as a standard of the quality and performance desired, and any article, material or item equal thereto may be used, subject to the prior written authorization of the Owner or Engineer, after the article, material or item has been approved in writing by the municipality or utility company that will own, operate or maintain it.

Where trade names are specified without the phrase “or equal”, or where alternate trade names are specified without the phrase “or equal”, such products are hereby approved for quality and no substitution will be permitted.

7.5 Storage of Materials: Materials and equipment designed for permanent installation in the work shall be properly stored by the Contractor on the site when delivered, to insure protection against deterioration of any type. These materials shall be so placed as to cause a minimum of inconvenience to other contractors on the work and to the public. If material stored on the job is damaged, removed, lost or destroyed before its incorporation into the work, the Contractor shall be solely responsible for its replacement without cost to the Owner.

7.6 Cleaning Up: The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Contractor’s operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

7.7 Excavation Material: Any excess excavation material not utilized in the work shall be the property of the Owner and disposed of as directed by the Owner at Contractor’s expense within one-quarter mile from the location thereof.

ARTICLE 8: SUPERVISION AND RESPONSIBLILITY OF THE CONTRACTOR

8.1 Supervision and Superintendence: The Contractor will supervise and direct the work efficiently and with his best skill and attention. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction performed by Contractor. The Contractor will be responsible to see that the finished work complies accurately with the Contract Documents. The Contractor will keep on the work at all times during its progress, a competent resident superintendent. Prior to the commencement of the work and subsequent to commencement for any substitutions, the Contractor shall notify Owner and Engineer of the name, address and phone number of its Superintendent. The Superintendent will be the Contractor’s representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor.

8.2 Indemnification: The Contractor will indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including attorney’s fees, court costs and any costs of appeal arising from any injury, death, or damage which may be sustained, or incurred by any person or property and which may directly or indirectly result from the following:

8.2.1 Any claimed negligent act or omission in whole or in part of the Contractor, any Subcontractor, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts any of them may be liable. Negligent acts or omissions referred to herein shall include but not be limited to any neglect in safeguarding the work or the use of unacceptable material in constructing same. The Contractor, any Subcontractor, anyone directly or indirectly employed or engaged by any of them or anyone for whose acts any of them may be liable are collectively referred to in this Article as the Contractor and his agents.

8.2.2 Any act, omission, neglect or misconduct of the Contractor and his agents in connection with performance of any covenant of the Contract Documents irrespective of whether claims, damages, losses or expenses were actually or allegedly caused wholly or in part through the negligence of any other person or party.

8.2.3 Any infringement of patents, trademarks, royalties, or copyright, relative to work performed by the Contractor and his agents.

8.2.4 Any failure, neglect, act or omission on the part of the Contractor and his agents with regard to any law, requirement, ordinance or regulation of any governmental authority.

The Owner shall be permitted to retain monies that may become due to the Contractor until any such suit, action or claim shall have been settled or disposed of and suitable evidence to that effect furnished to the Owner and approved by Owner’s legal counsel.

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

8.3 Laws and Regulation: The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the Contractor observes that the Specifications or Drawings are at variance therewith, he will give the Owner prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, Contractor will bear all costs arising therefrom.

8.4 Drawings and Specifications at the Site: The Contractor shall maintain at the site for the Owner one copy of all Drawings, Specifications, Addenda, approved Shop Drawings and Change Orders in good order and marked to record all changes made during construction. These shall be available to the Engineer. Copies of the Drawings, marked to record all changes made during construction, shall be delivered to the Engineer upon substantial completion of the work.

8.5 Patent Fees and Royalties: The Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the Owner and anyone directly or indirectly employed by them from and against all claims, damages and expenses (including attorney’s fees) arising out of any claim of infringement of such rights during or after completion of the work, and shall defend all such claims in connection with any alleged infringement of such rights.

8.6 Taxes: The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the work is to be performed.

8.7 Permits: The Contractor will secure and pay for all construction permits and licenses pertinent to its normal course of operations and in accordance with the work to be performed. Engineer secured permits shall be delivered to Contractor to be held along with Contractor permits and licenses for retention or posting on the job as required.

8.8 Notice to Governmental Entities and Utilities: The Contractor shall give notice to any governmental entity or private or public utility controlling utility items prior to adjusting, cutting or fitting, and shall be held strictly liable to the affected utility or governmental entity if any such items are disturbed, damaged or covered up during the course of the work.

8.8.1 Arrangements for Protection or Adjustment: Do not commence work at points where the construction operations are adjacent to utility facilities or other property, until making arrangements with the utility facilities to protect against damage that might result in expense, loss, disruption of service, or other undue inconvenience to the public or to the owners. The Contractor is solely and directly responsible to the owners and operators of such properties for all damages, injuries, expenses, losses, inconveniences, or delays caused by the Contractor’s operations.

8.8.2 Cooperation with Utility Owners: Cooperate with the owners of all underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum, and that services rendered by the utility owners will not be unnecessarily interrupted.

In the event of interruption of water or other utility services as a result of accidental breakage, exposure, or lack of support, promptly notify the proper authority and cooperate with the authority in the prompt restoration of service. If water service is interrupted and the Contractor is performing the repair work, the Contractor shall work continuously until the service is restored. Do not begin work around fire hydrants until the local fire authority has approved provisions for continued service.

8.8.3 Utility Adjustments: Certain utility adjustments and reconstruction work may be underway during the progress of the Contract. Cooperate with the various utility construction crews who are maintaining utility service. Exercise due caution when working adjacent to relocated utilities. The Contractor shall repair all damage to the relocated utilities resulting from his operations at no expense to the Owner.

8.9 Joining Other Work: The Contractor will do all cutting, fitting, and patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work by others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Owner.

8.10 Maintenance Manual: Upon completion of the work, the Contractor shall submit to the Owner copies of all Manufacturers’ Maintenance Manuals in which are presented in detail the procedures required for the proper care and maintenance of all mechanical and electrical apparatus incorporated into the project.

ARTICLE 9: BONDS, LIEN RELEASES, AND INSURANCE

9.1 Payment and performance bond: If the Owner so selects, the Contractor must deliver to the Owner an executed payment and Performance bond on the prescribed form or such form as the Owner may select, in an amount of one hundred percent (100%) of the total contract price, as security for the faithful performance of his contract and for the payment of all persons performing labor or furnishing materials in connection therewith. If the Owner elects to require a Payment and Performance Bond, such Bond shall be acquired by the Contractor at Contractor’s expense, unless otherwise agreed to in writing by Owner and Contractor. The Bond shall remain in force until Owner’s final approval of all work.

