

# CITY OF SANIBEL

## PROJECT MANUAL

**HURRICANE IAN PATHWAY REPAIRS PHASE 1**  
**(FDOT FPN: 452816-1-54-01; CONTRACT NO. 2Y52)**

**ITB-PW-6-2025/SK**

**June 30, 2025**



*Public Works Department*  
*750 Dunlop Road, Sanibel, FL 33957*  
*(239)472-6397*

**BIDS DUE BY:** 2:30 PM, (ET) July 31, 2025

**PRE-BID CONFERENCE:** NONE

**NO QUESTIONS WILL BE ACCEPTED AFTER:** 5:00 PM, (ET) July 21, 2025, all questions must be submitted in writing to [scott.krawczuk@mysanibel.com](mailto:scott.krawczuk@mysanibel.com) and received by stated time.

**SEALED ENVELOPES MUST BE MARKED WITH THE TITLE OF THE BID, BID NUMBER, NAME AND ADDRESS OF THE BIDDER.**

Courier Packages (FedEx, UPS) shall clearly state on the outer packaging, the Invitation to Bid Title and the Invitation to Bid Number. If the proper information is not on the courier's outer packaging the Bid/RFP may be sent back to the Vendor without being opened and/or given consideration for that project.

**BIDDERS ARE ADVISED THAT THE UNITED STATES POSTAL SERVICE DOES NOT DELIVER TO 750 DUNLOP ROAD AND BIDDERS ARE ADVISED TO USE AN ALTERNATIVE DELIVERY METHOD TO 750 DUNLOP ROAD.**

HURRICANE IAN PATHWAY REPAIRS PHASE 1  
(FDOT FPN: 452816-1-54-01; CONTRACT NO. 2Y52)

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CITY OF SANIBEL, FLORIDA

ADVERTISEMENT FOR BIDS

Legal Notice is hereby given that sealed proposals will be received at the Office of the City Engineer, City of Sanibel, Florida, at the Public Works Building, 750 Dunlop Road, Sanibel, until 2:30 P.M., on Thursday July 31, 2025 and shortly thereafter will be publicly opened and read aloud. Any proposal offered later than the above time will be returned unopened.

The work for which proposals are to be received consists of the following:

**HURRICANE IAN PATHWAY REPAIRS PHASE 1**

Proposals shall be properly and completely executed on a standard proposal form. Each proposal shall be accompanied by an acceptable certified check or cashier's check made payable to the City of Sanibel, or an acceptable Bidders Bond, in an amount not less than five percent (5%) of the total bid price.

The Contractor to whom the work is awarded will be required to furnish an acceptable Surety Bond in an amount of one hundred percent (100%) of the contract price.

No bidder may withdraw his proposal within a period of ninety (90) days following the date set for receiving proposals. The City of Sanibel reserves the right to hold any and all bids for a period of not more than ninety (90) days and said bids shall be and remain valid and in full force and effect during said period. The City of Sanibel reserves the right to reject any and all proposals and to waive informalities.

Plans and Specifications for the work may be obtained online at:

<https://www.mysanibel.com/government/public-works-department/useful-links/city-bids>

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Scott Krawczuk  
Deputy Public Works Director  
AFFIDAVIT REQUESTED  
PUBLISH ONE TIME  
Fort Myers News-Press  
June 30, 2025



## **INFORMATION FOR BIDDERS**

### **1.01 SCOPE**

A. The contract work provides for the **Hurricane Ian Pathway Repairs Phase I** and other related items pertinent and incidental thereto including the furnishing of all labor, materials, supplies, equipment, work and services, ready for satisfactory and continuous operation, in accordance with the drawings and specifications.

B. The work included in this contract is described briefly as follows:

The work consists of various repairs and repaving of the City's pathways network on West Gulf Drive, Middle Gulf Drive and East Gulf Drive and Bid Alternate work at Causeway Boulevard, East Periwinkle, and Algiers Lane.

C. The work included in this contract has an anticipated start date in September 2025.

### **1.02 CONTRACT DOCUMENTS AND SPECIFICATIONS**

A. Work to be performed shall be in accordance with drawings and specifications prepared by Bowman and the City of Sanibel.

### **1.03 BIDDER TO EXAMINE SITE**

A. All bidders are to inform themselves of the conditions under which the work is to be performed, the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed. The successful bidder will not be allowed any extra compensation by reason of any matter or thing concerning which said bidder might have fully informed themselves because of their failure to have so informed themselves prior to the bidding.

### **1.04 INFORMATION NOT GUARANTEED**

A. All information given relating to borings, material encountered, and groundwater is from the reports of the boring CONTRACTOR. Such information is furnished only for the information and convenience of the bidders. It is understood and agreed that the OWNER does not warrant or guarantee as to the accuracy or completeness of such information. Each bidder must satisfy themselves regarding the character, quantities, and conditions of the various materials and work to be done.

B. It is further understood and agreed that the bidder or the CONTRACTOR will not use any information made available to themselves or obtained by any examination made by them in any manner as a basis or ground of claim or demand of any nature against the OWNER arising from or by reason of any variance which may exist between the information offered and the actual materials and structures encountered during the construction work.

## **1.05 QUESTIONS REGARDING CONTRACT DOCUMENTS**

- A. In general, no answer will be given in reply to an oral question if the question involves an interpretation of the intent or meaning of the drawings or contract documents, or the equality or use of products or methods other than those definitely designated or described on the drawings or in the specifications. Any information given to bidders other than by means of the drawings and contract documents or by addenda as described below is given informally and shall not be used as the basis of a claim against the OWNER or the Engineer.
- B. To receive consideration, such questions shall be submitted in writing to the OWNER at least **TEN (10)** days before the advertised date for receipt of bids. If the question involves equality or use of products or methods, it must be accompanied by drawings, specifications, or other data, in sufficient detail to enable the OWNER to determine the equality or suitability of the product or method. In general, the OWNER will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the CONTRACTOR for incorporation into the work.
- C. The OWNER will arrange as addenda, which shall become a part of the Contract, all questions received as above provided, with his decision regarding each. Addenda will be posted at least **FIVE (5)** days prior to the receipt of bids. It shall be the responsibility of the CONTRACTOR, prior to submitting a proposal, to check the DemandStar online marketplace to download any and all addenda associated with the project. CONTRACTOR shall acknowledge issued addenda on Proposal document page (P-2).
- D. Unless such action shall have been taken by the CONTRACTOR and approval obtained, he agrees to use the product or method designated or described in the specifications or as amended by these addenda.

## **1.06 PROPOSAL FORM**

- A. All bids must be submitted upon the Proposal Form which will be furnished by the OWNER. The Proposal Form shall be completely executed and shall give the price bid for each item of work proposed, both in words and figures, and shall be signed by the bidder.
- B. In the event of a discrepancy between the prices written in words and prices written in figures, the prices written in words shall govern.

C. The successful bidder shall be prepared to complete the work within:

- (1) Hurricane Ian Pathway Repairs Phase 1 (Base Bid) work within ONE HUNDRED AND TWENTY (120) calendar days of the Notice to Proceed.
- (2) Area 1, Area 12, Area 18 (Additive Alternate Bids) work within ONE HUNDRED AND FIFTY (150) calendar days of the Notice to Proceed.

#### **1.07 LETTER FROM SURETY**

- A. The CONTRACTOR shall submit with their executed bid proposal a letter or statement from their surety company that it will execute and deliver a one hundred percent (100%) Performance and Payment Bond.

#### **1.08 AWARD OF CONTRACT**

- A. Lump Sum Proposals - The award of Contract shall be made to the low, responsive and responsible bidder on the lump sum proposals submitted for the work. The Contract shall be deemed as having been awarded when formal notice shall have been served upon the successful bidder by an officer or agent of the OWNER duly authorized to give such notice.

B. Unit Price Proposals

- (1) The award of the Contract will be made to the lowest responsible bidder on the total bid price given on the Proposal Form, page P-1. The Contract shall be deemed as having been awarded when formal notice shall have been served upon the successful bidder by an officer or agent of the OWNER duly authorized to give such notice.
- (2) The quantities listed in the unit price proposal form are to be considered as approximate and are to be used for the comparison of bids only. The unit prices to be tendered by the bidders are to be tendered expressly for the scheduled quantities, as they may be increased or decreased as hereinafter provided. Payments, except for lump sum items in the unit price Contract, will be made to the CONTRACTOR for the actual quantities of work performed or materials furnished in accordance with the plans and specifications; and it is understood that the scheduled quantities of work to be done and materials to be furnished may each be increased or diminished as hereinbefore provided without in any way invalidating the unit price bid. Where there is a conflict between the unit price and the extension thereof made by the bidder, the unit price shall govern, and the Engineer shall be authorized to make a correct extension of such unit bid price and to use such corrected extension in comparing bids.

- (3) When bids are requested on "Alternate" items, the City reserves the right to select the lowest responsible bidder based upon either the base bid or the base bid with any or all of the alternate bid prices.
- (4) The City reserves the right to accept or reject any or all bids and to waive any formal irregularities in the bids, when deemed to be in the best interest of the City.

#### **1.09 BID SECURITY**

- A. Each bid shall be accompanied by a cashier's check made payable to the OWNER or an acceptable bidder's bond in an amount of not less than five percent (5%) of the total bid price. The checks will be returned to all except the three lowest formal bidders within three days after the date of opening the bids. Any checks remaining with the OWNER shall be returned upon execution of a contract.

#### **1.10 EXPERIENCE AND ABILITY OF CONTRACTOR**

- A. It is the intent of the OWNER not to award the Contract to any bidder who does not furnish satisfactory evidence they have the ability and experience in this class of work, and that they have sufficient capital and plant to enable them to prosecute the same successfully and to complete it in the time named in the proposal. CONTRACTOR shall have a minimum of **FIVE (5)** years' experience with similar projects.

#### **1.11 EXECUTION OF CONTRACT**

- A. The successful bidder to whom the Contract is awarded shall be required to execute **three (3)** copies of the Construction Contract and **three (3)** copies of the Performance and Payment Bond.

#### **1.12 FORFEITURE OF BID SECURITY**

- A. In the event that the party to whom the Contract is awarded shall fail or neglect to execute the Contract and furnish satisfactory bonds within TEN (10) days after the OWNER has notified him that the Contract is ready for execution, the OWNER may determine that the bidder abandoned the Contract, and thereupon the proposal and acceptance shall be null and void; and the security accompanying the proposal shall be forfeited to and retained by the OWNER as liquidated damages for such failure and neglect, and to indemnify the OWNER for any loss which may be sustained by failure of the bidder to execute the Contract. After the execution of the Contract and the acceptance of the bonds by the OWNER, the bid securities which have been retained by the OWNER shall be returned to the respective bidders.

### **1.13 UNAVAILABILITY OF MATERIALS**

- A. Bids must be based on use of the materials specified, subject to the provisions of any addenda issued. If the CONTRACTOR is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the CONTRACTOR shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until it has been approved by the Engineer.
- B. No consideration will be given to the use of substitutes on account of market conditions unless the CONTRACTOR demonstrates that for the item in question, CONTRACTOR placed their order and submitted shop drawings without delay, that CONTRACTOR has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout the particular industry.
- C. If substitutes are used in the work, the compensation to be paid to the CONTRACTOR shall be subject to review and adjustment. As a general principle, if the Engineer shall determine that the substitute will be less satisfactory, the CONTRACTOR shall allow a credit to the OWNER; only "under unusual circumstances shall there be an increase in" compensation to the CONTRACTOR on account of substitution. The basis upon which the amount of price adjustments will be founded shall be the cost of the appropriate items at the time the bids were opened.

### **1.14 LOCAL LABOR AND MATERIALS**

- A. Whenever possible, the CONTRACTOR, their sub-contractors, material personnel, or others who employ labor, shall employ such labor locally.

### **1.15 NONDISCRIMINATION IN EMPLOYMENT**

- A. Contracts for work under this proposal may obligate the CONTRACTOR and sub-contractors not to discriminate in employment practices.
- B. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

### **1.16 RIGHT-OF-ACCESS**

- A. The CONTRACTOR agrees that a representative of the OWNER or Engineer will have access to the work wherever it is in preparation of progress and that the CONTRACTOR will provide facilities for such access and inspection.

### **1.17 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION**

- A. The successful bidder shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction."

### **1.18 UTILITIES**

- A. All existing utility systems which conflict with the construction of the work herein shall be relocated or temporarily removed and replaced as required. Such relocating or temporary removal and replacement shall be accomplished at the expense of the CONTRACTOR, and the work shall be done by the Utility unless the Utility approves in writing that the work may be done by the CONTRACTOR.
- B. The CONTRACTOR shall make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light required for the construction of this Contract during its entire progress. CONTRACTOR shall provide and pay for all temporary wiring, switches, connections and meters.

### **1.19 EASEMENTS**

- A. The OWNER will obtain right-of-way easements over and through certain private lands for the construction and rehabilitation. The width or limits of such rights-of-way will be defined by the OWNER before the work or construction shall begin. If the methods of construction employed by the CONTRACTOR are such as to require the use of land beyond the limits obtained, CONTRACTOR shall make their own agreements with the property owners affected for the use of such additional land and submit a copy of the agreement to the "owner".
- B. In all such easement rights-of-way, the CONTRACTOR shall be required to carefully remove the Owner's fences, or other obstacles to the construction procedure, and replace the same after the work is installed. The backfilling shall be to the grade of the existing ground level or to the grade as established by the Owner in the event the Owner permits the deposit of excess material upon such land.
- C. The cost of all such restoration of property shall be included and no additional payment will be allowed for this work.

### **1.20 OPERATIONS WITHIN RIGHT-OF-WAY**

- A. In public thoroughfares, all operations of the CONTRACTOR, including those of temporary nature, must be confined within the applicable right-of-way limits. If the methods of the construction employed by the CONTRACTOR are such as to require the use of land beyond the public thoroughfares, CONTRACTOR shall make their own agreements with the property owners affected for the use of such additional land and submit a copy of the agreement to the "owner".

## **1.21 PUBLIC RECORDS**

A. OWNER is a public agency subject to Chapter 119, Florida Statutes, the Public Records Law. As a CONTRACTOR or service provider to OWNER, CONTRACTOR is also subject to the Public Records Law pursuant to Section 119.0701, Florida Statutes, and shall comply with Florida's Public Records Law. Unless specifically exempted by Florida law, in whole or part, the CONTRACTOR shall:

- (1) Keep and maintain public records required by the OWNER in order to perform the service. This shall include all records relating to CONTRACTOR'S services provided to the OWNER and includes "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission."
- (2) Upon request from the OWNER'S custodian of public records, provide the OWNER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the OWNER.
- (4) Upon completion of the contract, transfer, at no cost to the OWNER, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the OWNER to perform the service. If the CONTRACTOR transfers all public records to the OWNER upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OWNER, upon request from the OWNER'S custodian of public records, in a format that is compatible with the information technology systems of the OWNER.

B. As required by Section 119.0701(2)(a), the following contact information is provided to the CONTRACTOR in the format required by statute:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**SANIBEL CITY CLERK**  
**800 DUNLOP ROAD**  
**SANIBEL, FLORIDA 33957**  
**(239) 472-3700**  
[scotty.kelly@mysanibel.com](mailto:scotty.kelly@mysanibel.com)

## **1.22 E-Verify**

- A. In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its sub-contractor must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- (1) CONTRACTOR shall require each of its sub-contractors to provide CONTRACTOR with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. CONTRACTOR shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
  - (2) The OWNER, CONTRACTOR, or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
  - (3) The OWNER, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR, and CONTRACTOR shall immediately terminate the contract with the sub-contractor.
  - (4) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the OWNER for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.
  - (5) Subcontracts. CONTRACTOR or sub-contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-contractor to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.



PROPOSAL

CITY OF SANIBEL, FLORIDA

**HURRICANE IAN PATHWAY REPAIRS PHASE 1**

**DUE JULY 31, 2025 @ 2:30 PM**

TO: CITY OF SANIBEL  
Public Works Department  
750 Dunlop Road  
Sanibel, Florida 33957

Pursuant to the advertisement for bids, the undersigned having read the Specifications and examined the Drawings prepared by Bowman and the City of Sanibel for the **HURRICANE IAN PATHWAY REPAIRS PHASE 1** in the City of Sanibel, Florida, and having inspected the site of work and conditions affecting and governing same, hereby proposes to provide all materials, and all equipment, tools, etc., and to perform all labor necessary for the installation as specified and described in said Specifications.

The Total Bid Price for the work based on the summation of the extensions of the unit prices on the attached itemized proposal is:

Item	Quantity	Total Price
Hurricane Ian Pathway Repairs Phase 1 - Base Bid	1	\$
Area 1 – Additive Alternate Bid	1	\$
Area 12 – Additive Alternate Bid	1	\$
Area 18 – Additive Alternate Bid	1	\$
<div>TOTAL BASE BID PLUS ADDITIVE ALTERNATE BIDS IN WORDS</div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"><div style="width: 60%; text-align: center;">(In words)</div><div style="width: 35%; text-align: right;">\$ <div style="border-bottom: 1px solid black; height: 15px; display: inline-block; width: 100%;"></div></div></div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"><div style="width: 60%; text-align: center;">(In words)</div><div style="width: 35%; text-align: right;">(In figures)</div></div>		
<div>NAME OF SUBMITTING CONTRACTOR</div> <div style="border-bottom: 1px solid black; height: 15px; margin-top: 10px;"></div>		

#### TIME OF COMPLETION

The undersigned further agrees to complete the furnishings and construction of such work, ready for continuous and satisfactory operation in all respects, within:

Hurricane Ian Pathway Repairs Phase 1 (Base Bid) work within **ONE HUNDRED AND TWENTY (120)** calendar days of the Notice to Proceed.