9.2 Warranty bond: Unless otherwise agreed to in writing between Owner and Contractor, Contractor shall provide Owner a warranty bond (maintenance bond) in the amount set forth in the Contract Agreement and in form in content acceptable to Owner to operate as security for work during Contractor’s warranty period for costs and expenses which may be incurred by Owner for defects in work appearing during the warranty and not properly corrected by Contractor.

9.3 General Requirements of Bonds: The Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida.

9.4 Lien Waivers: If no Bond is provided, as provided for in Paragraph 9.1 hereof, the Contractor does waive and relinquish all its statutory or other right to claim a legal or equitable lien on the property for all work performed under this Contract. In addition, in the event the Contractor shall not supply to Owner a Payment and Performance Bond pursuant to Article 9.1 hereof, the Contractor shall furnish to Owner, prior to Contractor’s commencement of any work, full and complete lien releases from all subcontractors, material men or suppliers who shall be providing labor, materials, equipment, or other items in conjunction with the Contractor’s work. The lien releases shall be duly executed and in proper form so as to operate as a complete lien release in conjunction with the work. Should new or additional subcontractors, material men, or suppliers be engaged during the course of the work, the Contractor shall furnish to Owner, prior to their commencement of work, lien releases in proper form and duly executed by them also.

9.5 Insurance General Requirements:

**The following insurance requirements and limits of liability are required:**

Worker’s Compensation (as required by Florida statute) & Employers’ Liability Insurance:

1. Employer’s Liability:

$1,000,000.00 - Limit each accident

$1,000,000.00 - Limit Disease Aggregate

$1,000,000.00 - Limit Disease each employee

1. Commercial General Liability Insurance:

General Aggregate - $1,000,000.00

Products and Completed Operations - $1,000,000.00

Personal and Advertising Injury - N/A

Each Occurrence - $1,000,000.00

Fire Damage (any one fire) - $1,000,000.00

C. Business Automobile Liability Insurance “ANY AUTO” coverage is required:

Bodily Injury & Property Damage Liability: $1,000,000.00 - Combined Single Limit Each Accident

1. Other Pollution Liability: $1,000,000.00

9.6 Contractor’s Liability Insurance: The Contractor will purchase and maintain prior to commencing work and shall keep in force until completion and final payment, the following insurance coverages in form acceptable to the Owner and designating Owner as a named insured:

* + 1. **Insurance Requirements (**where insurance limits below are not consistent with section 9.5 (a) above, the stricter limit shall apply):

9.6.1 Workmen’s Compensation and Employer’s Liability Insurance: Workmen’s Compensation and Employer’s Liability Insurance, including Occupational Disease at statutory limits provided by Florida law and Employer’s Liability Insurance at a limit of not less than $100,000 for damages arising from each accident or occupational disease.

* + 1. Comprehensive General Liability Coverage:

1. Operations – Premises Liability: Including, but not limited to, bodily injury, including death at any time resulting therefrom, to any person or property damage resulting from execution of the work provided for in the Contract or due to arising from acts, omissions, or negligence of the Contractor, its employees or agents.
2. Elevator Liability – Including, but not limited to, bodily injury, including death at any time resulting therefrom, to any person or property damage resulting from operations or use of any elevator or hoist, if either or both are operated or used in connection with the work.
3. Contractor’s Protective Liability – Including, but not limited to, bodily injury, including death at any time resulting therefrom, to any person or property damage arising from acts or omissions of the Contractor, subcontractor, or their respective employees or agents.
4. Products- Completed Operations Liability – Including, but not limited to, bodily injury, including death at any time resulting therefrom, to any person; or property damage of goods, products, materials or equipment used or installed under the Contract, or because of completed operations.
5. Contractual Liability – Every policy for liability insurance carried by the Contractor shall specifically include contractual liability coverage with respect to the indemnity set for in Article 8.2.
6. Special Requirements – The insurance required under Article 9.3 shall specifically cover the following special hazards:
7. Property Damage caused by conditions normally subject to exclusions from Comprehensive General Liability policies known as “X, C, U” or otherwise known as explosion, collapse or underground damage.
8. Broad Form Property Damage Endorsement, which also covers property damage to property in the “care, custody or control of the insured”.
9. Minimum Coverage Required – The insurance under Articles 9.3.1 through 9.3.1 (g) shall be on an “occurrence” and not a “caused by accident” basis. The minimum amounts of coverage for the insurance specified shall be as follows:
10. Bodily Injury
    1. $250,000 / person
    2. $500,000 / occurrence
11. Property Damage $300,000 / occurrence

9.7 Comprehensive Automobile Liability Insurance Coverage:

* + 1. Coverage: All owned, hired or non-hired vehicles, including loading or unloading thereof.

9.7.2 Limits of Liability:

1. Automobile Bodily Injury

$100,000 each person

$300,000 each occurrence

1. Automobile Property Damage $100,000 each occurrence

9.7 Cancellation or Alteration – All policies shall provide that they cannot be canceled or materially altered except after 30 days advance notice in writing to the Contractor and the Owner by the insurance carriers.

9.8 Certificate of Insurance – The Contractor shall not commence work until Contractor has delivered to the Owner a Certificate of Insurance executed by a duly authorized agent of the insurance carrier specifying that the insurance affords coverage for all matters set forth in this contract in at least the minimum amounts required and with an insurance company acceptable to the Owner.

ARTICLE 10: SAFETY AND PROTECTION

10.1 Trench Safety Act: The requirements of the Trench Safety Act, (Section 553.60 et. Seq. Florida Statues) and the Occupational Safety and Health Administration Excavation Safety Standards 29 C.F.R.S. 1926.650 Subpart P are in effect for this contract.

10.2 Precautions: The Contractor will be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor will take all necessary precautions for the safety of and will provide the necessary protection to prevent property damage, injury or loss including, but not limited to, the following:

* + 1. All employees on the work and other persons who may be affected thereby;
    2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and,
    3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
    4. Sanitary Provisions: The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State and local boards of health. Commit no public nuisance.

10.3 Application: The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditioning and progress of the work, all necessary safeguards for safety and protection, and in addition Contractor will comply with all applicable provisions of the Occupational Safety and Health Act of 1970, its amendments and regulations promulgated thereunder. Contractor will notify Owners of adjacent utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to herein caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by the Contractor; except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the Owner or anyone employed by them, or anyone for whose acts they may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

10.4 Prevention: The Contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor’s superintendent unless otherwise designated in writing by the Contractor to the Owner.

10.5 Weather: Should warnings of winds of gale force or stronger, or warnings of extreme and extensive rains be issued, the Contractor shall take every practical precaution to minimize danger to persons, to the work, and to the adjacent property.