Area 1, Area 12, Area 18 (Additive Alternate Bids) work within **ONE HUNDRED AND FIFTY (150)** calendar days of the Notice to Proceed.

#### TIME OF VALIDITY

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel.

#### BID SECURITY

The undersigned encloses herewith a certified check or cashier's check payable to the City of Sanibel, Florida or a bidder's bond bonding the undersigned and surety to the City of Sanibel, Florida in an amount not less than five percent (5%) of the total bid price as set out above, guaranteeing that the undersigned will enter into contract for the performance of the work if this proposal is accepted.

#### CONTINGENCY ALLOWANCE

Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs. Owner's Contingency are funds to be used at the discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions associated with construction. Markups for Construction Fees will be applied by the Contractor at the time contingency is used.

#### ADDENDA

Receipt of Addenda Nos. \_\_\_\_\_ is hereby acknowledged.

## REQUIRED BID ITEMS

<b>No.</b>	<b>Name</b>	<b>Page Reference</b>
1	Bid Package in sealed envelope marked with Title of Bid, Bid Number, Name & Address of Bidder	Cover page Invitation to Bid
2	Complete Proposal on form provided	Pages A-1 and P-1 through P-8
3	Complete Unit Price Proposal	Pages P-1 through P-8
4	Include Certified Check or Bid Bond 5% or more of total bid price	Pages A-1 and IB-3
5	Acknowledge issued addenda on page 2 of Proposal Form	Pages IB-2, P-2, GC-1
6	Letter or statement from Bidder's surety company it will execute and deliver a 100% Performance and Payment Bond	Page IB-3
7	Furnish evidence they have ability & experience, have sufficient capital and plant, and minimum FIVE (5) years' experience with similar projects.	Page IB-4

# UNIT PRICE PROPOSAL – HURRICANE IAN PATHWAY REPAIRS PHASE 1 - BASE BID

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
<b>ROADWAY</b>					
101-1	Mobilization	1	LS		
102-1	Maintenance of Traffic	1	LS		
104-10-3	Sediment Barrier	23,203	LF		
104-18	Inlet Protection System	36	EA		
110-2-2	Selective Clearing & Grubbing	9.06	AC		
110-4-10	Removal of Existing Concrete	516	SY		
160-4	Type B Stabilization	424	SY		
285-701	Optional Base Group 1 (4" Limerock)	377	SY		
120-6	Embankment	150	CY		
327-70-1	Mill Existing Asphalt (1.0")	10,483	SY		
327-70-5	Bump Mill Existing Asphalt (2.0" Max.)	415	SY		
334-113	Superpave Asphaltic Concrete (Traffic C, SP-9.5, 1.0")	25,685	SY		
334-113A	Superpave Asphaltic Concrete Overbuild (Traffic C, SP-12.5, 3.0")	335	SY		
520-2-4	Concrete Curb, Type D Modified	323	LF		
522-2	Concrete Driveway (6" Thick)	87	SY		
570-1-2	Performance Turf, Sod	19,350	SY		
709-11-101	Pavement Marking (6" Std. White Painted)	1308	LF		
709-11-201	Pavement Marking (6" Std. Yellow Painted)	17,171	LF		
711-11-103	Thermoplastic, STD White 12" Solid Cross Walk	2,892	LF		
711-11-105	Thermoplastic, STD White 24" Solid Stop Bar	810	LF		
SP-1	Stabilized Shoulder Repair	202	LF		
SP-2	Special Bike Markings	56	EA		

**UNIT PRICE PROPOSAL – HURRICANE IAN PATHWAY REPAIRS PHASE 1 - BASE BID**  
**(CONTINUED)**

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
SP-3	Preconstruction Video	1	LS		
NA	Owner's Contingency	1	LS	\$25,000.00	\$25,000.00
<b>HURRICANE IAN PATHWAY REPAIRS PHASE 1 TOTAL:</b>					

**UNIT PRICE PROPOSAL – AREA 1 – ADDITIVE ALTERNATE BID**

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
101-1	Mobilization	1	LS		
102-1	Maintenance of Traffic	1	LS		
104-10-3	Sediment Barrier	230	LF		
110-1	Clearing & Grubbing	0.12	AC		
160-4	Type B Stabilization	187	SY		
120-6	Embankment (Beach Sand)	20	CY		
522-2	Concrete Pathway, 6" Thick w/ Thickened Edge	163	SY		
570-1-2	Performance Turf, Sod	100	SY		
709-11-201	Pavement Marking (6" Std. Yellow Painted)	163	LF		
SP-1	Preconstruction Video	1	LS		
NA	Owner's Contingency	1	LS	\$10,000.00	\$10,000.00
<b>AREA 1 TOTAL:</b>					

**UNIT PRICE PROPOSAL – AREA 12 – ADDITIVE ALTERNATE BID**

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
101-1	Mobilization	1	LS		
102-1	Maintenance of Traffic	1	LS		
104-10-3	Sediment Barrier	50	LF		
104-18	Inlet Protection System	3	EA		
110-2-2	Selective Clearing & Grubbing	0.71	AC		
120-6	Embankment	20	CY		
327-70-1	Mill Existing Asphalt (1.0")	342	SY		
327-70-5	Bump Mill Existing Asphalt (2.0" Max.)	237	SY		
334-113	Superpave Asphaltic Concrete (Traffic C, SP-9.5, 1.0")	2,220	SY		
570-1-2	Performance Turf, Sod	1,393	SY		
709-11-101	Pavement Marking (6" Std. White Painted)	295	LF		
709-11-201	Pavement Marking (6" Std. Yellow Painted)	1,984	LF		
711-11-103	Thermoplastic, STD White 12" Solid Cross Walk	227	LF		
711-11-105	Thermoplastic, STD White 24" Solid Stop Bar	24	LF		
SP-1	Preconstruction Video	1	LS		
SP-2	Special Bike Markings	10	EA		
NA	Owner's Contingency	1	LS	\$10,000.00	\$10,000.00
<b>AREA 12 TOTAL:</b>					

**UNIT PRICE PROPOSAL – AREA 18 – ADDITIVE ALTERNATE BID**

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
101-1	Mobilization	1	LS		
102-1	Maintenance of Traffic	1	LS		
104-10-3	Sediment Barrier	3,540	LF		
110-2-2	Selective Clearing & Grubbing	0.65	AC		
334-113	Superpave Asphaltic Concrete (Traffic C, SP-9.5, 1.0")	1,925	SY		
339-1	Miscellaneous Asphalt Pavement	110	SY		
536-1-3	Guardrail Double Face	254	LF		
536-73	Guardrail Removal	306	LF		
536-85-27	Guardrail End Treatment	1	EA		
536-85-29	Guardrail End Treatment	1	EA		
570-1-2	Performance Turf, Sod	1,127	SY		
709-11-101	Pavement Marking (6" Std. White Painted)	320	LF		
709-11-201	Pavement Marking (6" Std. Yellow Painted)	1,270	LF		
SP-1	Stabilized Shoulder Repair	200	LF		
SP-2	Special Bike Markings	6	EA		
SP-3	Preconstruction Video	1	LS		
NA	Owner's Contingency	1	LS	\$10,000.00	\$10,000.00
<b>AREA 18 TOTAL:</b>					

Respectfully submitted,

\_\_\_\_\_  
Contractor  
(Individual\_\_\_\_) (Partnership\_\_\_\_) or (Corporation\_\_\_\_)

(SEAL)

Signed\_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

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

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

DATE:

\_\_\_\_\_

**NOTE:** The legal status of the bidder, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.



## **SPECIMEN FORM OF CONTRACT**

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and \_\_\_\_\_ a Florida profit corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the covenants set forth below and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, OWNER and CONTRACTOR hereby agree as follows:

1. The term "CONTRACT DOCUMENTS" means and includes the following, all of which are incorporated herein and made part of the CONTRACT:

- A. Project Manual for "Hurricane Ian Pathway Repairs Phase 1" dated June 30, 2025, including, without limitation, all General Specifications, General Conditions, Special Provisions, Required Contract Provisions, Technical Specifications, and Appendices
- B. Bidding Documents, including Advertisement, Information to Bidders, and Addenda
- C. Drawings for "Hurricane Ian Pathway Repairs Phase 1" dated May 1, 2025.
- D. CONTRACTOR'S Proposal in response to ITB-PW-6-2025/SK
- E. This CONTRACT
- F. State-Funded Grant Agreement (FDOT FPN: 452816-1-54-01)
- G. Performance and Payment Bond
- H. Notice of Award
- I. Notice to Proceed
- J. Change Order(s)

2. The CONTRACTOR will commence and complete the construction which includes:

**"Hurricane Ian Pathway Repairs Phase 1" as described in the CONTRACT DOCUMENTS (the "WORK")**

3. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the WORK.

4. The CONTRACTOR will commence the WORK within 6 calendar days after date of the NOTICE TO PROCEED and, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS, will complete the same within:

Hurricane Ian Pathway Repairs Phase 1 (Base Bid) work within **ONE HUNDRED AND TWENTY (120)** calendar days of the Notice to Proceed.

Area 1, Area 12, Area 18 (Additive Alternate Bids) work within **ONE HUNDRED AND FIFTY (150)** calendar days of the Notice to Proceed.

5. The CONTRACTOR agrees to perform all of the WORK in accordance with the CONTRACT DOCUMENTS for the sum of \$\_\_\_\_\_ said amount being the total "**unit price sum / lump sum price**" as listed on the Contractor's proposal form as submitted for this project.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. The CONTRACT DOCUMENTS embody the entire agreement of CONTRACTOR and OWNER regarding the Work. No deviation from the CONTRACT DOCUMENTS will be allowed, honored or compensated unless accompanied by a fully executed change order.
8. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns; however, CONTRACTOR shall not assign or otherwise transfer its rights, duties or obligations under this CONTRACT without prior written consent of OWNER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER City of Sanibel

ATTEST \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

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

ATTEST \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Email \_\_\_\_\_

Approved as to form

\_\_\_\_\_  
City Attorney

**SPECIMEN FORM OF CONTRACT**  
**PERFORMANCE AND PAYMENT BOND**

BY THIS BOND, WE

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

A \_\_\_\_\_, as principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation, as Surety, are bound to

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

herein called Owner, in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars, (\$\_\_\_\_\_)

for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated \_\_\_\_\_, **"Year"** between Principal and Owner for construction of:

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the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract and;

2. Promptly makes payments to call claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract and;
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract and;
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_, **"Year"**.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

By \_\_\_\_\_

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(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

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

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

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

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

NOTE: Date of bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

**IMPORTANT:** Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

## **PERIODIC ESTIMATE FOR PARTIAL PAYMENT**

PROJECT: \_\_\_\_\_ OWNER: \_\_\_\_\_

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

PERIODIC ESTIMATE NO. \_\_\_\_\_ FOR PERIOD \_\_\_\_\_ TO \_\_\_\_\_

### **ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE**

- A. Original contract amount (Col.6) \_\_\_\_\_
- B. Plus: Change Order Additions (Col.13) \_\_\_\_\_
- C. Less: Change Order Deductions (Col.16) \_\_\_\_\_
- D. Adjust contract amount to date \_\_\_\_\_

### **ANALYSIS OF WORK PERFORMED**

- 1. Amount of original contract work performed to date (Col.8) \_\_\_\_\_
- 2. Change Order work performed to date \_\_\_\_\_
- 3. Total amount of work performed to date \_\_\_\_\_
- 4. Add: Materials stored at close of this period  
(Attach detailed schedule \_\_\_\_\_)
- 5. Less: Amount retained \_\_\_\_\_ percent \_\_\_\_\_
- 6. Net amount earned on contract work to date \_\_\_\_\_
- 7. Less: Amount of previous payments \_\_\_\_\_
- 8. Balance due this payment \_\_\_\_\_

### **CERTIFICATION OF CONTRACTOR**

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this periodic estimate are correct; that all work has been performed and/or material supplied in full accordance with the Terms and Conditions of the Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that this estimate is as true and correct statement of the contract account up to and including the last day of the period covered by this Periodic Estimate, and that no part of the "Balance Due This Payment" has been received:

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
Title \_\_\_\_\_

### **RECOMMENDATION OF ENGINEER**

In accordance with the contract and this Periodic Estimate for Partial Payment, the Contractor is entitled to payment in the amount shown above.

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

By \_\_\_\_\_

**PERIODIC ESTIMATE FOR PARTIAL PAYMENT**

PROJECT:

OWNER:

ENGINEER:

CONTRACTOR:

PERIODIC ESTIMATE NO. \_\_\_\_\_ FOR PERIOD \_\_\_\_\_ TO \_\_\_\_\_

CONTRACT AMOUNT					COMPLETED TO DATE			
ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT OF MEAS.	COST PER UNIT	TOTAL AMOUNT	QUANTITY	AMOUNT	% COM- LETE
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

TOTAL



**PERIODIC ESTIMATE FOR PARTIAL PAYMENT**

PROJECT:

OWNER:

ENGINEER:

CONTRACTOR:

PERIODIC ESTIMATE NO. \_\_\_\_\_ FOR PERIOD \_\_\_\_\_ TO \_\_\_\_\_

**SCHEDULE OF CHANGE ORDERS**

CHANGE ORDER					ADDITIONS	
					AMOUNT COMPLETED TO DATE	DEDUCTIONS
NO. (10)	DATE (11)	DESCRIPTION (12)	AMOUNT (13)	PERCENT COMPLETE (14)	(15)	(16)

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TOTAL

**CONTRACTOR'S LETTERHEAD**

**CONTRACTOR'S CERTIFICATE**

I, \_\_\_\_\_, the duly qualified, acting and authorized agent of the Contractor, \_\_\_\_\_ on the project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto and do further certify that all materials and equipment listed herein have been paid for in full as allowed on all prior Estimates and, if requested to do so, will show evidence of payment for same in writing before the final payment of this Estimate No. \_\_\_\_\_.

I further certify (if this is a Final Estimate) that the amount received hereunder is considered compensation and final payment in full for all work performed under the Contract, including any amendments thereto, and upon payment of said sum, hereby release the Owner, its employees, agents, and representatives in accordance with said Contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment for the Final Estimate, (in accordance with the terms of our original Contract and all Amendments thereto), during which time all terms and conditions of the original Contract Documents shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement and Indemnifying Agreements as contained in said Contract Documents.

CERTIFIED TO FOR PAYMENT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, "Year".

CONTRACTOR'S SEAL

\_\_\_\_\_  
Contractor

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

TITLE: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, "Year".

\_\_\_\_\_  
NOTARY

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

(NOTARY SEAL)

## CONTRACT CHANGE ORDER

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

OWNER: City of Sanibel

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

TO: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

You are hereby authorized to make the following additions and/or deductions to your contract amount.

	PREVIOUS CONTRACT AMOUNT	NET CHANGE		REVISED		CONTRACT AMOUNT
		INCREASE	DECREASE	(DEDUCT)	(ADD)	
TOTAL:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Description of Change:      Add      Deduct

RECOMMENDED:

APPROVED:

OWNER \_\_\_\_\_

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

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

ACCEPTED:

CONTRACTOR \_\_\_\_\_

BY \_\_\_\_\_

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

## **GENERAL CONDITIONS OF THE CONTRACT**

### **SECTION 2.1 - CONTRACT DOCUMENTS**

#### **2.1.01 GENERAL:**

The Contract Documents comprise the following general classifications of documents, including all additions, deletions, modifications, or other documents incorporated therein:

1. Bidding Documents
2. Contract
3. General Conditions of the Contract
4. Special Provisions
5. Specifications

#### **2.1.02 BIDDING DOCUMENTS:**

The Bidding Documents are issued by the OWNER to assist bidders in preparing their proposal include:

1. Advertisement
2. Information for Bidders
3. Proposal: The offer of a Bidder to perform the work described by the Contract Documents made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
4. Addenda to Contract Documents: Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the Bidder for the preparation of his Proposal, shall be covered in the Proposal, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

#### **2.1.03 CONTRACT:**

The Contract defines the "Contract Documents" and covers the performance of the work described in the Contract Documents including all supplemental addenda thereto and all general and special provisions pertaining to the work or materials.

#### **2.1.04 GENERAL CONDITIONS OF THE CONTRACT:**

The General Conditions of the Contract outline certain general responsibilities of the OWNER and the CONTRACTOR (who are the parties to the Contract) and those responsibilities delegated by the OWNER to the Engineer who acts as the agent of the OWNER.

1. Definitions: Wherever the words hereinafter defined, or pronouns used in their stead, occur in these specifications and contract documents, they shall have the meanings herein given:
  - A. The word "OWNER" shall mean the municipality, person, firm, or corporation as specified in the Advertisement for Bids, for whom the work is to be done.

- B. The word "CONTRACTOR" shall mean the person, firm, or corporation entering into a contract with the OWNER to construct and complete the work as herein specified, set out and shown.
- C. The word "sub-contractor" shall mean a person, firm, or corporation, other than a CONTRACTOR, supplying labor and materials or labor for work at the site of the project.
- D. The word "Engineer" shall mean the project engineer as designated by the OWNER.

#### **2.1.05 SPECIAL CONDITIONS:**

Special Conditions are special provisions, not included in the General Conditions of the Contract, which apply to this specific project.

#### **2.1.06 DRAWINGS AND SPECIFICATIONS:**

The intent of the Drawings and Specifications is that the CONTRACTOR shall furnish all labor, materials, equipment, and transportation necessary for the proper execution of the work, unless specifically noted otherwise. The CONTRACTOR shall do all the work outlined in the Contract Documents and all incidental work necessary to complete the project in a substantial and acceptable manner, and fully complete the work or improvement, operational and ready for occupancy by the OWNER.

1. Discrepancies: Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings and Specifications shall be immediately reported to the Engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Any work done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR'S risk.
2. Adequacy: Responsibility for adequacy of the design and for sufficiency of the Drawings and Specifications shall be borne by the OWNER. The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Specifications to be supplied by the OWNER through the Engineer or by the Engineer as representative of the OWNER. The Drawings and Specifications shall be considered inseparable documents; and in considering them, the CONTRACTOR shall rely upon both instruments in order to perform the work in accordance with their combined intent.
3. Additional Instructions: Further instructions may be issued by the Engineer during the progress of the work by means of Drawings, or otherwise to make more clear or specific the Drawings and Specifications or as may be necessary to explain or illustrate changes in the work to be done. Where said correction of errors or omissions, except as provided in the next two paragraphs below, adds to the amount of work to be done by the CONTRACTOR, compensation for said additional work shall be made under the item for Extra Work except where the additional work may be classed under some item of work for which a unit price is included in the proposal.
4. The fact that specific mention of the fixture, or of any part of work, is omitted in the specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the drawings, or is usually and customarily required to fully complete such work as is specified herein, will not entitle the CONTRACTOR to consideration in the matter

of any claim for extra compensation, but the said fixtures or work or both must be installed or done the same as if called for by both drawings and specifications.

5. All work indicated on the drawings and not mentioned in the specifications or vice versa, and all work and material usual and necessary to make work complete in all its parts, whether or not they are indicated on the drawings or mentioned in the specifications, shall be furnished and executed the same as if they were called for by both the drawings and specifications.
6. Plans and Specifications: The Engineer may furnish the CONTRACTOR up to 5 sets of plans and specifications covering this project at no cost to the CONTRACTOR. For each set of plans and specifications furnished to the CONTRACTOR, or any of his sub-contractor's, in excess of this number, the CONTRACTOR shall be billed at actual cost of printing and delivery.
7. Dimensions: Only figured dimensions on the Drawings will be used by the CONTRACTOR. Where the work of the CONTRACTOR is affected by finish dimensions, these shall be determined by the CONTRACTOR at the site, and he shall assume the responsibility, therefore.

#### **2.1.07 CONTRACT DOCUMENTS FOR THE USE OF THE ENGINEER:**

The CONTRACTOR shall maintain one complete set of the Contract Documents at the job site which shall always be available to the Engineer and upon which the CONTRACTOR shall record all changes and field adjustments. The CONTRACTOR shall keep one copy of plans, shop drawings, and supplemental drawings at the site in good order and annotated to show all changes made during construction. An as-built survey of the project shall be performed and submitted to OWNER prior to final acceptance. The survey shall be conducted in accordance with the standards set forth in Chapter 472 of the Florida Statutes and the Minimum Technical Standards for such survey as specified in Chapter 61G17 of the Florida Administrative Code. The cost of the survey shall be borne by the CONTRACTOR.

### **SECTION 2.2 - OWNER-CONTRACTOR-ENGINEER RELATIONS**

#### **2.2.01 OWNER'S RIGHTS AND RESPONSIBILITIES:**

1. Lands by OWNER: The OWNER will provide the lands shown on the Drawings or described in the Specifications upon which the work under the Contract is to be performed and to be used for right-of-way for access. Any delay in furnishing these lands by the OWNER will be deemed proper for adjustment in the Contract Amount and in the time of completion.
2. Base Lines and Bench Marks: Unless otherwise specified, the OWNER will establish base lines, and bench marks.
3. OWNER'S Right to Correct Deficiencies: Upon failure to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five days' written notice to the CONTRACTOR, the OWNER may, without prejudice to any other remedy he may have, correct such deficiencies in work intended to become a permanent part of the project. The cost to correct such deficiencies may be deducted from the payment due the CONTRACTOR.

4. Suspension of Work by OWNER: The OWNER shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable to carry out the provisions of the Contract, or to supply materials meeting the requirements of the Contract Documents.
  - A. Notice: The work or any portion thereof may be suspended at any time by the OWNER provided that he gives the CONTRACTOR five days' notice of suspension which shall set forth the date on which work is to be resumed. The CONTRACTOR shall resume the work upon written notice from the OWNER and within ten days after the date set forth in the notice of suspension. If the OWNER does not give written notice to resume work within ten days of the date fixed in the notice of suspension, the CONTRACTOR may abandon that portion of the work so suspended and shall be entitled to payment in accordance with Paragraph 2.6.09, Payment for Work Suspended by the OWNER.
  - B. In case of any suspensions, the time in which the CONTRACTOR is required to complete the work shall be extended as many working days as the same is suspended; provided, however, that if the work is suspended on account of failure on the part of the CONTRACTOR to comply with specifications, such extensions of time will not be allowed.
5. OWNER'S Right to Terminate Agreement and Complete the Work: The OWNER shall have the right to terminate his agreement with the CONTRACTOR after giving ten days' written notice of termination to the CONTRACTOR in the event of any default by the CONTRACTOR.
  - A. Default by CONTRACTOR: It shall be considered a default by the CONTRACTOR whenever he shall:
    - (i) Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.
    - (ii) Disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof.
    - (iii) Fail to provide a qualified superintendent, competent workmen or sub-contractor's, or proper materials, or fail to make prompt payment, therefore.
  - B. Completion by the OWNER: In the event of termination of the Agreement by the OWNER because of default by the CONTRACTOR, the OWNER may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means he may select.

#### **2.2.02 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES:**

All work shall be done in strict accordance with the Contract Documents. Observations, construction reviews, tests, recommendations or approvals by the Engineer or persons other than the CONTRACTOR, shall in no way relieve the CONTRACTOR of his obligation to complete all work in accordance with the Contract Documents. All work shall be done under the direct supervision of the

CONTRACTOR. The CONTRACTOR shall be responsible for construction means, methods, techniques and procedures, and for providing a safe place for the performance of the work by the CONTRACTOR, Sub-contractor's, suppliers and their employees, and for access use, work or occupancy by all authorized persons. The CONTRACTOR shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction".

1. Lands by CONTRACTOR: Any land and access thereto not specifically shown to be furnished by the OWNER that may be required for temporary construction facilities or for storage of materials shall be provided by the CONTRACTOR with no liability to the OWNER. The CONTRACTOR shall confine his apparatus and storage to such additional areas as he may provide at his expense.
  - A. Private and Public Property: The CONTRACTOR shall not enter upon private property for any purpose without obtaining permission; and he shall be responsible for the preservation of all public property, trees, monuments, structures, and improvements, along and adjacent to the street and/or right-of-way and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.
2. Surveys: Based upon the information provided by the OWNER, the CONTRACTOR shall develop and make all detailed surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working point lines, and elevations. The CONTRACTOR shall carefully preserve bench marks, reference points and stakes; and, in the case of destruction thereof by the CONTRACTOR or resulting from his negligence, the CONTRACTOR shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the loss or disturbance of such bench marks, reference points, and stakes.
3. Public Utilities: The elevation and location of all public utilities shown on the Drawings were taken from existing public records. It shall be the duty of the CONTRACTOR to make final and exact determination of the location and extent of all utilities, and he will be liable for any expense resulting from damage to them.
4. Superintendent: A qualified superintendent, who is acceptable to the OWNER, shall be maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the CONTRACTOR, and all instruction given to the superintendent shall be considered as given to the CONTRACTOR. It shall be the responsibility of this CONTRACTOR's superintendent to coordinate the work of all the sub-contractor's. The superintendent shall be present on the site at all times required to perform adequate supervision and coordination.
5. Subcontracts: At the time set forth in the Contract Documents or when requested by the OWNER, the CONTRACTOR shall submit in writing for review of the OWNER the names of the sub-contractor's proposed for the work. Sub-contractor's may not be changed, except at the request or with the approval of the OWNER. The CONTRACTOR is responsible to the OWNER for the acts and deficiencies of his sub-contractor's, and of their direct and indirect employees, to the same extent as he is responsible for the acts and deficiencies of his employees. The Contract Documents shall not be construed as creating



any contractual relation between any sub-contractor and the OWNER. The CONTRACTOR shall bind every sub-contractor by the terms of the Contract Documents.

A. For convenience of reference and to facilitate the letting of Contracts and Subcontracts, the Specifications are separated into titled sections. Such separation shall not, however, operate to make the OWNER or the Engineer an arbiter to establish limits to the contracts between CONTRACTOR and sub-contractor.

6. CONTRACTOR'S Right to Suspend Work or Terminate Agreement: CONTRACTOR may suspend work or terminate his Agreement with the OWNER upon ten days' written notice to the OWNER for any of the following reasons:

A. If an order of any court or other public authority caused the work to be stopped or suspended for a period of 90 days through no act or fault of the CONTRACTOR or his employees.

B. If the OWNER should fail to pay the CONTRACTOR any sum within 45 days after its award by arbitrators.

7. Work During an Emergency: The CONTRACTOR shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases, he shall notify the OWNER of the emergency as soon as practicable, but he shall not wait for instruction before proceeding to properly protect both life and property.

### **2.2.03 RESPONSIBILITY OF THE ENGINEER:**

The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications, and all questions as to the acceptable fulfillment of the Agreement on the part of the CONTRACTOR. The duties and responsibilities of the Engineer as set forth herein shall not be extended, except through written consent of the Engineer and the OWNER.

1. Observation of the Work: All materials and each part or detail of the work shall always be subject to observation by the Engineer and the OWNER; and the CONTRACTOR will be held strictly to the intent of the Contract Documents in regard to quality of materials, workmanship, and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply, whether mill, plant, or shop. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the CONTRACTOR as is required to make his observations and construction review.

2. Acceptability of Work: The Engineer's decision as to the acceptability or adequacy of the work shall be final and binding upon the CONTRACTOR. The CONTRACTOR agrees to abide by the Engineer's decision relative to the performance of the work.

3. Engineer's Decisions: All claims of the OWNER or the CONTRACTOR shall be presented to the Engineer for decision which shall be final, except in cases where time and/or financial considerations are involved, which shall be subject to arbitration.

#### **2.2.04 ORAL AGREEMENTS:**

No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents; and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than a definitely agreed waiver or modification thereof in writing; and no evidence shall be introduced in any proceeding of any other waiver or modification.

#### **2.2.05 OBSERVATION OF COMPLETED WORK**

The CONTRACTOR shall remove or uncover such portions of the completed work as may be directed by the OWNER at any time before acceptance of the work. After examination, the CONTRACTOR shall restore the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the restoring of the work shall be paid for as Extra Work; but should the work exposed or examined prove unacceptable, the uncovering, removing, and restoring of the work shall be at the CONTRACTOR'S expense.

#### **2.2.06 WORK BY OWNER OR OTHER CONTRACTOR'S:**

1. Separate Contracts: The OWNER may let other contracts in connection with the work of the CONTRACTOR. The CONTRACTOR shall cooperate with other CONTRACTOR'S regarding storage of materials and execution of their work. It shall be the CONTRACTOR'S responsibility to inspect all work by other CONTRACTOR'S affecting his work and to report to the OWNER any irregularities which will not permit him to complete his work in a satisfactory manner. His failure to notify the OWNER of such irregularities shall indicate the work of other CONTRACTOR'S has been satisfactorily completed to receive his work. The CONTRACTOR shall not be responsible for defects of which he could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the CONTRACTOR to measure the completed work in place and report to the OWNER immediately any difference between completed work by others and the provisions of the Contract Documents.
2. Written Agreement: Whenever work being done by the OWNER through his own employees or through other CONTRACTOR'S is contiguous to work covered by the Contract Documents, the respective rights of the various interests involved shall be established by written agreement to secure the completion of the various portions of the work in general harmony.

#### **2.2.07 SECTION DELETED**

#### **2.2.08 NIGHT AND SUNDAY WORK:**

No night or Sunday work requiring the presence of an Engineer or Inspector will be permitted, except in case of emergency and then only to such an extent as it is absolutely necessary and with written approval of the Engineer, provided that the clause shall not operate in case of a gang organized for regular and continuous night work, and on work which, in the opinion of the Engineer, can be performed satisfactorily at night or on Sunday.

## **SECTION 2.3 - MATERIALS, EQUIPMENT, AND WORKMANSHIP**

### **2.3.01 MATERIALS AND EQUIPMENT:**

The materials and equipment installed in the work shall meet the requirements of the Contract Documents, and no materials or equipment shall be ordered until reviewed by the Engineer. All materials and equipment not otherwise specifically indicated shall be furnished by the CONTRACTOR. The CONTRACTOR shall guarantee all materials and equipment he provides in accordance with Paragraph 2.3.08.

1. Substitutions: In order to establish standards of quality, the Engineer has, in the detailed Specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.
  - A. The CONTRACTOR shall furnish the complete list of proposed desired substitutions prior to signing of the Contract, together with such engineering and catalog data as the Engineer may require.
  - B. The CONTRACTOR shall abide by the Engineer's recommendation when proposed substitute materials or items of equipment are not recommended for installation and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General CONTRACTOR and not by individual trades or material suppliers. The Engineer will review proposed substitutions and make his recommendations in writing within a reasonable time.
2. Space Requirements: It shall be the responsibility of the CONTRACTOR to ensure that materials and equipment to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Contract Documents.
3. Arrangement: Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the CONTRACTOR to install the equipment to operate properly, and in harmony with the intent of the Contract Documents, and to make all changes in the work required by such arrangement.
4. Unacceptable Materials and Equipment: Materials and equipment which do not conform to the requirements of the Contract Documents, are not equal to samples reviewed by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall not be furnished nor installed.
5. Storage: Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the OWNER or lessee.

6. Manufacturer's Directions: Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

### **2.3.02 SAMPLES:**

All samples called for in the Specifications or required by the Engineer shall be furnished by the CONTRACTOR and shall be submitted to the Engineer for his review. Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted.

1. Samples for Tests: CONTRACTOR shall furnish such samples of material as may be required for examination and test. All samples of materials for tests shall be taken according to standard methods or as provided in the Contract Documents.
2. CONTRACTOR'S Guaranty: All samples shall be submitted by the CONTRACTOR with a covering letter indicating that such samples are recommended by the CONTRACTOR for the service intended and that the CONTRACTOR'S Guaranty will fully apply.
3. All materials, equipment, and workmanship shall be in accordance with samples guaranteed by the CONTRACTOR and reviewed by the Engineer.

### **2.3.03 SHOP DRAWINGS:**

The CONTRACTOR shall provide shop drawings, setting schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Drawings, Specifications, or the Engineer's instructions. Deviations from the Drawings and Specifications shall be called to the attention of the Engineer at the time of the first submission of shop drawings and other drawings for consideration. The Engineer's review of any drawings shall not release the CONTRACTOR from responsibility for such deviations. Shop drawings shall be submitted according to a schedule prepared jointly by the CONTRACTOR and the Engineer.

1. CONTRACTOR'S Certification: When submitted for the Engineer's review, shop drawings shall bear the CONTRACTOR'S certification that he has reviewed, checked, and approved the shop drawings; that they are in harmony with the requirements of the Project and with the provisions of the Contract Documents; and that he has verified all field measurements and construction criteria, materials, catalog numbers, and similar data. CONTRACTOR shall also certify that the work represented by the shop drawings is recommended by the CONTRACTOR and the CONTRACTOR'S Guaranty will fully apply.

### **2.3.04 EQUIPMENT DATA:**

The CONTRACTOR shall submit for the Engineer's review complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number, and general type. This submission shall be compiled by the CONTRACTOR and reviewed by the Engineer before any of the equipment is ordered.

1. Index: Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for each reference.

2. Relation to Contract Documents: Catalog data for equipment reviewed by the Engineer shall not supersede the Engineer's Contract Documents. The review of the Engineer shall not relieve the CONTRACTOR from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for error of any sort in the items submitted. The CONTRACTOR shall check the work described by the catalog data with the Engineer's Contract Documents for deviations and errors.
3. CONTRACTOR'S Certification: Equipment data shall be submitted by the CONTRACTOR with a covering letter indicating that he has reviewed, checked and approved the data submitted; that they are in harmony with the requirements of the project and with the provisions of the Contract Documents; and that he has verified all field measurements and construction criteria, materials, catalog numbers, and similar data. CONTRACTOR shall also certify that the work represented by the shop drawings is recommended by the CONTRACTOR and that his Guaranty will fully apply.