10.6 Preservation of Property: Preserve from damage all property which is in the vicinity of, or is in any way affected by the work, the removal or destruction of which is not specified in the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, and public highways (except natural wear and tear of highway resulting form legitimate use thereof by the Contractor), etc., Whenever the Contractor’s activities damage or injure such property, immediately restore it to a condition similar or equal to that existing before such damage occurred, at no expense to the Owner.

Direct special attention to the protection of all geodetic monuments, horizontal or vertical, located within the limits of construction.

* + - 1. Failure to Restore Damaged Property: In case of failure on the part of the Contractor to restore such property, bridge, road or street, or to make good such damage or injury, the Engineer may, upon 48 hours notice, proceed to repair, rebuild, or otherwise restore such property, road, or street as may be deemed necessary, and the Owner will deduct the cost thereof from any monies due or which may become due the Contractor under the Contract. Nothing in this clause prevents the Contractor from receiving proper compensation for the removal, damage, or replacement of any public or private property, not shown on the plans, that is made necessary by alteration of grade or alignment. The Engineer will authorize such work, provided that the Contractor, or his employees or agents, have not, through their own fault, damaged such property.

ARTICLE 11: SUBCONTRACTORS AND WORK BY OTHERS

11.1 Subcontractors: The Contractor may utilize the services of specialty Subcontractors on those parts of the work which under normal contracting practices are performed by such specialty Subcontractors. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relations between any Subcontractor and the Owner.

11.2 Subcontractor Agreements: All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement specifying in detail the work to be performed, the time for performance and provisions for payment for each phase of the work between the contractor and Subcontractor (and where appropriate between Subcontractors). Should any notice or claim be made to Owner by Subcontractor or others relative tot he work, Contractor, upon Owner’s request, shall provide Owner with a copy of the subcontract and all information regarding the account and payments made.

11.3 Other Contractors: The Owner may perform additional work related to the Project by itself, or Owner may let other direct contracts therefore which shall contain general conditions similar to these. The contractor will afford the other contractors who are parties to such direct contracts (or the Owner, if Owner is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

11.4 Other Work: If any part of the Contractor’s work depends on proper execution or results upon the work of any such contractor (or the Owner), the Contractor will inspect and promptly report to the Owner in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. The Contractor’s failure to so report and the contractor’s commencement of its work shall constitute an acceptance of the other work as fit and proper for the relationship of Contractor’s work, except as to defects and deficiencies which may appear in the other work, except as to defects and deficiencies which may appear in the other work after the execution of Contractor’s work.

ARTICLE 12: SURVEYS AND LAYING OUT THE WORK

12.1 Surveys: The Owner shall furnish all surveys unless specified otherwise.

12.2 Laying Out The Work: Construction stakes will be set by the Engineer to mark the location, alignment, elevation, and grade of the work. The Contractor shall assume full responsibility for dimensions and elevations measured form such stakes. **Contractor shall exercise proper care in the preservation of the stakes set for his use or the use of the Engineer, and if he displaces, loses or removes them during his operations, the Owner shall deduct the cost of resetting the stakes from the compensation due the Contractor.**

ARTICLE 13: ENGINEER’S AUTHORITY AND OBSERVATION OF THE WORK

13.1 Engineer’s Authority: The Engineer is the representative of the Owner with regard to the work. The supervision of the execution of this Contract is vested wholly in the Contractor. However, the Engineer, its representatives and/or inspectors will observe the work done, review with Contractor regarding work progress, and have overall responsibility for the Owner’s interest in the work. It is the Contractor’s responsibility to perform the work in all details in accordance with the contract Documents. The Contractor shall be fully responsible to the Engineer in all respects of the work and instructions from the Engineer shall be as if from the Owner.

13.2 Observation: The Engineer shall have free access to the materials and the work at all times for measuring or observing it. The Engineer shall make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract Documents. The Engineer will check and approve samples, catalog data, shop drawings, laboratory, shop and mill tests of materials and equipment and other data which the Contractor is required to submit, for conformance with the design concept of the project and compliance with the information given be the Contract Documents. The Engineer will also conduct with the Owner, a final inspection of the project for conformance with the design concept of the project and compliance with the contract Documents.

13.3 Defective Work: If at any time defects in the work shall be found, the Contractor shall promptly correct such defects, remove and dispose of all defective or unsatisfactory work or material. 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 Owner shall 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. Any expense incurred by the Owner in making these removals, renewals, or repairs, which the contractor has failed or refused to make, shall be deducted from any monies due or which may become due the Contractor, with Contractor being obligated to reimburse the Owner for any sums incurred in excess of monies due or which may become due. Expenses shall include additional professional services and administrative costs incurred by the Owner for correcting defective work

13.4 Uncovering of Work: If any of the work has been covered contrary to the provisions of the contract Documents, the Contractor, if required by the Owner, must uncover such work and replace same at the Contractor’s expense. If any other work has been covered, the Owner or Engineer may request to see such work and it shall be uncovered by the Contractor. If such work is found in accordance with the contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such work is found not in accordance with the Contract Documents, the Contractor shall pay such costs.

ARTICLE 14: PROGRESS SCHEDULES, PRECONSTRUCTION CONFERENCE AND TIME FOR PERFORMANCE

14.1 Progress Schedule: If a Progress Schedule has not been made a part of these Contract Documents, then prior to the Preconstruction Conference, the Contractor shall submit to the Owner a progress construction schedule which shall show chronologically all operations contemplated and necessary for the successful completion of the work within the agreed contract time and a schedule of shop drawing submissions. The progress construction schedule shall be approved by the Owner before the start of operations. After approval of the progress construction schedule, the progress schedule shall be part of the Contract Documents, and the Contractor shall be obligated to follow it.

14.2 Preconstruction Conference: Before starting the work, a conference will be held to review work coordination, schedules, testing staking, utilities, shop drawings and such other matters which may assist in the orderly progress of the work. Present at the conference will be the Owner, Engineer, the Contractor, and others as may be specified by the Owner or requested by the contractor.

14.3 Time for Performance: All work shall be fully and completely performed and all Contractor’s obligations provided for herein fully completed within the time prescribed in Article 4 of the Land Development Contract Agreement, subject to change or extensions only due to change orders, Article16, Suspension of Work, Article 15, and severe weather conditions provided for as follows. Should contractor experience extended and continuous severe weather conditions during performance of the work of one full day or more wherein Contractor is unable to perform any work, Contractor shall be granted for the actual time lost, time extensions, provided Contractor shall provide Owner and Engineer a written request for time extension within 5 days following the end of the adverse weather condition. The request shall detail the severe weather condition experienced, its duration, and the work no performed as a consequence thereof. Upon receipt of Contractor's time extension request, Engineer shall review it and, if fully verified by Engineer, the time extension shall be granted and written change order sent to Contractor. All allowances for time extensions due to severe weather shall be deemed waived by Contractor unless requests therefore are made by Contractor as specifically set forth herein.