### **2.3.05 REJECTED WORK AND MATERIALS:**

Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within ten days after written notice is given by the OWNER, and the work shall be re-executed by the CONTRACTOR. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

1. Should the CONTRACTOR fail to remove rejected work or materials within ten days after written notice to do so, the OWNER may remove them and may store the materials.
2. Correction of faulty work after final payment shall be in accordance with Paragraph 2.5.12.

### **2.3.06 CUTTING AND PATCHING:**

The CONTRACTOR shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. He shall restore all such cut or patched work as approved by the Engineer. Cutting of existing structure that may endanger the work, adjacent property, workmen, or the public shall not be done.

### **2.3.07 CHARACTER OF WORKMEN:**

The CONTRACTOR shall always be responsible for the conduct and discipline of his employees and/or any sub-contractor or persons employed by sub-contractor's. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the CONTRACTOR or sub-contractor who does not perform his work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the OWNER, be discharged immediately and shall not be employed again in any portion of the work without the approval of the OWNER.

### **2.3.08 GUARANTY:**

The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of written acceptance of the work.

1. Correction of faulty work after final payment shall be as provided in Paragraph 2.5.12.

### **2.3.09 A.S.T.M. DESIGNATION:**

Wherever the letters "A.S.T.M." are used in these specifications, it shall be understood as referring to the American Society for Testing Materials. When reference is made to a certain Designation Number of a specification or test as set out or given by the American Society of Testing Materials, it shall be understood to mean the current, up-to-date standard specification or tentative specification for that particular process, material, or test as currently published by that group.

## **SECTION 2.4 – INSURANCE, LEGAL RESPONSIBILITY, AND SAFETY**

### **2.4.01 INSURANCE:**

CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as well as provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any sub-contractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be with insurers qualified to do business in the state of the Project location.

1. Types: The types of insurance the CONTRACTOR is required to obtain and maintain for the full period of the Contract will be: Workmen's Compensation and Employer's Liability, Comprehensive General Liability and Automobile Liability, U.S.L. & H. coverage (if applicable), Jones Act (if applicable) and an Excess Liability Umbrella Insurance as detailed in the following specifications.
2. Evidence: As evidence of specified insurance coverage, the OWNER may, in lieu of actual policies, accept a Certificate of Insurance on Accord Form 25 issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten days notice in writing to be delivered by registered mail to the OWNER. Should any policy be canceled before final payment by the OWNER to the CONTRACTOR and the CONTRACTOR fails immediately to procure other insurance as specified, the OWNER reserves the right to procure such insurance and to deduct the cost thereof from any sum due the CONTRACTOR under this Contract.
3. Adequacy of Performance: Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the CONTRACTOR fails immediately to procure other insurance as specified, the OWNER reserves the right to procure such insurance and to charge the cost thereof to the CONTRACTOR.
4. Payment of Damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of the CONTRACTOR'S responsibility for payment of damages resulting from his operations under this Contract.

### **2.4.02 COMPREHENSIVE GENERAL LIABILITY INSURANCE:**

1. General liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include premises-operations, underground hazard, products/completed operations hazard, contractual insurance, broad

form property damage, independent CONTRACTOR'S, and personal injury. The limits for bodily injury shall be \$500,000 each occurrence and \$500,000 aggregate. The limits for property damage shall be \$100,000 each occurrence and \$100,000 aggregate.

2. Automobile liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include owned, hired, and non-owned vehicles. The limits for bodily injury shall be \$500,000 each person and \$500,000 each accident. The limits for property damage shall be \$100,000.
3. Excess liability insurance shall provide an umbrella form coverage for both bodily injury and property damage combined with a minimum limit of \$2,000,000.
4. Indemnity: Included in such insurance will be contractual coverage sufficiently broad to insure the OWNER, the Engineer, their consultants and each of their officers, agents, and employees as additional insured under the General Liability Policy. See Paragraph 2.4.05 below for provisions of Indemnity.

#### **2.4.03 WORKMEN'S COMPENSATION INSURANCE:**

CONTRACTOR'S shall provide the statutory Workmen's Compensation and Employer's Liability Insurance requirements of the most current and applicable state Workmen's Compensation Insurance Laws.

#### **2.4.04 DELETED**

#### **2.4.05 INDEMNITY:**

The CONTRACTOR (sub-contractor) hereinafter "Indemnitor", hereby agrees to indemnify, save and hold harmless, and defend at its own expense the Engineer, OWNER, their respective partners, agents, employees, and anyone else acting for or on behalf of any of them, and any other person or entity for whom any of them may be legally responsible (herein collectively called "Indemnities") from all claims, losses, damages, suits, costs and expenses, including attorneys' fees, or actions of any nature whatsoever which arise out of or are connected with, or are alleged to arise out of or be connected with, the Work to be performed herein; including without limiting the generality of the foregoing, all liability for damages, loss, claims, demands, and actions arising or alleged to arise from injury including death, damage to property including the loss of use thereof and consequential damages therefrom, or damages arising out of economic loss, to any person or entity including any Indemnatee or Indemnitor or its employees, servants and agents whether based upon, or claimed to be based upon, statutory (including without limiting the generality of the foregoing, workmen's compensation), contractual, tort or other liability of any Indemnatee whether or not caused, or alleged to be caused, in whole or in part, by the joint, several or sole negligence, breach of contract, breach of warranty, strict liability, or other breach of duty by any Indemnatee, its partners, employees, agents, and anyone else for or on behalf of any of them, or any other person for whom any Indemnatee may be responsible.

In the event more than one Indemnitor is responsible or alleged to be responsible in respect to an accident or occurrence covered by this indemnification, then all of such Indemnitor shall be jointly and severally responsible to the Indemnities for indemnification shall be settled by separate proceedings and without jeopardy to any Indemnatee.

The indemnity provided hereunder shall not include indemnification of the Engineer in respect to claims arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by

the Engineer, his agents or employees; provided that such giving or failure to give is a primary cause of the injuries and damages.

If any part of these indemnity provisions is adjudged to be contrary to law, the remaining parts of these provisions shall in all other respects be and remain legally effective and binding. Moreover, these indemnity provisions shall not be construed to eliminate or in any way reduce any other indemnification or right which the Engineer and OWNER has by law.

#### **2.4.06 WAIVER OF SUBROGATION:**

The OWNER and the CONTRACTOR waive all rights against (1) each other and other sub-contractor's, agents, and employees of each other, and (2) the Engineer and separate CONTRACTOR'S, if any, and their sub-contractor's, agents, and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Section 2.4 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such insurance held by the OWNER as trustees. The OWNER or the CONTRACTOR, as appropriate, shall require of the Engineer, separate CONTRACTOR'S and sub-contractor's by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this subparagraph 2.4.06.

#### **2.4.07 PATENTS AND ROYALTIES:**

If any design, device, material, or process covered by letters, patent or copyright is used by the CONTRACTOR, he shall provide for such use by legal agreement with the OWNER of the patent or a duly authorized licensee of such OWNER, and shall save harmless the OWNER and the Engineer from any and all loss or expense on account thereof, including its use by the OWNER.

#### **2.4.08 PERMITS:**

All permits and licenses (except as listed hereafter) necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. The permits for construction within or across the property, rights-of-way, or easements of highways, railroads, gas lines, electric power transmission lines, water lines, telephone lines, telegraph lines, levees, or other utilities shall be secured and paid for by the OWNER. City of Sanibel Building Dept. permit fees shall be paid for by the OWNER.

#### **2.4.09 LAWS TO BE OBSERVED:**

The CONTRACTOR shall give all notices and comply with all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the OWNER and the Engineer against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for this work in relation to any such law, ordinance, regulations, order or decree, the CONTRACTOR shall forthwith report the same to the Engineer in writing.

1. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein; and the contract shall be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion. This shall include but not be limited to the Occupational Safety and Health Act of 1970.



#### **2.4.10 WRITTEN NOTICE:**

Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm, or corporation, or to the last business address of such known to him who serves the notice.

1. Change of Address: It shall be the duty of each party to advise the other parties to the Contract as to any change in his business address until completion of the Contract.

#### **2.4.11 ASSIGNMENT OF CONTRACT:**

Neither the CONTRACTOR nor the OWNER shall sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder, without written consent of the other party.

#### **2.4.12 ORAL AGREEMENTS:**

No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents; and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

#### **2.4.13 WORK DURING AN EMERGENCY:**

The CONTRACTOR shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall not wait for instructions before proceeding to properly protect both life and property.

#### **2.4.14 WARNING SIGNS AND BARRICADES:**

The CONTRACTOR shall provide adequate signs, barricades, warning lights, and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by suitable signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist.

#### **2.4.15 PUBLIC CONVENIENCE:**

The CONTRACTOR shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public, except with the permission of the proper authorities. Fire hydrants on or adjacent to the work shall always be kept accessible to fire-fighting equipment. Temporary provisions shall be made by the CONTRACTOR to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed.

#### **2.4.16 SAFETY:**

In accordance with general accepted construction practices, the CONTRACTOR shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected

directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the OWNER and shall not be limited to normal working hours.

1. The duty of the Engineer to conduct construction review of the CONTRACTOR'S performance is not intended to include review of the adequacy of the CONTRACTOR'S safety measures in, on, or near the construction site.

#### **2.4.17 EXISTING CONSTRUCTION:**

When new construction is adjacent to or crosses highways, railroads, streets, or utilities under the jurisdiction of State, County, City, or other public agency, public utility, or private entity, the OWNER shall secure written permission from the proper authority before executing such new construction. The CONTRACTOR shall satisfy himself that the OWNER has secured written permission before any work is done. The CONTRACTOR shall acquaint himself with and shall execute the work in accordance with any and all requirements of the written permit. The CONTRACTOR shall replace or repair all existing construction damaged in the execution of this Contract. The CONTRACTOR will be required to furnish a release from the proper authority before final acceptance of the work.

#### **2.4.18 SANITARY PROVISIONS:**

The CONTRACTOR shall provide and maintain such sanitary accommodations for the use of his employees and those of his sub-contractor's as may be necessary to comply with the requirements and regulations of the local and state departments of health.

#### **2.4.19 NONDISCRIMINATION IN EMPLOYMENT:**

The CONTRACTOR agrees:

1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no CONTRACTOR, or sub-contractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen who is qualified and available to perform the work to which the employment relates;
2. That no CONTRACTOR, sub-contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;
3. The CONTRACTOR agrees to comply with any Federal, State, or local law with respect to nondiscrimination in employment.

### **SECTION 2.5 - PROGRESS AND COMPLETION OF WORK**

#### **2.5.01 NOTICE TO PROCEED:**

Following the execution of the Contract by the OWNER and the CONTRACTOR, written Notice to Proceed with work shall be given by the OWNER to the CONTRACTOR. The CONTRACTOR shall begin and shall prosecute the work regularly and uninterruptedly thereafter and not before (except as provided for herein) with such force as to secure the completion of the work within the Contract Time.

#### **2.5.02 CONTRACT TIME:**

The CONTRACTOR shall complete, in an acceptable manner, all of the work contracted for in the time stated herein. Computation of Contract Time shall commence on the day specified in the Notice to Proceed and every calendar day following, except as herein provided, shall be counted as Contract Time.

#### **2.5.03 SCHEDULE OF COMPLETION:**

The CONTRACTOR shall submit, at such times as may reasonably be requested by the Engineer, schedules showing the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the various parts of the work, and estimated date of completion of each part.

#### **2.5.04 CHANGES IN THE WORK:**

The OWNER may, as the need arises, order changes in the work through additions, deletions, or modifications to the extent of 25% of the original Contract Amount, without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.

#### **2.5.05 EXTRA WORK:**

New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a Contract price, shall be classed as Extra Work. The CONTRACTOR shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the OWNER as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the CONTRACTOR as required.

#### **2.5.06 EXTENSION OF CONTRACT TIME:**

A delay beyond the CONTRACTOR'S control occasioned by an Act of God, by act or omission on the part of the OWNER, or by strikes, lockouts, fire, etc., may entitle the CONTRACTOR to an extension of time in which to complete the work as agreed by the OWNER, provided, however, that the CONTRACTOR shall immediately give written notice to the OWNER of the cause of such delay.

1. Act of God shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God, and no reparation shall be made to the CONTRACTOR for damages to the work resulting therefrom.

#### **2.5.07 USE OF COMPLETED PORTIONS:**

The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the

CONTRACTOR shall be entitled to such extra compensation or extension of time or both, as agreed by the OWNER.

#### **2.5.08 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS, AND SUPPLIES:**

At the termination of this Contract, before acceptance of the work by the OWNER, the CONTRACTOR shall remove all of his equipment, tools, and supplies from the property of the OWNER. Should the CONTRACTOR fail to remove such equipment, tools, and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR.

#### **2.5.09 CLEANING UP:**

The CONTRACTOR shall remove from the OWNER'S property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean, and true to line and grade.

#### **2.5.10 ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION:**

When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Engineer shall prepare an Engineer's Certificate of Substantial Completion to be acknowledged and accepted by the OWNER and the CONTRACTOR. The Certificate may list items to be completed or corrected, but such Certificate shall not relieve the CONTRACTOR of his obligation to complete all work, whether listed or not, in accordance with the Contract Documents nor will it preclude any right the OWNER may have for recourse in accordance with the Contract Documents.

#### **2.5.11 TERMINATION OF CONTRACTOR'S RESPONSIBILITY:**

The Contract will be considered complete when all work has been finished, the final review made up by the Engineer, and the project accepted in writing by the OWNER. The CONTRACTOR'S responsibility shall then cease, except as set forth in his Performance and Payment Bond, as provided in Paragraph 2.3.08 Guaranty, and as provided in Paragraph 2.5.12 Correction of Faulty Work After Final Payment.

#### **2.5.12 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT:**

The making of the final payment by the OWNER to the CONTRACTOR shall not relieve the CONTRACTOR of responsibility for faulty materials or workmanship. The CONTRACTOR shall promptly replace any such defects discovered within one year from the date of written acceptance of the work.

#### **2.5.13 LIQUIDATED DAMAGES:**

In the event the CONTRACTOR fails to complete satisfactorily the entire work contemplated and provided for under this contract on or before the date of completion determined as described elsewhere herein, the OWNER shall deduct from the monies due to CONTRACTOR the sum of One Hundred Dollars (\$100.00) for each calendar day of delay, which sum is agreed upon not as a penalty but as a fixed and liquidated damage for each day of such delay, to be paid in full and subject to no deduction, it being understood and agreed that the time of completion is of the essence. If the monies due the CONTRACTOR are less than the amount of such liquidated damages, then the CONTRACTOR shall pay the balance to the OWNER.

#### **2.5.14 INCENTIVE CLAUSE:**

The City of Sanibel will pay the CONTRACTOR an "Incentive Bonus" in the sum of One Hundred Dollars (\$100.00) for each calendar day if the work in the Contract is completed in accordance with the Contract Documents, as determined by the Engineer, before the documented project completion date.

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of Suppliers, sub-contractor's or other CONTRACTOR'S, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspension of CONTRACTOR'S operations, or other such events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on performance by the CONTRACTOR are specifically contemplated and acknowledged by the parties in entering into this Contract and shall not extend the "Incentive Bonus" Completion Date set forth above.

### **SECTION 2.6 – PAYMENTS TO CONTRACTOR**

#### **2.6.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT:**

Except in cases where unit prices form the basis for payment under the Contract, the CONTRACTOR shall, within ten days of receipt of Notice to Proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

#### **2.6.02 REQUESTS FOR PAYMENT:**

Progress Payments. OWNER may make progress payments on the project based on the CONTRACTOR'S Applications for Payment as recommended by the Engineer during construction as provided below.

1. Prior to Substantial Completion progress payments will be in an amount equal to 95% of the Work completed, and 95% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

#### **2.6.03 DELETED**

#### **2.6.04 OWNER'S ACTION ON REQUEST FOR PAYMENT:**

Within 30 days after receipt of a Request for Payment from the CONTRACTOR, the OWNER shall:

1. Process the Request for Payment as recommended by the Engineer.
2. Pay such other amount, in accordance with Paragraph 2.6.05, as he shall decide is due the CONTRACTOR, informing the CONTRACTOR and the Engineer in writing of his reasons for paying the amended amount.

3. Withhold payment in accordance with Paragraph 2.6.05, informing the CONTRACTOR and the Engineer of his reasons for withholding payment.

#### **2.6.05 OWNER'S RIGHT TO WITHHOLD PAYMENT OF A REQUEST FOR PAYMENT:**

The OWNER may withhold payment, in whole or in part, of a Request for Payment to the extent necessary to protect himself from loss on account of any of the following:

1. Defective work.
2. Evidence indicating the probable filing of claims by other parties against the CONTRACTOR which may adversely affect the OWNER.
3. Failure of the CONTRACTOR to make payments due to sub-contractor's, material suppliers, or employees.
4. Damage to another CONTRACTOR.

#### **2.6.06 PAYMENT FOR UNCORRECTED WORK:**

Should the OWNER direct the CONTRACTOR not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the OWNER for the Uncorrected work.

#### **2.6.07 PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS:**

The removal of work and materials rejected in accordance with Paragraph 2.3.05 and the re-execution of acceptable work by the CONTRACTOR shall be at the expense of the CONTRACTOR, and he shall pay the cost of replacing the work of other CONTRACTOR'S destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

1. Removal by OWNER: Removal of rejected work or materials and storage of materials by the OWNER, in accordance with Paragraph 2.3.05, shall be paid by the CONTRACTOR within 30 days after written notice to pay is given by the OWNER. If the CONTRACTOR does not pay the expenses of such removal and after ten days written notice being given by the OWNER of his intent to sell the materials, the OWNER may sell the materials at auction or at private sale and will pay the CONTRACTOR the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the CONTRACTOR.

#### **2.6.08 PAYMENT FOR EXTRA WORK:**

Written notice of claims for payment for Extra Work shall be given by the CONTRACTOR within ten days after receipt of instructions from the OWNER to proceed with the Extra Work and before any work is commenced, except in an emergency endangering life or property. No claim shall be valid unless so made. In all cases, the CONTRACTOR'S itemized estimate sheets showing all labor and material shall be submitted to the OWNER. The OWNER'S order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment.

1. Unit prices or combinations of unit prices which formed the basis of the original Contract.
2. A lump sum based on the CONTRACTOR'S estimate and accepted by the OWNER.

3. Actual cost plus 15% for overhead and profit. Actual costs are defined as follows:
  - A. Labor costs, including all allowances for holidays, vacation, sick leave, apprentice programs, hospitalization, or other "fringe benefits" and including time of foreman while engaged directly upon extra work.
  - B. Labor insurance and taxes.
  - C. Materials and supplies used on the work.
  - D. Associated General CONTRACTOR'S of America standard rental rates on each piece of equipment having a value in excess of \$50.00. Equipment and tools of lesser value are considered "small tools" and, as such, are considered to be part of overhead.

#### **2.6.09 PAYMENT FOR WORK SUSPENDED BY THE OWNER:**

If the work or any part thereof shall be suspended by the OWNER and abandoned by the CONTRACTOR as provided in Paragraph 2.2.01 d., Suspension of Work by OWNER, the CONTRACTOR will then be entitled to payment for all work done on the portions so abandoned, plus 15% of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.

#### **2.6.10 PAYMENT FOR WORK BY THE OWNER:**

The cost of the work performed by the OWNER, in removing construction equipment, tools, and supplies in accordance with Paragraph 2.5.08, Removal of Construction Equipment, Tools, and Supplies, and in correcting deficiencies in accordance with Paragraph 2.2.01 e., OWNER'S Right to Terminate the Agreement and Complete the Work shall be paid by the CONTRACTOR.

#### **2.6.11 PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT:**

Upon termination of the Contract by the OWNER in accordance with Paragraph 2.2.01 e., OWNER'S Right to Terminate Agreement and Complete the Work, no further payments shall be due the CONTRACTOR until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the CONTRACTOR. If the cost of completing the work shall exceed the unpaid balance, the CONTRACTOR shall pay the difference to the OWNER. The cost incurred by the OWNER, as herein provided, and the damage incurred through the CONTRACTOR'S default, shall be certified by the OWNER.

1. Unpaid Balance: If the unpaid balance of the Contract Sum exceeds the cost of finishing the work, including compensation for the Engineer's additional services, such shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER. The cost incurred by the OWNER as herein provided shall be certified by the Engineer.

#### **2.6.12 PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR:**

Upon suspension of the work or termination of the Contract by the CONTRACTOR in accordance with Paragraph 2.2.02f, CONTRACTOR'S Right to Suspend Work or Terminate Agreement, the

CONTRACTOR shall recover payment from the OWNER for the work performed, plus loss on plant and materials, plus established profit and damages.

#### **2.6.13 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS:**

Samples furnished in accordance with Paragraph 2.3.02, Samples, shall be furnished by the CONTRACTOR at his expense and may be used in the work, after acceptance.

1. Testing of samples and materials furnished in accordance with Paragraph 2.3.02, Samples, shall be arranged and paid for by the OWNER.

#### **2.6.14 ACCEPTANCE AND FINAL PAYMENT:**

When the CONTRACTOR shall have completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the OWNER and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The CONTRACTOR shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the OWNER, the OWNER will release the CONTRACTOR, except as to the conditions of the Performance and Payment Bond, any legal rights of the OWNER, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the CONTRACTOR'S final Request for Payment. The CONTRACTOR shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

1. Release of Liens: The CONTRACTOR shall deliver to the OWNER a complete release of all liens arising out of this Contract before the final Request for Payment is paid. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the OWNER such amounts as the OWNER may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.
2. Final Payment: The CONTRACTOR shall be paid in full within 61 days after the date of substantial completion. If within 61 days after substantial completion there remains uncompleted minor items, an amount equal to 200% of the value of each item as determined by the Engineer shall be withheld and paid 61 days following completion of all such items. This payment shall constitute final settlement.

### **SECTION 2.7 - CONTROL OF THE WORK**

#### **2.7.01 GENERAL:**

The following general provisions have been taken verbatim from the Florida Department of Transportation Standard Specifications for Road and Bridge Construction with certain modifications to meet specific requirements of the City of Sanibel. The CONTRACTOR is advised to read these provisions very carefully and ensure that he fully understands all of the requirements.



## **2.7.02 PLANS AND WORKING DRAWINGS:**

### **1. Plans and Contract Documents:**

The CONTRACTOR will be furnished an appropriate number of copies of the plans and special provisions as required for the particular project. Copies of the Standard Specifications may be purchased from the Florida Department of Transportation. The CONTRACTOR shall have available on the work, at all times, one copy each of the plans, specifications and special provisions.

### **2. Plans:**

The plans furnished by the Engineer consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

### **3. Alterations in Plans:**

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plan or drawing after its approval by the Engineer, except by direction of the Engineer.

### **4. Working Drawings (for Structures):**

#### **A. General:**

The CONTRACTOR shall furnish, on sheets not larger than 24 inches by 36 inches, such working and detail drawings as may be required for any part of the structure and which are not included in plans furnished by the Engineer.

#### **B. For Steel Structures:**

Working Drawings for steel structures shall consist of shop detail, erection details and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

#### **C. For Concrete Structures:**

Working drawings for concrete structures shall consist of such detailed plans as may reasonably be required for the effective prosecution of the work and which are not included in plans furnished by the Engineer. These may include details of falsework, bracing centering and formwork, masonry layout diagrams, and diagrams for bending reinforcing steel.

#### **D. Submission of Working Drawings:**

The CONTRACTOR shall submit to the Engineer for approval three (3) sets of any required detailed shop or working drawings. These drawings shall be submitted in

sufficient time to allow adequate study and discussion and any necessary correction prior to beginning the work they cover. Prior to the approval of these drawings any work done, or materials ordered for the structures involved shall be at the CONTRACTOR'S risk. One set of these drawings will be returned to the CONTRACTOR, either approved or marked with corrections required. The other sets will be retained by the Engineer.

E. Responsibility of Accuracy of Working Drawings:

It is understood, however, that approval by the Engineer of the CONTRACTOR'S working drawings does not relieve the CONTRACTOR of any responsibility for accuracy of dimensions and details, or for conformity of dimensions and details. The CONTRACTOR shall be responsible for agreement and conformity of his working drawings with the approved plans and specifications.

F. Cost of Working Drawings:

The contract prices shall include the cost of furnishing all working drawings, and the CONTRACTOR will be allowed no extra compensation for such drawings.

**2.7.03 COORDINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS:**

These Specifications, the plans, special provisions, and all supplementary documents are integral parts of the contract, and a requirement occurring in one is as binding as though occurring in all.

They are intended to be complementary and to describe and provide for a complete work. In addition to the work and materials specifically called for in the Specifications as being included in any specific pay item, additional incidental work, not specifically mentioned, will be included in such pay item when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work under such pay item and not stipulated as being covered under other pay items. In case of discrepancy, computed dimensions shall govern over scaled dimensions, plans shall govern over Standard Specifications, and special provisions shall govern over both Standard Specifications and Plans.

**2.7.04 CONFORMITY OF WORK WITH PLANS:**

All Work performed, and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.

In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonable close conformity with the plans and specifications, but that reasonably acceptable work has been produced, he shall then make a determination if the work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials as he deems necessary to conform to his determination based on engineering judgment.

In the event the Engineer finds the materials, or the finished product in which the materials are used, or the work performed are not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the CONTRACTOR.

In the event the OWNER accepts the work that is not within these tolerances, appropriate deductions will be made from the actual amount used to cover the cost of the extra material. The amount will be computed based on the job mix formula and the unit price stated in the Contract.

#### **2.7.05 ERRORS OR OMISSIONS IN PLANS OR SPECIFICATIONS:**

The CONTRACTOR shall take no advantage of any apparent error or omission which he might discover in the plans or specifications but shall forthwith notify the Engineer of such discovery, who will then make such corrections and interpretations as he deems necessary for reflecting the actual spirit and intent of the plans and specifications.

#### **2.7.06 AUTHORITY OF THE ENGINEER:**

All work shall be available for inspection by the Engineer and performed to his satisfaction.

It is agreed by the parties hereto that the Engineer shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the contract, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of the contract.

#### **2.7.07 AUTHORITY AND DUTIES OF ENGINEER'S ASSISTANTS:**

The Engineer may appoint such assistants and representatives as he desires. They shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used. Such assistants shall not be authorized to revoke, alter or waive any requirement of the specifications. They shall be authorized to call to the attention of the CONTRACTOR any failure of the work or materials to conform to the specifications and contract and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer. The CONTRACTOR shall be immediately notified in writing of any such suspension of the work and such notice shall state in detail the reasons for the suspension. The presence of the inspector or other assistant shall in no way lessen the responsibility of the CONTRACTOR.

#### **2.7.08 CONSTRUCTION STAKES AND MARKERS:**

1. Stakes Furnished:

The CONTRACTOR shall furnish and set, free of charge, slope stakes, grade stakes and all other stakes necessary for construction of the project. The CONTRACTOR shall furnish all templates and other materials necessary for making and maintaining points and lines given and shall furnish the Engineer such incidental labor as he may require in reestablishing points and lines necessary to the prosecution of the work.

2. Special Requirements for Landscape Work:

For landscape work, the OWNER will furnish all stakes in the size and quantity required and the CONTRACTOR shall set all such stakes with his own forces. The CONTRACTOR shall maintain such stakes in place until the layout is approved and the digging of the holes for the plantings has begun; replacing any which may become destroyed or disturbed during such period.

### **2.7.09      CONTRACTOR'S SUPERVISION:**

1.      Prosecution of work:

The CONTRACTOR shall give the work the constant attention necessary to assure the scheduled progress and he shall cooperate fully with the Engineer and with other CONTRACTOR'S at work in the vicinity.

2.      CONTRACTOR'S Superintendent:

The CONTRACTOR shall at all times have on the work as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive the instructions from the Engineer or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Engineer and to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendence shall be furnished regardless of the amount of work sublet.

3.      Supervision for Emergencies:

The CONTRACTOR shall have a responsible person available at or reasonably near the work site on a 24-hour basis, seven days a week, in order that he may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. For compliance with this requirement outside of working hours, the furnishing of the telephone number where such person can be reached will suffice.

### **2.7.10      GENERAL INSPECTION REQUIREMENTS:**

1.      Cooperation by CONTRACTOR:

No work shall be done, nor materials used, without suitable inspection by the Engineer or his representative, and the CONTRACTOR shall furnish the Engineer with every reasonable facility for ascertaining whether the work performed, and materials used are in accordance with the requirements and intent of the plans and specifications. If the Engineer so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at the CONTRACTOR'S expense. However, should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as extra work.

2.      Failure of Engineer to Reject Work During Construction:

If, during or prior to construction operations, the Engineer should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his later rejection when such defect is discovered, or obligate the Engineer to final acceptance, and the CONTRACTOR shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

3. Failure to Remove and Renew Defective Materials and Work:

Should the CONTRACTOR fail or refuse to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the Engineer shall have the authority to cause the unacceptable or defective materials or work to be repaired, removed and renewed, as may be necessary; all at the CONTRACTOR'S expense. Any expense incurred by the City in making these repairs, removals or renewals, which the CONTRACTOR has failed or refused to make, shall be paid for out of any moneys due or which may become due the CONTRACTOR, or may be charged against the contract bond. Continued failure or refusal on the part of the CONTRACTOR to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the City, at its option, to perform the work with its own organization, or to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting CONTRACTOR and the amount thereof deducted from any moneys due or which may become due to him or shall be charged against the contract bond. Any work performed, subsequent to forfeiture of the Contract, as described in this Article, shall not relieve the CONTRACTOR in any way of his responsibility for the work performed by him.

**2.7.11 FINAL CONSTRUCTION INSPECTION:**

1. Maintenance Until Final Acceptance:

The CONTRACTOR shall maintain all work in first-class condition until it has been completed as a whole and has been accepted by the Engineer under the provisions of 2.7.12.

2. Semifinal Inspections:

The Engineer will make a semifinal inspection within seven (7) days after notice from the CONTRACTOR of presumptive completion of the entire project. If, at the semifinal inspection, all construction provided for and contemplated by the contract is found completed to the Engineer's satisfaction, such inspection shall constitute the final inspection, as prescribed below. If, however, at any semifinal inspection any work is found unsatisfactory, in whole or in part, the Engineer shall give the CONTRACTOR the necessary instructions as to replacement of material and performance or re-performance of work necessary and prerequisite to final completion and acceptance, and the CONTRACTOR forthwith shall comply with and execute such instructions. Upon satisfactory replacement of material and performance or reperformance of such work, another inspection shall be made, which shall constitute the final inspection if the required material is found to have been replaced and the work completed satisfactorily.

3. Final Inspection:

Whenever all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the Engineer will make the final inspection.

#### **2.7.12 FINAL ACCEPTANCE:**

When, upon completion of the final construction inspection, the work is found to be completed satisfactorily, the Engineer shall give the OWNER a written recommendation for acceptance of the work. The OWNER shall then satisfy himself as to the Engineer's recommendation and within five days of said recommendation notify the CONTRACTOR, in writing, of his acceptance of the work.

#### **2.7.13 CLAIMS BY CONTRACTOR:**

Where the CONTRACTOR deems that extra compensation is due him for work or materials not clearly covered in the contract or not ordered by the Engineer as extra work, as defined herein, the CONTRACTOR shall notify the Engineer in writing of his intentions to make claim for extra compensation, before he begins the work on which he bases the claim. If such notification is not given, and the Engineer is not afforded proper opportunity for keeping strict account of actual cost, as defined for force account, then the CONTRACTOR thereby agrees to waive the claim for such extra compensation. Such notice by the CONTRACTOR, and the fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as establishing the validity of the claim. In such case the claim after consideration by the Engineer, is found to be valid, it shall be allowed and paid for as extra as provided herein.

To: Aileen.Keating@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL****G2Y52****5/21/2024****CONTRACT INFORMATION**

<b>Contract:</b>	G2Y52
<b>Contract Type:</b>	GD - GRANT DISBURSEMENT (GRANT)
<b>Method of Procurement:</b>	G - GOVERNMENTAL AGENCY (287.057,F.S.)
<b>Vendor Name:</b>	CITY OF SANIBEL
<b>Vendor ID:</b>	F591568877002
<b>Beginning Date of This Agreement:</b>	05/17/2024
<b>Ending Date of This Agreement:</b>	06/30/2029
<b>Contract Total/Budgetary Ceiling:</b>	ct = \$1,000,000.00
<b>Description:</b>	design and construction of the repairs and repaving of the city's shared path (bike path) system.

**FUNDS APPROVAL INFORMATION****FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 5/21/2024**

<b>Action:</b>	Original
<b>Reviewed or Approved:</b>	APPROVED
<b>Organization Code:</b>	55014010106
<b>Expansion Option:</b>	AK
<b>Object Code:</b>	751000
<b>Amount:</b>	\$1,000,000.00
<b>Financial Project:</b>	45281615401
<b>Work Activity (FCT):</b>	215
<b>CFDA:</b>	
<b>Fiscal Year:</b>	2024
<b>Budget Entity:</b>	55150200
<b>Category/Category Year:</b>	088862/24
<b>Amendment ID:</b>	O001
<b>Sequence:</b>	00
<b>User Assigned ID:</b>	
<b>Enc Line (6s)/Status:</b>	0001/04

**Total Amount: \$1,000,000.00**

Agenda Item  
Meeting of 5/7/2024

**CITY OF SANIBEL  
RESOLUTION 24-027**

**A RESOLUTION APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF SANIBEL AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$1,000,000 TO REPAIR AND REPAVE CERTAIN SECTIONS OF THE SHARED USE PATH SYSTEM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City's shared-use path system experienced damage due to the storm surge affects of Hurricane Ian and right-of-way debris collection activities post storm; and

**WHEREAS**, the City applied for grant funding from the State of Florida to assist with the repairing and repaving of certain sections of the shared-use path system; and

**WHEREAS**, the State of Florida approved and appropriated \$1,000,000 in funding to perform repairs and repaving; and

**WHEREAS**, the City Council must authorize the acceptance and execution of the grant agreement.

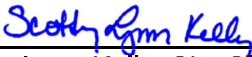
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA:**

**SECTION 1.** The City Council hereby approves the grant agreement between the City of Sanibel and the State of Florida Department of Transportation in the amount of \$1,000,000 for repairs and repaving of certain sections of the shared-use path system.