ARTICLE 15: SUSPENSION AND TERMINATION

15.1 Suspension:

* + 1. Suspension of Work for Owner’s Convenience: The Owner may, for its convenience, at any time suspend the work in whole or in part for such period of time not to exceed ninety days by written notice to the Contractor. In the event the Contractor’s work is suspended, additional compensation for Owner’s suspension of the work will be limited to the Contractor’s documented cost increases for labor and materials as a direct result of the suspension of the work. Should the Owner reissue to the Contractor a notice to proceed within ninety days from the date of suspension of the work, the Contractor shall recommence the work within ten days from the date of the notice to proceed, and the time for completion of the work shall be increased by the number of days the work was suspended. At the time of the next payment to Contractor, Contractor shall be entitled to receive in addition to contract amounts for work performed, documented and reasonable Contractor incurred temporary demobilization, costs for labor, equipment as reasonably required. In addition, Contractor shall be entitled to receive interest at the rate of 12% per annum for the work performed and remaining unpaid as of the suspension for the time period of the suspension for the time period of the suspension. In the event no notice to proceed with the work is given by the owner to the Contractor within ninety days from the date of suspension, the Contractor, at its option, prior to its receipt of a notice to proceed shall have the right to terminate this contract and receive from the Owner the balance owing for any work performed, utilizing unit prices where established in the Contract Documents, and for items not so established, its cost of labor and materials which may remain unpaid at the time of suspension plus twenty percent of the foregoing sum for overhead, profit, and in complete payment for all claims, rights or actions of the Contractor with respect to this contract. All completed schedules of the work shall be under warranty as provided in Article 21 of this contract.
    2. Suspension of Work for Cause: The Owner further has the right to suspend the work in whole or in part, in the event the Contractor shall fail to abide by the provisions of the Contract Documents, for such period of time as may be reasonably necessary to cause the results of the Contractor’s failure to perform in accordance with the Contract Documents, to be corrected. In the event it is necessary for the Owner to suspend the work as provided in this clause, the Contractor shall not be entitled to any additional compensation for labor, material, or other costs or expenses which maybe incurred as a result thereof. The time period for completion of the work shall not be extended if the work is suspended for cause unless the work is suspended for a time period greater than the time incurred for correction of the work and the engineer determines and certifies the excess suspension time in which event the Contract completion time shall be extended for such excess suspension time only. Owner shall further have the right to withhold from the Contractor, the reasonable estimated sums as determined by the Engineer as may be required to correct the result of the Contractor’s failure to abide by the provisions of the Contract Documents, including related additional Owner’s administrative costs and professional services incurred or estimated. The Contractor shall remain liable to Owner for correction costs and expenses which may be incurred by Owner in excess of Contractor funds previously withheld. Should work be suspended in part, Contractor shall continue with other work unaffected by the work suspended in accordance with the regular schedule or construction practices.
    3. Suspended Work: In the event of any suspension, the Contractor shall consult with the Owner and Engineer regarding the suspended work, and take all reasonable precautions for the protection of the suspended work including but not limited to storage of all related materials in such manner that they will not obstruct or impede the traveling public or become damaged, provide suitable security, provide drainage of the site, and erect temporary structures where necessary. In addition, Contractor shall notify Owner regarding temporary structures where necessary. In addition, Contractor shall notify Owner regarding temporary demobilization required and anticipated costs thereof.

15.2 Termination

* + 1. Termination for Cause: If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any debtor’s act, or to reorganize under the bankruptcy of similar laws, or if Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if Contractor fails to make prompt payments to subcontractors for labor, materials or equipment, or if Contractor disregards laws, ordinances, rules, regulations of any governmental entity having jurisdiction, or if Contractor otherwise violates any provision of the Documents, then the Owner may, without prejudice to any other right or remedy after giving Contractor and his surety written notice, terminate the services of the Contractor as of the date of the notice or otherwise specified date, and take possession of the project and finish the work by whatever method Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, and additional Owner related administrative expenses, such excess shall be paid to the Contractor. If such costs, including compensation for additional professional services and additional Owner related administrative expenses, exceed such unpaid balance, the Contractor shall promptly pay Owner such excess. In the event the Owner elects to suspend the completion of the work after Contractor’s termination for cause for a period in excess of the total contract time provided for herein, Owner’s Engineer shall determine estimated completion costs and expenses. If estimated completion costs and expenses exceed remaining contract amounts, Contractor shall promptly pay such excess amounts to Owner.
    2. Termination for Convenience: The Owner may, for its convenience, terminate the work at any time by giving written notice to Contractor. In the event Owner terminates the contract for its convenience and not for cause, Owner shall pay Contractor reasonable and proper termination charges consisting of a percentage of the price reflecting the percentage of work performed to the date of termination, utilizing unit prices where established in the Contract Documents, less:

1. All amounts previously paid on account of the contract price;
2. The amount of any salvage or returned credits which may be realized by Contractor for materials purchased by it or its subcontractors for use in the work, and not previously incorporated in the work.

The Owner shall further pay the Contractor the sum of 5% of the balance of the contract price representing work not performed. The payment of the foregoing sums to Contractor shall be in complete payment for all claims, rights and actions of the Contractor with respect to the termination.

The Contractor shall, unless the notice directs otherwise, immediately discontinue the work and shall thereafter do only such work as may, in the opinion of the Owner, be necessary to preserve and protect work already in progress. All Completed schedules of the work shall be under warranty as provided in Article 21 of this contract.

ARTICLE 16: CHANGE ORDERS AND EXTRA WORK

16.1 General: The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract, consisting of additions, deletions or revisions. ALL SUCH CHANGES IN THE WORK SHALL BE AUTHORIZED ONLY BY WRITTEN CHANGE ORDER PRIOR TO COMMENCEMENT OF THE WORK, AND SHALL BE PERFORMED UNDER THE APPLICABLE CONDITIONS OF THE CONTRACT DOCUMENTS. THE OWNER SHALL HAVE NO OBLIGATION WHATSOEVER FOR PAYMENT FOR WORK PERFORMED WHICH IS PERFORMED PRIOR TO THE EXECUTION OF A WRITTEN CHANGE ORDER.

16.2 Agreed Price Basis: The Contractor and the Owner shall mutually agree to a lump sum, or unit price of credit or charge for the Change Order. This agreed credit or charge shall be in full satisfaction of the rights of the parties for the Change Order. No Change Order shall be valid without an agreed price.