**SECTION 2.** This resolution shall take effect immediately upon adoption.

**PASSED IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA THIS 7<sup>th</sup> DAY OF MAY 2024.**

Attest:

  
\_\_\_\_\_  
Scotty Lynn Kelly, City Clerk

  
\_\_\_\_\_  
Richard Johnson, Mayor

Approved as to form and legality:

  
\_\_\_\_\_  
John D. Agnew, City Attorney

Date filed with City Clerk: May 7, 2024



**Resolution 24-027**

Vote of Council Members:

Johnson	<u>Aye</u>
Miller	<u>Aye</u>
DeBruce	<u>Aye</u>
Henshaw	<u>Aye</u>
Smith	<u>Aye</u>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
12/23

FPN: <u>452816-1-54-01</u>	Fund: <u>GR24/LF</u> Org Code: <u>55014010106</u>	FLAIR Category: _____ FLAIR Obj: <u>751003</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>12</u>	Contract No: <u>G2Y52</u>	Vendor No: <u>F591568877002</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on 05/21/2024,  
(This date to be entered by DOT only)  
by and between the State of Florida Department of Transportation, ("Department"), and City of Sanibel, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and *(select the applicable statutory authority for the program(s) below)*:
  - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - ☒ Specific Appropriation 2042A of Ch. 2023-239, Laws of Florida , Local Transportation Projects , CSFA 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design and construction of the repairs and repaving of the City's share path (bike path) system for approximately 6 miles, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2029. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**525-010-60  
PROGRAM MANAGEMENT  
12/23

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
  - a. The estimated cost of the Project is \$1,150,000.00 (One Million One Hundred Fifty Thousand Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,000,000.00 (One Million Dollars) and, additionally the Department's participation in the Project shall not exceed 87% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

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payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

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which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**8. General Requirements:**

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
  - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

**9. Contracts of the Recipient**

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

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commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

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performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.



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- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

**14. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**525-010-60  
PROGRAM MANAGEMENT  
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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**15. Miscellaneous:**

- a.** In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h.** The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j.** This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a.** **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b.** ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**525-010-60  
PROGRAM MANAGEMENT  
12/23

- c. ☒ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: \_\_\_\_\_

**g. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities  
Exhibit B: Schedule of Financial Assistance  
\*Exhibit C: Engineer's Certification of Compliance  
Exhibit D: Recipient Resolution  
Exhibit F: Contract Payment Requirements  
Exhibit H: Alternative Advance Payment Financial Provisions  
Exhibit J: State Financial Assistance (Florida Single Audit Act)  
\*Exhibit K: Advance Project Reimbursement  
\*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s):

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

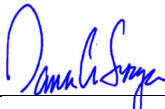
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**


525-010-60  
PROGRAM MANAGEMENT  
12/23

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF SANIBEL ISLAND

By:   
Name: Dana Souza  
Title: City Manager


STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:  
 05/21/2024 | 8:47 PM  
Name: Nicole E Mills  
Title: Director of Transportation Development

Approved as to form:



Legal Review:

DocuSigned by:  
 05/21/2024 | 3:29 PM EDT  
Name: Don Conway

**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 452816-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
City of Sanibel (the Recipient)

**PROJECT LOCATION:**

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** Approximately 6 miles

**PROJECT DESCRIPTION:** The purpose of this exhibit is to describe the scope of work and the responsibilities of the City of Sanibel in connection with the design and construction of the repaving and repairs of the shared use path of Sanibel Island.

The general objective is for the City of Sanibel to provide contract administration, management services and quality acceptance reviews of all work associated with the development and preparation of the contract plans for the associated improvements. The services performed shall be in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways and applicable City and County manuals, guidelines and specifications. The scope of services is intended to be inclusive of all design activities required for the design phase of the project.

Specifically and non inclusive, the following are included in the Scope of Services

1. Repair/ Repave shared use path

2. Provide for the preparation of the Roadway and Bridge Plans Package. This work effort includes the roadway design, bridge and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic Control Plans, Environmental Permits and other necessary documents.

3. Coordination with utility owners during design will be required to determine and avoid potential impacts. Where unavoidable, disposition of the utility conflicts should be coordinated.

4. A Professional Engineer, registered in the State of Florida, in responsible charge of the project's design shall professionally endorse (sign, seal and certify) the record plans, the special provisions and all reference and support documents.

5. Assure all surveying and mapping products and services comply with pertinent Florida Statutes and the Florida Administrative Code.

6. Identifying and obtaining any geotechnical investigation, analysis, and design dictated by the project needs. All geotechnical work necessary shall be performed in accordance with the governing regulations.

7. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of



Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.

8. Satisfy and obtain all sovereign land requirements and easements from the Florida Department of Environmental Protection, including mapping and survey, if required.

#### SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design to be completed by June 30, 2026
- b) Construction complete by June 30, 2029.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

#### SPECIAL CONSIDERATIONS BY DEPARTMENT:

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
STATE-FUNDED GRANT AGREEMENT

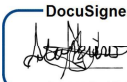
EXHIBIT B  
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Sanibel 800 Dunlop Rd Sanibel, FL, 33957		FINANCIAL PROJECT NUMBER: 452816-1-54-01			
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PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (GR24)	\$1,000,000.00	\$	\$1,000,000.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 23/24	Maximum Department Participation (LF)	\$150,000.00	\$150,000.00	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$1,150,000.00 100.00%	\$150,000.00 13.00%	\$1,000,000.00 87.00%	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase : )	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$1,150,000.00	\$150,000.00	\$1,000,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:  
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Aileen Keating  
District Grant Manager Name

DocuSigned by:  
  
846AF3F6791D41C...  
Signature

04/24/2024 | 9:23 AM EDT  
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT C**

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

**Engineer's Certification of Compliance.** The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**NOTICE OF COMPLETION**

STATE-FUNDED GRANT AGREEMENT  
Between  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and CITY OF SANIBEL

PROJECT DESCRIPTION: The design and construction of the repairs and repaving of the City's share path (bike path) system for approximately 6 miles.

FPID#: 452816-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

SEAL: By: \_\_\_\_\_, \_\_\_\_\_ P.E.  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions (see **Section 1.1** of this procedure). See **Section 4** of this procedure for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT J**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**Awarding Agency:** Florida Department of Transportation

**State Project Title  
and CSFA  
Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ Specific Appropriation 2042A of Ch. 2023-239, Laws of Florida, Local Transportation Projects CSFA 55.039

**\*Award Amount:** \$1,000,000.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



## **REQUIRED CONTRACT PROVISIONS**

### **TERMINATION FOR CAUSE OR CONVENIENCE; REMEDIES**

This contract is for more than the simplified acquisition threshold, currently set at \$250,000, so it must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A). This requirement applies to all FEMA grant and cooperative agreement programs.

The City of Sanibel may terminate the contract at any time for breach of contractual obligations or for convenience, by providing the provider with a written notice of such cancellation. In the event of a termination for cause, the termination shall become effective on the date specified in the notice of cancellation, and the City of Sanibel shall have no continuing financial or other obligations to the Contractor from the effective date of the termination through what otherwise would have remained of the contract term. In the event of a termination for convenience, such termination shall not be earlier than 30 days from the date of such written notice, and the City shall be obligated to pay reasonable, substantiated demobilization costs but shall otherwise have no continuing financial or other obligations to the Contractor from the effective date of the termination through what otherwise would have remained for the contract term.

### **ACCESS TO RECORDS**

The following access to records requirements apply to this contract: (1) The contractor agrees to provide the State of Florida (or any of its agencies), the City of Sanibel, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

### **COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

### **COPELAND ANTI-KICKBACK ACT**

Compliance with the Copeland "Anti-Kickback" Act.

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Compliance with the Contract Work Hours and Safety Standards Act.

The following clauses set forth in 29 C.F.R. § 5.5(b) are required, in accordance with the Contract Work Hours and Safety Standards Act:

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The City of Sanibel shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which

is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

### **Federal Water Pollution Control Act**

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the City of Sanibel and understands and agrees that the City of Sanibel will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants' employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration

for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor

becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City of Sanibel further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *provided, however*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The City of Sanibel agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City of Sanibel further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **DEBARMENT AND SUSPENSION**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by The City of Sanibel. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R.

pt. 3000, subpart C, in addition to remedies available to the City of Sanibel, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **BYRD ANTI-LOBBYING AMENDMENT**

### Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

### APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

#### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned

shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date

#### **PROCUREMENT OF RECOVERED MATERIAL**

This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

The requirements include: Procuring only items designated in EPA guidelines that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000; Procuring solid waste management services in a way that maximizes energy and resource recovery; and Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

"Prohibition on Contracting for Covered Telecommunications Equipment or Services (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause— (b) Prohibitions. (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security



reasons. (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. (c) Exceptions. (1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28 (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. (2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services. (d) Reporting requirement. (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. (e) Subcontracts. The

Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

#### **DOMESTIC PREFERENCES FOR PROCUREMENT**

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

#### **CONTRACT CHANGES OR MODIFICATIONS**

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

#### **AFFIRMATIVE SOCIOECONOMIC STEPS**

For procurements under FEMA declarations and awards issued on or after November 12, 2020, all NFEs are required to take the six affirmative steps to ensure use of small and minority businesses, women’s business enterprises, and labor surplus area firms when possible. One of the six steps is to require the prime contractor, if subcontracts are to be let, to take the five other affirmative steps, For procurements under FEMA declarations and awards issued between December 26, 2014, and November 12, 2020, this requirement only applies to non-state entities.

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

## **COPYRIGHT AND DATA RIGHTS**

An NFE is required by 2 C.F.R. § 200.315 to provide certain licenses with respect to copyright and data to the federal awarding agency. 2 C.F.R. § 200.315(b) provides to the federal awarding agency “a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use [any work that is subject to copyright] for federal purposes, and to authorize others to do so.” 2 C.F.R. § 200.315(d) provides to the federal government the rights to “obtain, reproduce, publish, or otherwise use” data produced under a federal award and to authorize others to do the same.

The Contractor grants to the City of Sanibel a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Sanibel or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Sanibel data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Sanibel.”

## SPECIAL PROVISIONS

1. The Contractor shall be responsible for all survey construction layout.
3. The Contractor shall dispose of all debris such as trees, brush, stumps, grasses, soil, millings, concrete and other deleterious material at location off the Island of Sanibel. No extra compensation will be allowed for hauling and providing the off-island disposal areas.
4. The Contractor is advised that he may not enter upon private property adjacent to the project without written consent of the affected property owner. A copy of the permission document shall be given to the Engineer.
5. The Contractor is hereby advised that he may not engage in any work on private property in the City of Sanibel during the contract performance period without written permission from the City of Sanibel. Failure to comply with this provision may result in suspension of all work activities until the matter is resolved.

An example of such work would be the paving of a private driveway. If the Contractor paves the driveway and the property owners does not possess the proper City permits, the entire project might be stopped until the necessary permits are obtained. The delay could be months and the Contractor could be assessed for liquidated damages.

6. No allowance for time extension of the project will be made for weather conditions common to Southwest Florida during the contract time period. The Contractor is reminded that time is of the essence and the work should proceed as quickly and efficiently as possible.
7. The Contractor shall remove and relocate as necessary all mailboxes, street signs, fences posts, structures such as headwalls, pipes, etc., and any other item necessary for progress and completion of the work. Payment shall be incidental to other items of work.
8. The Contractor will ensure that the roadway and bridges over which he hauls materials will be kept clear and clean. If spoil material, asphalt, and water fall from the truck onto the roadway, the Contractor will keep the road clear at all times, either by power broom or by whatever means is necessary. If excessive material continues to be deposited, the Engineer will require hauling to be discontinued until the situation is resolved.
9. The Contractor is responsible for any temporary striping to assure traffic safety (Vehicular, Pedestrian and Bicycle traffic).
10. All subcontractors must be approved in writing by the City prior to working on the project.
11. All soil, asphalt, and concrete tests will be made by a laboratory approved of by the Engineer. Cost of testing will be paid for by the Owner under the mobilization pay item except all subsequent tests deemed necessary because the original test indicated that the work did not conform to specifications. These tests shall be paid for by the Contractor. The location of these tests shall be determined by the Owner.
12. An As-Built survey is not required for the resurfacing portion of the project. They are required for the drainage improvements.

13. The Contractor shall prevent erosion of soil on the site and adjacent property resulting from his construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection. Install silt barriers or screens for capturing sediments/solids from erosion and construction activities.
14. The Contractor must be in possession of or obtain from the City of Sanibel an Occupational Registration and if applicable a Vegetation Competency Card prior to the start of the contract work to be done.
15. Contractor is responsible for preventing any workers on this project, including all subcontractors, from feeding alligators anywhere on Sanibel Island. Contractor is required to instruct all workers and subcontractors not to eat lunch on the edge of any waterbody on Sanibel Island and not to feed, tease or interact in any way with any alligators, which is illegal under state law. Signage provided by the City regarding alligator feeding shall be posted on all job sites in a clearly visible location. Project sites adjacent to open water of any kind shall have a minimum of two additional alligator signs posted in clearly visible locations near the water's edge. All job sites shall be maintained free of any open containers of food or any food-related garbage. All workers on this project are to be informed that the City takes this issue very seriously and will prosecute any violators to the full extent of this law. State penalties for violating this law include a fine of up to \$500 per incidence and up to 60 days in jail. Failure to inform workers of the prohibition against feeding alligators as required above or evidence of alligators being fed by workers on this project, either at the project site or elsewhere on Sanibel Island, will result in immediate revocation of this contract.

### SPECIAL PROVISIONS

#### STATE-FUNDED GRANT AGREEMENT (FDOT FPN: 452816-1-54-01)

1. Contractor and subcontractors shall comply with all terms and conditions of the State-Funded Grant Agreement and all federal, state, and local laws and regulations applicable to this Project.
2. Contractor and subcontractors shall retain sufficient records demonstrating its compliance with the terms of the State-Funded Grant Agreement for a period of five years from the date the audit report is issued and shall allow the State of Florida Department of Transportation (Department), or its designee, Department of Financial Services or the Auditor General access to such records upon request.
3. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
4. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services,

may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

5. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
6. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of State-Funded Grant Agreement.
7. The Recipient (City of Sanibel) agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY]. The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

8. Contractor and subcontractors carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the State-Funded Grant Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Department shall be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the State-Funded Grant Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform

the Project. Prior to the execution of the State-Funded Grant Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

9. The Recipient (City of Sanibel) agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
10. The Recipient (City of Sanibel) shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
11. IRON AND STEEL (New section in FS 255.0993, effective, July 1, 2024). The State of Florida requires that iron or steel product permanently incorporated in certain public works projects be produced in the United States. See § 255.0993, Fla. Stat. (2024). Contractor must carefully review the technical specifications to determine whether and how this requirement applies to this project and prepare its bid accordingly. Contractor's failure to account for this requirement in its bid will not justify a later change to the Contract Price. All iron or steel products included in this order must be produced in the United States, which means that all manufacturing processes, from initial melting through application of coatings, occur in the United States, other than metallurgical processes to refine steel additives. See § 255.0993, Fla. Stat. (2024).
12. FDOT Form 375-030-31 Affidavit Regarding Labor and Services shall be executed by Contractor awarded a contract for this project and become part of that contract.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**AFFIDAVIT REGARDING LABOR AND SERVICES**

375-030-31  
PROCUREMENT  
07/24

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Authorized Representative's Name: \_\_\_\_\_  
Authorized Representative's Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**AFFIDAVIT**

I, insert nongovernmental entity's authorized representative name, as authorized representative attest that insert nongovernmental entity's name does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

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

\_\_\_\_\_  
Date

STATE OF FLORIDA

COUNTY OF

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this  
day of \_\_\_\_\_, (year), by

\_\_\_\_\_  
Notary Public, not required when digital

\_\_\_\_\_  
Commission Expires

Personally Known ☐ OR Produced Identification ☐

Type of Identification Produced





**COMMUNITY SERVICES DEPARTMENT  
PUBLIC WORKS DIVISION**

**HURRICANE IAN PATHWAY REPAIRS  
PHASE 1**

**SHARED USE PATH RECONSTRUCTION  
TECHNICAL SPECIFICATIONS  
(FDOT FM# 452816-1-54-01; CONTRACT NO. 2Y52)**

**April 2025  
(Updated June 2025)**

**Bowman**

6200 Whiskey Creek Drive  
Fort Myers FL 33919  
Florida Certificate of Authorization No. 30462

Prepared by:  
David W. Schmitt, PE  
FL 41671

**CITY OF SANIBEL  
COMMUNITY SERVICES DEPARTMENT  
PUBLIC WORKS DIVISION**

**HURRICANE IAN PATHWAY REPAIRS  
PHASE 1  
TECHNICAL SPECIFICATIONS**

The following Technical Specifications have been provided for the Hurricane Ian Pathway Repairs – Phase 1 project. These project requirements are intended to supplement the City of Sanibel Project requirements, State of Florida Grant requirements, the FDOT Road Design and Construction Standards. These FDOT Standard documents can be obtained from the FDOT website.

**CITY OF SANIBEL  
COMMUNITY SERVICES DEPARTMENT  
PUBLIC WORKS DIVISION**

**HURRICANE IAN PATHWAY REPAIRS  
PHASE 1  
TECHNICAL SPECIFICATIONS**

**DIVISION 1 – GENERAL REQUIREMENTS**

Section 01110 – Summary of Work  
Section 01130 – Measurement and Payment  
Section 01135 – Contingency Fund  
Section 01150 – Protection of Existing Facilities  
Section 01200 – Project Meetings  
Section 01330 – Submittals  
Section 01410 – Regulatory Requirements  
Section 01420 – Reference Standards  
Section 01430 – Materials Testing  
Section 01470 – Color Audio-Video Preconstruction Record  
Section 01510 – Temporary Utilities

## SECTION 01110

### SUMMARY OF WORK

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

General description of the Work required under this Contract. All work shall be completed in accordance with the construction plans, State of Florida Grant requirements, FDOT Road Design and Construction (latest revision) and the City of Sanibel Project Requirements.

##### 1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work for this Contract shall include, but not be limited to, miscellaneous asphalt pathway repairs, milling of existing pathway, asphalt paving, adjacent grade adjustment, sodding, pavement marking, disposal of unused removed materials, and final restoration. The contractor shall be responsible for all stormwater pollution prevention, maintenance of traffic, detour, and closure of pathway as required.
- B. The Contract Amount shall be determined utilizing the Bid Form as provided. All materials, labor and equipment shall be provided by the Contractor. The City will not provide any materials.
- C. All excavation shall be unclassified with no additional payment for excavation of rock, muck, or other unsuitable materials. No additional payment shall be made for dewatering. Contractor shall be responsible for the determination of all field conditions.
- D. The Contractor shall organize, coordinate schedule, and execute the Contract Work to be in strict compliance with the Special Project Requirements as noted on Contract Drawings.
- E. The work also includes Maintenance of Traffic throughout the project. The Contractor shall develop a phased plan of construction to maintain access for residents at private roadways, streets, and driveways. This plan shall be submitted for review and approval by the City prior to construction.
- F. The work shall include selected clearing and trimming to maintain minimum horizontal and vertical clearances for the pathway. The contractor shall obtain and possess a City of Sanibel Vegetation Competency Card prior to the start of any work. All selected

clearing and trimming shall be completed under the cardholder's supervision. Failure to comply may result in work being stopped.

#### 1.03 SITE ACCESS AND STORAGE

- A. Site access shall be from local roadways. Site access shall be maintained throughout construction for residents, deliveries, and emergency vehicles by established detours as needed.
- B. Site material and equipment storage shall be limited to the existing right of way. The Contractor shall coordinate delivery of materials to the site to minimize onsite storage. Materials and equipment storage shall not obstruct roadway and driveway access or visibility. Contractor shall be responsible for restoring the right of way to its previous condition or better upon completion of work.

#### 1.04 WORK BY OTHERS

During the construction period for this project, the Owner (either with his own forces or under a separate contract) will be performing other work that will require the cooperation of the Contractor in scheduling and his coordination to avoid conflicts. This coordination shall include submitting weekly schedules and cooperating with other contractors.

### **END OF SECTION**

## **SECTION 01130**

### **MEASUREMENT AND PAYMENT**

#### **PART 1 - GENERAL**

##### **1.01 THE REQUIREMENT**

- A. Payment for the various items in the Schedule of Payment as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, taxes, materials, commissions, transportation and handling, bonds, permit fees, insurance, overhead and profit, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). Such compensation shall also include payment for any loss or damages arising directly or indirectly from the Work.
- B. The Contractor's attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. Should the Contractor feel that the cost for any item of Work has not been established by the Schedule of Payment items or this Section, it shall include the cost for that Work in some other applicable bid item, so that its proposal for the project does reflect its total price for completing the Work in its entirety.

##### **1.02 PAYMENT ITEMS**

- A. The Contractor shall submit a Schedule of Payment Values for review with the return of the executed Agreement to the Owner. The schedule shall contain the installed value of the component parts of Work broken down into labor and material categories for the purpose of making progress payments during the construction period.
- B. The schedule shall be given in sufficient detail for proper identification of Work accomplished. The Schedule of Payment Values shall coincide with the activities of work detailed in the construction progress schedule and the construction network analysis to accurately relate construction progress to the requested payment. Each item shall include its proportional share of all costs including the Contractor's overhead, contingencies, and profit. The sum of all scheduled items shall equal the

total value of the Contract.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.01 MEASUREMENT AND PAYMENT**

- A. Make payment on the basis of work actually completing each item in the Bid, such work including, but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, cleanup, and all other appurtenances to complete the construction and installation of the work to the configuration and extent as shown on the drawings and described in the specifications. The pavement restoration work items shall be completed in accordance with the FDOT requirements. Payment for other items shall be completed in accordance with the following. Payment for each item includes compensation for cleanup and restorations. Cost of cleanup and surface restorations (including pavement replacement) will be considered as the percentage retained in accordance with the Contract Documents, and complete payment will not be made until cleanup, restorations and as-builts are completed.
1. Preconstruction Video: Measurement and Payment shall be Lump Sum for the project. If the preconstruction video is taken in phases, payment will be pro-rated during construction based on the work completed. Preconstruction video shall be completed in accordance with the attached specifications. The preconstruction video shall be supplemental with still photographs as needed.
  2. Stabilized Shoulder Repair: Measurement and Payment shall be per lineal foot (LF) for the stabilization, grading, and finishing of the shoulder area as identified on the plans. It shall include, but not be limited to, all labor, materials, and equipment to complete the work.
  3. Owner Directed Contingency: Measurement and Payment shall be on a time and material basis or determined lump sum prior to work being performed. A work directive with the associated backup materials shall be issued by the City Project Manager prior to work being completed by the Contractor. This shall be for unanticipated work only due to unforeseen conditions.
  4. Special Bike Markings: Measurement and Payment shall be per each special bike marking installed. It shall include all labor, material, and equipment to install the paint markings as indicated on the plans. Upon completion of work, the Contractor shall provide the City with one set of reusable stencils utilized on the project.

### **END OF SECTION**

## **SECTION 01135**

### **CONTINGENCY FUND**

#### **PART 1 – GENERAL**

##### **1.01 SECTION INCLUDES**

##### **1.02 CONTRACT CONTINGENCY**

- A. The Contractor shall include in its Contract Price an allowance equal to Contingency Fund shown in the bid schedule for additional work required due to unforeseen conditions.
- B. The price negotiated (between Contractor and Owner) for any work falling under this category shall be compensation in full for all labor, materials and equipment necessary. Compensation for unforeseen conditions will be made at the appropriate contract price based on lump sum, unit price or time and materials depending upon the nature of the work. Prior to work commencing, the Contractor shall submit their standard labor and equipment rates for County review. Upon review and acceptance, these standard labor and equipment rates shall serve as the basis of compensation for emergency or time and material allowance work.
- C. The provisions for the Contingency Fund are not a guarantee the Contractor will be paid any portion of the full amount of such Contingency Fund.

##### **1.03 CONTINGENCY FUND**

- A. Refer to the Bid Schedule for the Contingency Fund amount.

### **END OF SECTION**



## **SECTION 01150**

### **PROTECTION OF EXISTING FACILITIES**

#### **PART 1 – GENERAL**

##### **1.01 SECTION INCLUDES**

Requirements for protection of existing facilities and completed construction.

##### **1.02 GENERAL**

- A. The Contractor shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.
- B. The Contractor shall verify the exact locations and depths of all utilities shown and the Contractor shall make exploratory hand excavations of all utilities that may interfere with the Work. All such exploratory hand excavations shall be performed as soon as practicable after award of Contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's Work. When such exploratory excavations show the utility location as shown to be in error, the Contractor shall so notify the Engineer.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

##### **1.03 RIGHTS-OF-WAY**

- A. The Contractor shall not do any Work that would affect any oil, gas, sewer or water pipeline, any telephone, telegraph or electric transmission line, any fence or any other structure nor shall the Contractor enter upon the rights-of-way involved until notified by the Engineer that the Owner has secured authority therefor from the proper party. After authority has been obtained, the Contractor shall give said party due notice of its intention to begin Work.
- B. When two or more contracts are being executed at one time on the same or adjacent land in such manner that Work on one contract may interfere with that of another, the Owner shall determine the sequence and order of the Work.
- C. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other

reasonable privilege may be granted by the Owner to the Contractor so desiring, to the extent, amount, in the manner, and at the times permitted.

- D. No such decision as to the method or time of conducting the Work or the use of territory shall be made the basis of any claim for delay or damage.
- E. The Owner's Right of Access is reserved to the Owner and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property.

#### 1.05 PROTECTION OF SURVEY STREET OR ROADWAY MARKERS

The Contractor shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced for easy and accurate restoration. It shall be the Contractor's responsibility to notify the Owner of the time and location that Work will be done. Such notification shall be sufficiently in advance of construction so that there will be no delay due to waiting for survey points to be satisfactorily referenced for restoration.

#### 1.06 EXISTING UTILITIES AND IMPROVEMENTS

- A. Maintaining in Service: All oil and gasoline pipelines, power, and telephone or other communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the Work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Engineer are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, wire or cable.
- B. The Contractor shall protect all underground utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- C. Where the proper completion of the Work requires the temporary or permanent removal, or relocation of an existing utility or other improvement which is shown, the Contractor shall contact the utility owner and proceed as specified in the Contract Documents.

D. Unrecorded Underground Utilities or Improvements

1. Plans show features of topography and underground utilities, but do not purport to show in complete detail all such lines or obstructions.
2. Existing utilities shown on Drawings are based upon available records. Data regarding existing utilities is presented for Contractor's convenience only and shall not be used as a basis for claims of extra compensation.
3. Examine available records and make exploratory excavations whenever necessary to determine locations of existing pipes, valves, or other underground improvements.
4. Take prudent precautions not to damage unrecorded underground utilities and improvements.
5. If unrecorded underground utilities or other improvements are encountered, immediately notify the Engineer and inform the Engineer of the conditions encountered. Include written report of conditions encountered with Progress Schedule covering period in which unrecorded underground utilities or improvements were encountered. Provide unscheduled impact on CPM schedule for each occurrence. If unrecorded underground utilities or improvements conflict with Work, changes shall be made under the terms of the Agreement. Changes to the Work shall be as approved by the Owner.
6. The Contractor shall contact the affected utility owner and proceed as specified in the Contract Documents.

1.07 TREES WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS

- A. The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, and shall not trim or remove any trees unless such trees have been identified under selective clearing and grubbing for trimming or removal.
- B. All other existing trees and shrubs which are damaged during construction shall be repaired or replaced by the Contractor as specified in the Contract Documents.

1.08 NOTIFICATION BY THE CONTRACTOR

Prior to any excavation in the vicinity of any existing underground facilities including all water, sewer, storm drain, gas, petroleum products or other pipelines; all buried electric power, communications or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way, the Contractor shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than 3 days nor more than 7 days prior to excavation so that a representative of said owners or agencies can locate their facilities or be present during such work if they so desire.

**PART 2 – PRODUCTS (not used)**

**PART 3 – EXECUTION (not used)**

**END OF SECTION**

## **SECTION 01200**

### **PROJECT MEETINGS**

#### **PART 1 - GENERAL**

##### **1.01 PRECONSTRUCTION MEETING**

- A. A preconstruction meeting will be held after Award of Contract, but prior to starting work at the site. The City Representative shall prepare and distribute the meeting agenda and shall preside at the meeting. The City Representative shall record and distribute minutes of the proceedings and decisions.
- B. Attendance:
  - 1. Owner
  - 2. Engineer of Record
  - 3. Construction Engineer/Inspector
  - 5. Contractor
  - 6. Major subcontractors
- C. Minimum Agenda:
  - 1. Tentative construction and submittal schedules
  - 2. Critical work sequencing
  - 3. Designation of responsible personnel
  - 4. Processing of Field Decisions and Change Orders
  - 5. Adequacy of distribution of Contract Documents
  - 6. Submittal of Shop Drawings and samples
  - 7. Procedures for maintaining record documents
  - 8. Use of site and Owner's requirements
  - 9. Major equipment deliveries and priorities

10. Safety and first aid procedures
11. Security procedures
12. Housekeeping procedures
13. Processing of Partial Payment Requests
14. General regard for community relations

#### 1.02 PROGRESS MEETING

- A. Progress meetings will be held biweekly or as needed at a site to be determined during the performance of the field work of this Contract. Additional meetings may be called as progress of work dictates.
- B. The City Representative will prepare and distribute agenda, preside at meetings and record minutes of proceedings and decisions. The City Representative will distribute copies of minutes to participants.
- C. Attendance:
  1. Owner
  2. Engineer
  3. Construction Engineer/Inspector
  4. Contractor
  5. Subcontractors, only with Engineer's approval or request, as pertinent to the agenda
- D. Minimum Agenda:
  1. Review and approve minutes of previous meetings.
  2. Review progress of Work since last meeting.
  3. Review proposed 2 and 4 week construction schedule.
  4. Note and identify problems which impede planned progress.
  5. Develop corrective measures and procedures to regain planned schedule.

6. Revise construction schedule as indicated and plan progress during next work period.
7. Maintaining of quality and work standards.
8. Complete other current business.
9. Schedule next progress meeting.

**PART 2 – PRODUCTS (not used)**

**PART 3 – EXECUTION (not used)**

**END OF SECTION**

## SECTION 01330

### SUBMITTALS

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

Requirements and procedures for submittals.

##### 1.02 SCHEDULE

- A. Transmit submittals in accordance with approved Progress Schedule, and in such sequence to avoid delay in the Work or work of other contracts.
- B. Do not fabricate products or begin work that requires submittals until return of submittal with Engineer acceptance.
- C. Identify the appropriate specification sections and parts on each submittal.

##### 1.03 CONTRACTOR REVIEW

- A. Review submittals prior to transmittal; determine and verify field measurements, field construction criteria, manufacturer's catalog numbers, and conformance of submittal with requirements of Contract Documents.
- B. Contractor's submittal review shall include coordination as described in other Sections.
- C. Sign each sheet of shop drawings and product data, and each sample; label to certify compliance with requirements of Contract Documents. **Notify Engineer of any deviations from requirements of Contract Documents in writing at time of submittal.**
- D. Identify the relevant specification sections and parts on each submittal.

##### 1.04 SUBMITTAL REQUIREMENTS

- A. Apply Contractor's stamp, signed certifying to review and approval, verification of products, field dimensions and field construction criteria, and coordination of information with requirements of Work and Contract Documents.
- B. Number each submittal sequentially beginning with 001. Each submittal shall describe only one product or equipment. Re-submittals shall use the same number



identifier with a letter suffix, e.g., 001A. Submittals shall identify the relevant Specifications Section(s).

- C. Coordinate submittals into logical groupings to facilitate interrelation of the several items:
  - 1. Finishes that involve Engineer selection of colors, textures, or patterns.
  - 2. Associated items that require correlation for efficient function or for installation.
- D. Submit under transmittal letter. Identify Project by title and number.
- E. If any submittal requires more than three reviews (normally an original and two re-submittals), the Engineer may charge the Contractor for additional review time based on his actual incurred time and expenses. These charges shall be summarized for the Contractor and deducted from the Contractor's next pay request.
- F. The Contractor may expect most submittals to be reviewed within 21 calendar days following receipt of the submittal. Certain submittals such as Owner color selection or instrumentation may require a longer review time.
- G. The submission of submittals will be by email subject to the requirements noted below. Before the first electronic submittal, the Contractor must meet with the Engineer to review the format and protocols for such submittals.

Any digital file submittal or re-submittal must be complete in every respect. Any digital file submittal must include only one piece of material or equipment.
- H. Provide submittals on the following items and as required by the Contract Documents:
  - 1. Concrete mix design for driveway and sidewalk replacement.
  - 2. Asphalt mix designs for overlay and overbuild replacement.
  - 3. Miscellaneous utility adjustment materials.
  - 4. Maintenance of traffic plans.
  - 5. Proposed schedule of work.
  - 6. Test reports.
  - 7. Preconstruction video.

#### 1.05 SCHEDULE OF SUBMITTALS

- A. Submit copies of Preliminary Schedule of Submittals prior to the Preconstruction Conference.

- B. Within 10 days after Preconstruction Conference, submit the revised copies of Schedule of Submittals.

#### 1.06 PROGRESS SCHEDULES

Submit progress schedules in accordance with Contract documents.