16.3 Time Adjustments for Change Orders: If deemed necessary by the Owner, the Change Order shall set forth a time adjustment for the work affected by the Change Order. If no time adjustment is set forth by Owner in the Change Order, the Contractor shall be obligated to notify Owner in writing within ten days of its receipt of the Change Order if Contractor deems it necessary for an adjustment of the time for the completion of the work. Upon Contractor’s notification to Owner of the need of a time adjustment within the time prescribed, Contractor and owner shall mutually agree upon a time adjustment. In the event the parties shall be unable to agree on an appropriate time adjustment, only such additional time, if any incurred by Contractor, shall be allowed for Contractor’s completion of the work as caused by the Change Order. If the Contractor fails to notify the Owner of a need for a time adjustment, all work shall be completed by the time originally specified in this contract. Failure of the Owner and Contractor to agree upon appropriate time adjustments shall not affect Contractor’s obligation to proceed with the Change Order.

ARTICLE 17: PAYMENTS AND COMPLETION

17.1 Payment: No payment to Contractor by the Owner shall constitute an acknowledgment of the acceptance of the work, nor in any way prejudice or effect the obligation of the Contractor, at Contractor’s expense, to repair, correct, renew, or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the work under contract and its appurtenances, nor any damage due or attributable to such defects regardless of whether the imperfections or damage shall have been discovered before or after payment. A payment shall not operate or release the Contractor or its sureties from obligations under the Contract Documents or any contract or other bonds provided to the Owner by the Contractor.

17.2 Direct Payments: Where the Owner deems it necessary to pay money directly to any lienor pursuant to Section 713.06(3)(g) of the Florida Statutes, and Owner has provided Contractor at least ten days written notice prior to disbursement and Contractor has failed to cause the lien to be removed by lien release, bond or otherwise, the Contractor consents to such direct payments. The amount of any direct payment made to a lienor as provided herein shall be deducted from the amount of Contractor’s next payment, and Contractor shall remain liable for any excess cost incurred by Owner which cannot be otherwise deducted from remaining contract sums.

17.3 Increased or Decreased Quantities: Whenever the quantity of any pay item as given in the Contract Documents shall be increased or decreased, and payment provided herein is specifically on a unit price basis instead of a fixed contract amount, said payment shall be made on the basis of the actual quantity completed at the unit price for such pay item named herein. Should any pay items contained in the Contract Documents be found unnecessary for the proper completion of the work, the Owner may, upon written Change Order to the Contractor, eliminate such pay items from the contract, and such action shall in no way invalidate the contract.

17.4 Application for Progress Payments: The Contractor will submit to the Owner for review the Application for Progress Payment properly filled out and signed by the Contractor covering the work completed as of the date of the Application and supported by such data as Owner may reasonably require. The Application for Progress Payment shall be in affidavit form duly executed and acknowledged. No payment shall be made on the basis of materials or equipment stored at the site but not incorporated in the work. In the event full and complete lien releases have not been received by Owner from Contractor, subcontractors, suppliers and material men, a re-application for payment shall be accompanied by a full and complete Lien Release from Contractor, all subcontractors, material men, equipment suppliers, laborers directly or indirectly employed by Contractor for release of all lien rights to the date of the anticipated payment for all work performed, materials supplied or other lienable items pursuant to Chapter 713 of the Florida Statutes or otherwise, and the release shall be duly acknowledged in a form approved by the Owner. Each Application for Progress Payment shall be reviewed by engineer for determination of whether the amount of the payment request conforms with the work properly performed. If Owner or engineer should determine that the amount requested does not conform with the amount of the work performed, then there shall be paid only such sum as reasonably represents the value of the work.

**Please note: Progress Payments should reflect only quantities in place as of 5:00 PM of the date on the payment request. Any quantities not in place as of 5:00 PM on the stated date of progress payment will be deducted from the pay estimate and could delay timely processing of the payment request. A re-submittal will be required to amend the erroneous pay estimate.**

17.5 Application for Final Payment: After the Contractor has completed the work and made all corrections to the satisfaction of the Owner, delivered all maintenance and operating instructions, “as-built” documentation, guarantees, bonds, certificates of inspection and other documents as required by this contract, and all improvements upon inspection are accepted in writing by the appropriate governmental authorities, the Contractor may make application for final payment following the procedure for previous payments. Contractor’s Application for Final Payment shall not be delayed as a result of delays by governmental authorities in acceptance of dedicated improvements, provided said delays are not related to Contractor’s work. The final Application for Payment shall be accompanied by such supporting data as the Owner may require, together with final, complete and legally effective Lien Releases or Waivers (satisfactory to the Owner) for all work performed, and the material and equipment furnished thereunder. Final payment shall not operate to release the Contractor or his sureties from obligations under the Contract Documents or any contract or other bond provided to the Owner by the Contractor. Receipt by the Contractor of the final payment shall operate as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with the work and for every act and neglect of the Owner and others relating to or arising out of the work. **All punch-out work shall be completed, to the owner’s satisfaction, prior to releasing final payment to Contractor.**

17.6 Payment Withheld: In addition to all other remedies, the Owner may withhold payments upon written notice to the Contractor on the following grounds:

1. Defective work not remedied.
2. Third party claims filed or reasonable evidence indicating probable filing of such claims.
3. Failure of the Contractor to make payments to subcontractors or for labor, materials, or equipment.
4. Damage to another contractor’s work.
5. Reasonable indication that the work will not be completed within the contract time.
6. Unsatisfactory prosecution of the work by the Contractor.

17.7 Contractor Delay in Completion: Should Contractor fail to complete the work within the time prescribed, or Owner with due diligence be unable to complete the work through Contractor’s contracts with others for completion due to Contractor’s default within the time prescribed, Owner shall be compensated for said delay by Contractor by a sum for each day of delay in completion in the amount per day as set forth in Article 4 of the Contract Agreement. In addition to the foregoing amounts, Owner shall be compensated by Contractor for all additional engineering costs incurred by Owner as a result of Contractor’s delay.

ARTICLE 18: ASSIGNMENT OF CONTRACT

No assignment by the Contractor of the contract or of any part thereof or any monies due or to become due thereunder shall be made without the prior approval in writing of the Owner. In the event the Contractor has posted a payment and performance bond removing any lien rights from the project in accordance with Chapter 713 of the Florida Statutes, and the surety thereof has provided its legal binding consent to assignment of proceeds, a consent to assignment of proceeds will not be unreasonably withheld.

ARTICLE 19: OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings, specifications and copies thereof furnished by the Engineer are the Owner’s property. They are not to be used on other work and are to be returned to the Owner on request at the completion of the work.

ARTICLE 20: ATTORNEY’S FEES

In the event a dispute shall arise between Owner and Contractor, the prevailing party in any legal proceeding including appeals therefrom, shall be entitled to recover from the other, in addition to all other sums and relief, its reasonable attorney’s fees and court costs incurred as a result thereof.