#### 1.07 SHOP DRAWINGS

- A. Present in a clear and thorough manner. Title each drawing with Project name and number. Transmittal letter shall reference item as listed on Submittal Schedule.
- B. Identify each element of drawings by reference to sheet number and specification section of Contract Documents.
- C. Identify field dimensions; show relation to adjacent or critical features or Work or products.

#### 1.08 PRODUCT DATA

- A. Submit only pages that are pertinent. Mark or highlight each copy of standard printed data to identify pertinent products. Show reference standards, performance characteristics, and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.

#### 1.09 TEST REPORTS

Submit test reports as specified in Section 01430 – Materials Testing

#### 1.10 REQUESTS

If there are any questions about interpretations of plans, specifications or Contract Documents, the Contractor may submit a written request for information or a request for clarification to the Engineer.

#### 1.11 RESUBMITTAL

- A. Make resubmittals under procedures specified for initial submittals; identify changes made since previous submittal.
- B. Identify resubmittal as a resubmittal and reference previous submittal.
- C. Identify changes made since previous submittal.

## 1.12 DISTRIBUTION

- A. Distribute reproductions of shop drawings, copies of product data, samples, substitutions, and other submittals which bear Engineer's review stamp, to job site file, Record Documents file, subcontractors, suppliers, and other entities requiring information.
- B. Instruct recipients to promptly report any inability to comply with provisions.

## **PART 2 - PRODUCTS (not used)**

## **PART 3 - EXECUTION (not used)**

**END OF SECTION**

## **SECTION 01410**

### **REGULATORY REQUIREMENTS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

Requirements and procedures for obtaining permits and complying with permits.

##### **1.02 PERMITS**

- A. Contractor will obtain City, State and Federal permits not obtained by City, including but not limited to building permits, South Florida Water Management District dewatering permits, right-of-way permits, burning permits, tree removal permits, excavation permits, demolition permits and Florida Dept. of Environmental Protection NPDES Stormwater Pollution Prevention Plan.
- B. The Contractor must file a minimum of 48 hours prior to start of construction a Notice of Intent with the DEP.
- C. Contractor shall schedule and document all inspections and re-inspections (if needed) required by permitting agencies.
- D. City will obtain the DEP and City utilities and engineering approvals.
- E. Documents:
  - 1. City will furnish signed and sealed sets of Contract Documents for permit applications.
  - 2. City will furnish copies of permits obtained by City and required to be posted on the job site. Copies of permits will be forwarded to Contractor prior to start of construction.
  - 3. Contractor shall furnish copies of permits obtained by the Contractor. Forward copies of permits to the City prior to commencement of work requiring permits.

##### **1.03 CODES AND ORDINANCES**

- A. Codes applicable to this project include, but are not necessarily limited to, the following:
  - 1. Standard building codes as applicable.

2. Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
  3. Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
  4. Accessibility Requirements Manual, Department of Community Affairs, Florida Board of Building Codes and Standards.
  5. The Americans with Disabilities Act (ADA) 1990 36 CFR Part 1191 Architectural and Transportation Barriers Compliance Requirements.
  6. NFPA 101 Life Safety Code, Latest Edition.
  7. Standard Fire Prevention Code, Latest Edition.
  8. State Fire Marshal's Uniform Fire Safety Rules.
- B. All materials and workmanship shall confirm to local city or county ordinances.
- C. If there is a conflict in regulations, codes, or regulations and codes, the more stringent requirements shall govern.

## **PART 2 - PRODUCTS (not used)**

## **PART 3 - EXECUTION**

### **3.01 VERIFICATION AND CONFORMANCE**

- A. Conform to all requirements of all permits.

**END OF SECTION**

## **SECTION 01420**

### **REFERENCE STANDARDS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

Description of reference standards and requirements relative to reference standards.

##### **1.02 QUALITY CONTROL**

For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

##### **1.03 REFERENCE PUBLICATIONS**

- A. The date of reference publications shall be the latest in effect at the time of the award of Contract.
- B. Reporting and resolving discrepancies relative to reference publications shall be as specified in the General Conditions and Division 1 of the specifications.
- C. Document precedence shall be as specified in the General Conditions.

##### **1.04 SCHEDULE OF STANDARDS ORGANIZATIONS**

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturer's Association
AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AFBMA	Anti-Friction Bearing Manufacturer's Association, Inc.
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturer's Association

AHDGA	American Hot Dip Galvanizers Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
APHA	American Public Health Association
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	Acoustical Society of America
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASMM	Architectural Sheet Metal Manual
ASTM	American Society for Testing and Materials
AWPA	American Wood-Preservers' Association
AWPI	American Wood Preservers Institute
AWWA	American Water Works Association

AWS	American Welding Society
BHMA	Builders Hardware Manufacturer's Association
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
DEP	Florida Department of Environmental Protection
DIPRA	Ductile Iron Pipe Research Association
EIA	Electronic Industries Association
EJCDC	Engineers' Joint Contract Documents Committee
EPA	Environmental Protection Agency
ETL	Electrical Test Laboratories
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FS	Federal Specification General Services Administration Specification and Consumer Information Distribution Section (WFSIS)
HI	Hydraulic Institute
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IMIAC	International Masonry Industry All-Weather Council
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization
MBMA	Metal Building Manufacturer's Association
MTI	Marine Testing Institute
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers



NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
NRCA	National Roofing Contractor's Association
OSHA	Occupational Safety and Health Administration, Federal Department of Labor
PCA	Portland Cement Association
SBC	Standard Building Code
SDI	Steel Door Institute
SJI	Steel Joist Institute
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Steel Structures Painting Council
UL	Underwriter's Laboratories, Inc.
WEF	Water Environment Federation

## **PART 2 - PRODUCTS (not used)**

## **PART 3 - EXECUTION (not used)**

**END OF SECTION**

**SECTION 01430**  
**MATERIALS TESTING**

**PART 1 - GENERAL**

1.01 SECTION INCLUDES

Requirements and procedures for testing laboratory services.

1.02 REFERENCES

- A. General: as specified in Section 01420 - Reference Standards.
- B. ANSI/ASTM Standards
  - 1. ANSI/ASTM D3740 Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
  - 2. ANSI/ASTM E329 Practice for Inspection and Testing Agencies for Concrete, Steel, Bituminous Materials as Used in Construction

1.03 SELECTION AND PAYMENT

- A. The Contractor shall employ services of one or more independent testing laboratories to perform specified inspection and testing.
- B. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.04 QUALITY ASSURANCE

- A. Standards: Comply with requirements of ANSI/ASTM E329 and ANSI/ASTM D3740.
- B. Laboratory: Authorized to operate in State in which Project is located.
- C. Laboratory Staff: Maintain a full time Registered Professional Engineer on staff to review services.
- D. Testing Equipment: Calibrated at reasonable intervals with devices of accuracy traceable to either National Bureau of Standards (NBS) Standards or accepted values of natural physical constants.

#### 1.05 LABORATORY RESPONSIBILITIES

- A. Test samples submitted by Contractor.
- B. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
- C. Perform specified inspection, sampling, and testing of Products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or Products.
- F. Perform additional inspections and tests required by Engineer.
- G. Attend preconstruction conferences and progress meetings as appropriate.

#### 1.06 LABORATORY REPORTS

- A. After each inspection and test, the laboratory shall promptly submit three (3) copies of laboratory report to Engineer, Contractor, and County.
- B. Report shall include:
  - 1. Date issued,
  - 2. Project title and number,
  - 3. Name of inspector or technician,
  - 4. Date and time of sampling or inspection,
  - 5. Identification of product and Specifications section,
  - 6. Location in the Project,
  - 7. Type of inspection or test,
  - 8. Date of test,
  - 9. Results of tests,
  - 10. Conformance with Contract Documents.
- C. When requested by Engineer, provide interpretation of test results.

## 1.08 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the Work.
- C. Laboratory may not assume any duties of Contractor.
- D. Laboratory has no authority to stop the Work.

## 1.09 CONTRACTOR RESPONSIBILITIES

- A. Deliver to laboratory, at designated location, adequate samples of proposed materials that require testing, along with proposed design data as required.
- B. Cooperate with laboratory personnel and provide access to the Work.
- C. Provide incidental labor and facilities to provide access to Work to be tested, to obtain and handle samples at the site or at source of Products to be tested, to facilitate tests and inspections, storage and curing of test samples.
- D. Notify Engineer and laboratory 24 hours prior to expected time for operations requiring inspection and testing services.
- E. Payment for testing and laboratory services.

## 1.10 SCHEDULE OF INSPECTIONS AND TESTS

### A. Pathway Construction (Complete Reconstruction)

- |                   |  |                      |
|-------------------|--|----------------------|
| 1. Subgrade       | 1 Test Every 1000 LF and 1<br>Per Driveway | LBR 40               |
| 2. Lime Rock Base | 1 Test Every 500 LF and 1<br>Per Driveway  | 98% Modified Proctor |
| 3. Asphalt Cores  | 1 Core Every 500 LF                        | 1 Core for Thickness |

### B. Pathway Construction (Mill & Overlay and Overlay)

- |                  |                     |                     |
|------------------|---------------------|---------------------|
| 1. Asphalt Cores | 1 Core Every 500 LF | 1 Cor for Thickness |
|------------------|---------------------|---------------------|

C. Concrete Construction

1. Concrete

1 Set of 3 Concrete  
Compressive Strength Test for  
Each Days Concrete Placement

**PART 2 - PRODUCTS (not used)**

**PART 3 - EXECUTION (not used)**

**END OF SECTION**

## **SECTION 01470**

### **COLOR AUDIO-VIDEO PRECONSTRUCTION RECORD**

#### **PART 1 - GENERAL**

##### **1.01 SCOPE**

Prior to commencing work, the Contractor shall take a continuous color audio-video digital recording of Project site to serve as a record of pre-construction conditions. This video shall be taken in phases and supplemented with still photographs.

##### **1.02 APPROVAL**

No construction shall begin prior to review and approval by Engineer of the recording covering construction area. The Engineer shall have authority to reject all or any portion of the recording not conforming to specifications and order that it be done again at no additional charge. The Contractor shall reschedule unacceptable coverage within five days after being notified. The Engineer shall designate those areas, if any, to be omitted from or added to the audio-video coverage. Recordings shall not be made more than 60 days prior to construction in any area. All digital and written records shall become property of the City. Prior to video recording, there will be a meeting between Engineer, Contractor and electrographer.

##### **1.03 PROFESSIONAL ELECTROGRAPHERS**

Engage the services of a professional electrographer. The color audio-video recording shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of preconstruction color audio-video documentation. The electrographer shall furnish to Engineer a list of names and addresses of two references that electrographer has performed color audio-video recording for projects of a similar nature.

#### **PART 2 - PRODUCTS**

##### **2.01 AUDIO-VIDEO RECORDING**

Audio-video recording shall be submitted electronically to the City and Engineer.

##### **2.02 EQUIPMENT**

- A. Furnish all equipment, accessories, materials, and labor to perform this service. The total audio-video system shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of imperfection. The audio portion of the recording shall reproduce the

commentary of the camera operator with proper volume, clarity and be free from distortion and interruptions.

- B. The color video camera used in the recording system shall have a horizontal resolution of 300 lines at center, a luminance signal to noise ratio of 45 dB and a minimum illumination requirement of 25 foot-candles.

## **PART 3 - EXECUTION**

### **3.01 SCHEDULING**

No recording shall be done during precipitation, mist, or fog. Recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording and to produce bright, sharp video recordings of those subjects.

### **3.02 RECORDED INFORMATION – AUDIO**

Each recording shall begin with current date, project name and Owner and followed by general location, i.e., viewing side and direction of progress. Audio track shall consist of an original live recording. Recording shall contain the narrative commentary of electrographer, recorded simultaneously with his fixed elevation video record of the zone of influence of construction.

### **3.03 RECORDED INFORMATION - VIDEO**

All video recordings must, by electronic means, display continuously and simultaneously generated with the actual taping transparent digital information to include the date and time of recording, and station numbers as shown on the Drawings. Date information shall contain the month, day, and year. Time information shall contain the hour, minutes, and seconds. Additional information shall be displayed periodically. Such information shall include but not be limited to project name, contract number, name of street or structure, direction of travel and view. This transparent information shall appear on the extreme upper left hand third of the screen.

### **3.04 AREA OF COVERAGE**

- A. Recorded coverage shall include all surface features located within the zone of construction supported by appropriate audio coverage. Such coverage shall include special attention to existing driveways, sidewalks, curbs, pavements, structures, exposed piping, electrical and control devices, landscaping, culverts, fences, signs, and headwalls within the area covered.
- B. When a conventional wheeled vehicle is appropriate for use, distance from the camera lens to the ground shall not be less than twelve feet. Rate of speed in the general direction of travel of the vehicle used during recording shall not exceed 15 feet per minute. Panning, zoom-in and zoom-out rates shall be sufficiently

controlled to maintain a clear view of the object. Tape coverage may be required in areas not accessible by vehicles. Such coverage shall be obtained by walking or special conveyance approved by the Engineer.

**END OF SECTION**



**SECTION 01510**  
**TEMPORARY UTILITIES**

**PART 1 - GENERAL**

1.01 SECTION INCLUDES

Requirements for temporary utilities.

1.02 TEMPORARY SERVICES

- A. Each temporary service shall meet the requirements of the utility having authority over the temporary service. Provide metering and isolation to meet requirements of utility authority over temporary service.
- B. Obtain permission of utility having authority over temporary service prior to connecting temporary service.
- C. Remove temporary services after temporary services are no longer needed for construction operations, site security, field offices, or testing. Restore to pre-construction condition.

1.03 APPLICATION AND PAYMENT FOR TEMPORARY SERVICES

- A. Make applications and arrangements and pay all fees and charges for temporary electrical, potable water, non-potable water, sanitary and telephone services.
- B. Provide and pay for temporary generators, pumps, wiring, switches, piping, connections, meters, and appurtenances for temporary utilities.
- C. The following permanent utility services and services relative to temporary utilities shall be provided by the Owner.
  - 1. Electricity for facilities that are occupied and operated by the Owner.
  - 2. Potable water for facilities that are occupied and operated by the Owner.
  - 3. Telephone service for facilities that are occupied and operated by the Owner.

1.04 ELECTRICITY, LIGHTING

- A. For facilities connected to permanent electrical services, the Contractor shall pay the Owner by deductive cost Change Order for all electrical power used in new facilities until facility is accepted, occupied, and operated by the Owner.
- B. Provide temporary electrical service, or services, for the following:

1. Power tools for construction operations.
  2. Construction lighting.
  3. Security lighting.
  4. Field offices and sheds.
  5. Testing specified in individual Sections.
- C. Provide construction lighting as required for the following:
1. Prosecution of Work.
  2. Observation of Work by Engineer, Owner, and regulatory authorities.
  3. Access to facilities occupied by Owner within project site.
- D. Wiring for Temporary Electrical Services
1. Properly install and maintain wiring for temporary lighting and power.
  2. Provide separate circuits for temporary lighting and for temporary power.
  3. Provide branch wiring and distribution boxes located to allow service and lighting by means of construction-type power cords.
  4. Securely fasten wiring and electrical devices.
  5. Temporary lighting and power facilities shall meet the requirements of OSHA Safety and Health Standards for Construction.

## 1.05 WATER

- A. Provide temporary water services for the following:
1. Potable water or non-potable water for construction operations.
  2. Potable water for consumption by Contractor's and subcontractors' personnel.
  3. Potable water for field offices.
  4. Potable water or non-potable water for fire protection on the construction site.
- B. Piping for Temporary Water Services
1. Provide pipe, fittings, valves, and hydrants for temporary water service, or services.
  2. Provide temporary pumps, storage tanks, and controls if available water volume, pressure, or volume and pressure are not sufficient for construction operations.

3. Extend branch piping with outlets located so that water is available by use of hoses.
4. Securely anchor and support temporary water piping.
5. Provide warning signs at each temporary non-potable water outlet.

#### 1.06 SANITARY FACILITIES

- A. Provide sanitary facilities (fixed toilets or portable chemical toilets) for Contractor's and subcontractor personnel.
- B. Sanitary Facilities for Contractor's and Subcontractor Personnel shall meet the requirements of OSHA Safety and Health Standards for Construction.
- C. Seclude sanitary facilities from public observation as follows:
  1. Locate sanitary facilities so that sanitary facilities cannot be observed by public, or
  2. Provide screening around sanitary facilities so that public cannot observe sanitary facilities.
- D. Maintain sanitary facilities so that sanitary facilities are clean and dry at all times.
- E. Enforce use of sanitary facilities. Do not commit nuisances on the project site.

#### 1.07 HEAT, VENTILATION, AND AIR CONDITIONING

- A. Provide temporary heat, ventilation, and air conditioning for the following:
  1. Construction operations.
  2. Protection, drying, and curing of materials and finishes.
  3. Field offices and sheds.
- B. Temporary heat and ventilation for construction operations shall meet the requirements of OSHA Safety and Health Standards for Construction.

#### 1.08 TELEPHONE SERVICE

- A. Provide temporary, land line telephone service for the following:
  1. Communications regarding construction operations.
  2. Emergency services.
  3. Field offices.

**PART 2 - PRODUCTS (not used)**

**PART 3 - EXECUTION (not used)**

**END OF SECTION**