ARTICLE 21: GENERAL WARRANTY

In addition to any other provisions of the Contract Documents and remedies hereof, Contractor expressly warrants to the Owner that all materials and equipment furnished shall be in accordance with these documents; fit for the use intended; be in accordance with all governmental laws, warranties, regulations and standards of the governmental authorities having jurisdiction thereof; and be free from faults and defects. For subdivision improvements, this warranty commences from the date of completion of each schedule of work for that schedule and continues for all schedules of work for the time period established in Article 4 of the Contract Agreement following the date the last of the dedicated portions of the improvements of the project have been initially accepted for maintenance subject to maintenance bond by the appropriate governmental authorities having jurisdiction thereof. For condominium development improvements, this warranty commences from the date of completion of each schedule of work for that schedule and continues for all schedules of work for the time period established in Article 4 of the Contract Agreement. Upon written notice by the Owner made during the warranty period or thereafter to the Contractor, the Contractor shall promptly correct all defects in the work occurring during the warranty period and pay all damage to persons, work, or other property resulting therefrom without charge to the Owner. Neither the final certificate of payment by the Owner nor any provision of the Contract Documents, nor partial or entire use of the premises (work) by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability or responsibility for faulty materials or workmanship. The Owner will give notice of observed defects with responsibility for faulty materials or workmanship. The Owner will give notice of observed defects with reasonable promptness. The surety shall be bound with ad for the Contractor in the Contractor’s faithful observance of the general warranty.

**SPECIFICATIONS**

**SECTION** **02000 – TECHNICAL SUPPLEMENT**

DIVISION 1 – GENERAL

1.01 Description of Work

The items included under this section consists of information which will be of assistance to the contractor in the execution of the contract. This section is provided to further define the relationship between the contractor and the owner and Design Engineer; and to provide information which is specific to the Bayou Pass Village Phase III Subdivision Improvements.

1.02 Time Extensions

Time extensions to the completion date established in THE CONTRACT AGREEMENT shall be allowed, if required by and requested by the Contractor, as follows:

1. Additional work added to the base contract within thirty calendar days of the original completion date.
2. Additional work added to the contract after the completion of all similar work and after the equipment normally used by the contractor for such work has been removed from the project.
3. Additional work added to the base contract, which exceeds (10%) percent of the original contract value.
4. Lost time due to inclement weather, and recovery time for restoring or repairing work damaged by inclement weather when such work was reasonable protected by the contractor.

The responsibility for requesting a time extension and for providing adequate documentation to support such requests, rests solely with the contractor. The contractor, on a monthly basis, shall submit all request for such extensions, together with full documentation, to the Design Engineer.

In addition to the documentation provided by the contractor, the Owner’s Engineer shall evaluate data as may be existent in his files as related to weather, Contractor’s performance and related project materials and shall approve, modify or disapprove such requests and submit his recommendations to the Owner.

1.03 Service During Construction

The Surveyor shall set survey stakes for the construction of all on-site improvements with a minimum of two (2) working days notice for staking. The Contractor shall be responsible for preserving stakes from damage or vandalism until such stakes have served their purposes. Any call for re-staking shall be performed as an additional service and shall require a written authorization, and be paid for by the Contractor.

ONE (1) SET OF STAKES WILL BE PROVIDED FOR THE FOLLOWING:

1. Clearing/Silt Fence Installation – ROW or Top of Bank

Provide lathes along the limits of clearing or silt fence at 100-foot intervals on tangents and 50-foot intervals on curves for applicable areas.

1. Rough Grading
   1. Roads - Provide lathes along the centerline of rights-of-way at 50-foot intervals and angle points with the cut or fill marked to finish pavement grade. The contractor to adjust their field operations based on the appropriate pavement typical section requirements.
   2. Building Pads - Provide one (1) lath at center of pad with plan elevation for rough pad grading.
2. Final Grading
   1. Storm Water Management System (including mitigation areas) - Provide lathes along the perimeter of pond at 50-foot intervals with the cut or fill to the top of bank marked on the landward side of the lathe and the cut to the pond bottom or littoral shelf on the pond side of the lathe.
   2. Building Pads - Provide lathes at two (2) alternating pad corners with plan elevation for final grading.
3. Storm Sewer
   1. Catch Basins - Provide hub and tack on the centerline of the catch basin or centerline at the back of curb line with two (2) offsets.
   2. Manholes - Provide hub and tack on center of the manhole with two (2) offsets.
   3. End Sections - Provide hub and tack at end of the end section with two (2) offsets.
   4. Underdrain - Provide lathe at clean-out and inspection manhole locations with top of curb grade. Contractor shall use curb for alignment and depth control of underdrain line.

*Note: Cut sheets will be provided to the contractor for all storm sewer staking.*

* 1. Sanitary Sewer - Manholes

Provide hub and tack on the centerline of the manhole with two (2) offsets.

* 1. Laterals - Place lathe at lot corner or an offset to service location with finished grade of lot corner.
  2. Pump Stations - Provide hub and tack on two (2) lines perpendicular to each other at 25- and 50-foot offsets.

1. Roadways
   1. Curb - Provide hub and tack at 3-foot offset back of curb alignment and cut or fill to back to curb grade at 50-foot intervals on tangents, 25-foot intervals on curves with a radius less than 300 feet, 50 foot intervals on curves with a radius greater than 300 feet. High points, low points, P.C.’s, P.T.’s and P.R.C.’s will also be staked. Where possible and requested, center point will be staked on radii of 75 feet or less.

*Note: A 3-foot offset will be used, unless otherwise requested, for back of curb staking.*

1. Water and other pressure mains
   1. Valves, Tees and Hydrants - Provide lathe for horizontal location at location of valves, tees and fire hydrants. A finish grade (flange or ground) elevation on lathe will be set only at fire hydrant locations. Contractor will use centerline of road stakes or existing curb for alignment and depth control of typical waterline and other pressure main construction. For non-typical water and other mains located outside of roadway right-of-way, lathe will be provided at maximum intervals of 100 feet for alignment and depth control.
   2. Laterals - Provide lathe at lot corner or an offset to service location with finish grade of lot corner.
2. Utilities – Electric, Telephone, Cable TV
   1. Crossings - Provide lathes at each end of conduit crossing or at right-of-way for electric, telephone and cable TV utilities.
   2. Stake and grade all electric transformers (one time) with 15-foot and 30-foot offsets with finished ground elevation.
   3. Provide lathe for street light poles (one time).
3. Lot Pad Staking
   1. See rough and final grade staking.

1.04 Construction Observation

The Owner has selected Landmark Engineering & Surveying to provide construction observation. To assist the Owner, its representative, and the Contractor, the Design Engineer provides the following definitions.

**Owner** – The person, corporation, or entity specified in the agreement.

**Owner’s Representative** – The person selected by the Owner to oversee the construction of this project is E. Everett Morrow, P.E. of Landmark Engineering & Surveying Corporation, 8515 Palm River Road, Tampa, FL 33619, or other parties as named by the Owner.

**Design Engineer** – E. Everett Morrow, P.E. of Landmark Engineering & Surveying Corporation, 8515 Palm River Road, Tampa, FL 33619

1.05 Reimbursement of Contract Administration Costs for Late Completion

The Contractor shall be required to reimburse the Owner for engineering costs incurred after the contract completion date agreed to as a part of this contract. Such charges shall be paid for at the hourly rates then in effect between the Owner and Design Engineer for Contract Administration Services.

**DIVISION 2 – MATERIALS**

Not Applicable

**DIVISION 3 – EXECUTION**

3.01 Adjacent Work

Construction activities in one or more adjacent parcels of land may be underway at the time of the contract letting. The Contractor shall coordinate his activities with those on adjacent parcels to minimize delays and prevent damage to any completed work. No additional compensation will be allowed for damages or delays resulting from such adjacent work, except as may otherwise be provided for herein.

3.02 Tests

1. General: The Owner will pay for all required tests except those proving satisfactory operation of equipment and pressure and leakage tests. On pipe and asphaltic materials, the manufacturer’s or supplier’s certificate that the materials meet the requirements of the specifications will be accepted subject to verification by the Design Engineer. Any tests which have to be remade because of the failure of the tested material to meet specifications shall be paid for by the Contractor and the costs of any such test shall be deducted from payments due the Contractor.
2. It is the responsibility of the Contractor to schedule the material testing for the project. Any and all testing costs resulting from the delays of the Contractor (i.e. Standby time) shall be paid for by the Contractor.
3. Materials Testing: The Owner will retain a Certified Engineering Testing Laboratory to perform all materials testing specified in the Technical Specifications and as may be required by the appropriate governmental agency having jurisdiction. It shall be the responsibility of the Contractor to ensure that the required testing has been made prior to covering up any of the work. The Contractor will reimburse the owner for all necessary retesting.

3.03 Utility Crossings

The Contractor shall be responsible for insuring that all underground utilities, or conduits for the future installation of same, have been installed prior to the construction of curbs, pavement and similar contract items which would be adversely affected by such work.

Any costs incurred for repairs to pavements, curbs or other items of work shall be borne by the Contractor, when such repairs have been necessitated by the installation of utilities except as outlines above.

The Contractor shall maintain close contact with TECO, Frontier, Spectrum, and such additional utilities and companies as may be necessary to schedule and accomplish this portion of the work in a timely manner.

SECTION 02115 – CLEARING AND GRUBBING

**PART 1 – GENERAL**

1.01 Description of Work

The work included under this section consists of furnishing all necessary labor, equipment, material and transportation necessary to complete the removal and disposal of all trees, brush, stumps, root, grass weeds, rubbish and all other obstructions resting on or protruding through the surface of the existing ground and excavated areas.

1.02 Site Conditions

Selective clearing will be performed in some areas by retaining selected trees. The trees selected by the Owner for saving shall be protected from construction equipment by the Contractor in a manner approved by the Owner and meeting the criteria for such protection as required by the applicable governmental agency.

**PART 2 – PRODUCTS**

Not Applicable

**PART 3 – EXECUTION**

3.01 Clearing and Grubbing

Unless otherwise shown on the plans, all of the right-of-way areas and adjacent utility easements for telephone, electric and cable TV distribution lines; utility easements for water, storm drainage, and sanitary sewer construction; or areas designated for site grading shall be cleared and grubbed.

Where excavation is required within the roadway area or building site areas, all stumps, roots, etc., shall be removed to a depth of not less than 1 foot below the subgrade surface or final pad grade. Where fill is required within the roadway area or building site areas all stumps shall be grubbed to a depth of 1 foot below existing grade and replaced with compacted backfill before the area is filled.

Within all other areas where clearing and grubbing is required, all stumps, roots, and other debris projecting through or appearing on the surface of the ground shall be removed to a depth of 1 foot below the completed surface.

3.02 Selective Clearing

As an exception to the above provisions, where so directed by the Owner or indicated on the plans, desirable trees shall be trimmed, protected and left standing.

3.03 Removal of Improvements

Remove existing above ground and below grade improvements and structures necessary to permit construction, and other work as indicated.

END OF SECTION – 02115

SECTION 02125 – SILT BARRIERS

**PART 1 – GENERAL**

1.01 Description of Work

The work included under this section consists of furnishing all necessary labor, equipment, tools and materials, and in performing all operations in connection with the installation of a staked silt barrier, of cloth or straw bales, or a floating silt barrier for the protection of open water, wetland systems or areas intended to remain undisturbed by adjoining work.

This work shall be performed in strict accordance with the requirements of all applicable sections of these specifications and in conformity with lines, grades, notes and typical sections as shown on the drawings, as directed by the Design Engineer or as directed by representatives of governmental agencies having jurisdiction over areas to be protected.

**PART 2 – PRODUCTS**

2.01 Staked Fabric Silt Barrier

The sediment control fabric is to be woven polypropylene meeting the following standards:

Mullen Burst Test (ASTM D-3786) 200 psi (min.)

Grab Elongation (ASTM D-1628) 30% (max.)

Slurry Flow Rate (VTM-51) 0.3 gpm/sf (min.)

Retention Efficiency (VTM-51) 75% (min.)

The fabric is to be provided in widths adequate to prove a barrier of 30 inches in height and allow for 6 inches of fabric to be buried for toe restraint.

2.02 Floating Silt Curtain

The floating silt curtain is to be provided in pre-manufactured segments to the depth shown on the plans. Each segment is to have integral flotation, ballast and tension reinforcing. The silt curtain may be manufactured of nylon reinforced vinyl or other fabric having suitable resistance to sunlight and oils and having a minimum tensile strength of 300 pounds per inch of fabric.

**PART 3 – EXECUTION**

3.01 Staked Cloth Silt Barrier

The sediment control fabric is to be attached, per the manufacturers recommendation, to the uphill or sediment producing side of the stakes. The stakes are to be spaced at no greater than 10 feet intervals. A 4 to 6 inch trench is to be dug along the fence line and backfilled with the bottom 6 inches of fabric in place.

The ends of each unit of fence is to be connected to the adjoining fence with a connector provided by the manufacturer or the fabric is to be lapped sufficiently to prevent sediment from escaping.

3.02 Staked Straw Bales

Securely bound bales of straw may be used as a sediment barrier. The bales are to be securely bound with two strands of rope or wire. The bales are to be positioned in a 4 inch trench along the plan alignment and each bale is to be secured by driving two 2” x 2” stakes through the bale and 18” to 24” into the ground. The tops of the stakes are then to be secured by a continuous wire tie.

Deteriorated bales shall be replaced as directed by the Owner’s Engineer.

3.03 Floating Silt Curtain

The floating silt curtain is to be securely fastened to solid ground at any points of contact with the shoreline and is to be anchored or restrained at intermediate locations sufficient to prevent the distortion of the curtained area due to the action of wind, waves, currents, or the effects of the work in progress.

3.04 Removal

Upon acceptance of the completed work the contractor shall be responsible for the complete removal of all silt barriers unless so directed by the Owner’s Engineer. Following removal, all materials shall become the property of the contractor.

END OF SECTION 02125

SECTION 02200 – EARTHWORK

**PART 1 – GENERAL**

1.01 Description of Work

The work included under this section consists of furnishing all necessary labor, equipment, material and transportation necessary to bring the streets, utility easements, building sites, paved areas and open areas to the lines and grades as shown on the drawings. In addition, work covered shall include excavation for drainage ditches, canals, lakes and removing of unsuitable material.

1.02 Testing Standards

Embankments within the road right-of-way, under all paved areas and on building sites shall be compacted, the frequency of testing shall be as determined by the governing Authority having jurisdiction.

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

3.01 Excavation

A. Limits of Work: Excavation shall conform to the limits indicated on the plans or specified herein. This work shall include shaping and sloping and other work necessary in bringing the excavation to the required grade, alignment and cross section.

B. Suitable Material: All suitable materials removed form the excavation shall be used as far as practicable in the formation of the embankments, subgrades, shoulders, building sites and other places as directed. No excavated material shall be wasted without permission, and where necessary to waste such material it shall be disposed of as directed by the Owner.

C. Unsuitable Materials: Materials classified as A-2-5, A-2-6, A-2-7, A-4, A-5, A-6, A-7, and A-8 in accordance with AASHTO Designation M145 are considered to be unsuitable material. This unsuitable material shall be removed to the required depth and replaced to the satisfaction of the Owner’s Representative with suitable material. Unsuitable material existing in open areas may remain and these open areas may be used for disposal areas for the unsuitable material as directed by the Owner’s Representative. Open areas shall be those areas that do not include building sites, paved areas or street right-of-ways. All waste excavated material shall be considered property of the Owner and disposed of as directed by the Owner.

3.02 Fills

A. General: Suitable materials for fills shall be a classified as A-1, A-3, or A-2-4 in accordance with AASHTO Designation M145 and shall be free from vegetation, debris, and deleterious organic material unless specifically approved by the Design Engineer. The Owner will designate borrow sites within the project limits for the additional fill material required. After all so designated borrow sites are exhausted, the Contractor shall provide the remaining necessary material from off site sources at the Contractors expense.

B. Lift Depth: Fills shall be formed of suitable material placed in layers of not more than 8-inches in depth measured loose and rolled and/or vibrated with suitable equipment until compacted. Thickness of layers may be increased provided the equipment and methods used are proven by field density testing to be capable of compacting thicker layers to specified densities. Layer thickness shall be decreased if equipment and methods used are proven to be incapable of compacting layers to specified densities.

C. Rock: Rock that will not pass through a 6-inch diameter ring shall not be placed within the top 12-inches of the surface of the completed fill. Rock that will not pass through a 3-inch diameter ring shall not be placed within the top 4-inches of the completed fill.

D. Fills in Water: Only fill material classified as A-1 or A-3 in accordance with AASHTO Designation M145 may be placed in water standing at the normal water table, which cannot be removed by gravity after ditching, and shall be spread in a uniform layer of thickness not in excess of that necessary to support the hauling, placing and compacting equipment. Material above this lift shall be compacted as specified above.

E. Muck Disposal: Muck or other unsuitable material may be used in areas designated in the drawings or as directed by the Owner. Muck material used as fill shall be placed in layers of not more than 12-inches in depth measured loose. When dry or as directed by the Owner, this layer shall be disked and harrowed to break up large pieces of the material. The above density requirements shall not apply to unsuitable material so placed.

3.03 Building Pad Elevations

Final earthwork elevations shall be within 0.0 to 0.2 feet above the proposed pad elevations.

END OF SECTION 02200

SECTION 02220 – EXCAVATION AND BACKFILL FOR UTILITY SYSTEMS

Reference Hillsborough County Water and Wastewater Technical Manual, Transportation Technical Manual, Utility Accommodation Guide and Rights of Way Use Procedures Manual, latest editions.

SECTION 02230 – STABILIZED SUBBASE

Reference Hillsborough County Transportation Technical Manual, Latest edition.

SECTION 02232 – SOIL CEMENT BASE

Reference Hillsborough County Transportation Technical Manual, latest edition.

SECTION 02233 – CRUSHED CONCRETE BASE

Reference Hillsborough County Transportation Technical Manual, latest edition.

SECTION 02510 – HOT-MIXED (VIRGIN) ASPHALT PAVING

Reference Hillsborough County Transportation Technical Manual, latest edition.

SECTION 02512 – SIGNING AND PAVEMENT MARKINGS

Reference Hillsborough County Transportation Technical Manual, latest edition.

SECTION 02520 – PORTLAND CEMENT CONCRETE

Reference Hillsborough County Transportation Technical Manual, latest edition.

SECTION 02525 – CONCRETE CURB

Reference Hillsborough County Transportation Technical Manual, latest edition.

SECTION 02530 – CONCRETE SIDEWALK

Reference Hillsborough County Transportation Technical Manual, latest edition.

SECTION 02660 – WATER DISTRIBUTION

Reference Hillsborough County Water & Wastewater Technical manual, latest edition.

SECTION 02720 – STORM DRAINAGE SYSTEM

Reference Hillsborough County Stormwater Management Technical Standards, latest edition.

SECTION 02730 – SANITARY SEWER COLLECTION SYSTEM

Reference Hillsborough County Water & Wastewater Technical manual, latest edition.

SECTION 02937 – SODDING

All sod placed shall be predominately green when placed. The owner will not accept sod that is in poor, non-green condition. A high percentage of each piece of sod shall be green before being placed. If there is doubt, check with the owner prior to installing questionable sod. Sod that is placed and is unacceptable to the owner at placement

shall be replaced at the contractor’s sole expense. **The owner requests sod installation on the project exterior perimeters, typically outside of silt fencing, up to the pavement edge on all exterior roads adjacent to the development.**

**Attachments**

The items listed on this page are incorporated into the Contract Documents.

* **Appendix “H” Section 3 Compliance Guide (6 pages)**