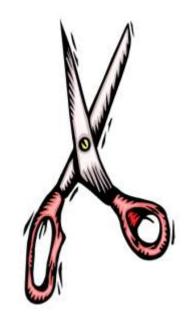
Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

SEALI	ED BID - <u>DO NOT OPEN</u>	
SEALED BID N	NO. :	
BID TITLE: <u>PINEDA CAUSEWAY WATER</u> TRANSMISSION MAINS, PROJECT NO. 30315		
DUE DATE/TIME: PRIOR TO 3:00 p.m. THURSDAY, June 10, 2021		
SUBMITTED E (Name of Company)	BY:	
DELIVER TO:	CITY OF MELBOURNE 3 <sup>rd</sup> FLOOR - ENGINEERING ATTN: LISA SOLINA 900 E. Strawbridge Avenue Melbourne, FL 32901	



# CITY OF MELBOURNE FLORIDA

### **BIDDING AND CONTRACT DOCUMENTS**

### AND CONSTRUCTION SPECIFICATIONS FOR

## PINEDA CAUSEWAY WATER TRANSMISSION MAINS

### **CITY OF MELBOURNE**



AND



**CITY PROJECT NO. 30315** 

**APRIL 2021** 

### PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

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- FDEP Notice of Acceptance of Use of a General Permit Permit Number 0124889-1073-DSGP
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- FDEP Environmental Resource Permit and Recommended Intent to Grant Sovereignty Submerged Lands Authorization – Permit Number 05-0360719-003-EI
- Unstamped Brevard County Permit Drawings

#### OTHER DOCUMENTS AVAILABLE FOR DOWNLOAD

- Interlocal Agreement between City of Cocoa and City of Melbourne
- AIS-Final Guidance 3-20-14

## **DIVISION "A"**

## **INVITATION TO BID**

#### **DIVISION "A"**

#### INVITATION TO BID

Bid Specifications and Plans will be distributed to Prequalified Bidders by the City of Melbourne, Florida, through the Engineering Department, **900 East Strawbridge Avenue, Melbourne, Florida, 32901**, on April 26, 2021. Sealed bid proposals will be accepted from pre-qualified bidders until **3:00 p.m.**, local time, <u>THURSDAY, JUNE 10, 2021</u>, at which time and place bids will be opened and publicly read for constructing **PINEDA CAUSEWAY WATER TRANSMISSION MAINS, PROJECT NO.30315** in the City of Melbourne, Florida.

The work consists of furnishing all material, labor, and equipment necessary for constructing **PINEDA CAUSEWAY WATER TRANSMISSION MAINS**. All work is to be done in accordance to the plans and specifications of Project No. **30315**.

#### ONLY bids submitted by Prequalified Contractors will be accepted.

A MANDATORY PRE-BID CONFERENCE will be held on <u>WEDNESDAY, MAY 12, 2021 at</u> <u>10:00 AM</u> in the City of Melbourne Fourth Floor Training Room located at 900 E. Strawbridge Avenue, Room # 418, Melbourne, Florida, 32901.

All questions about the meaning or intent of the Invitation to Bid shall be submitted in writing and directed to the City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, Attention: Lisa Solina, Engineering Department. Questions may also be sent via fax at (321) 608-7319 or e-mail at <u>lisa.solina@mlbfl.org</u>. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Bidders in submitting their bids.

Bids must be accompanied by a cashier's check or bid bond in an amount not less than five percent of the bid. Bid bonds shall be countersigned by an agent having an established place of business in the State of Florida. No bid may be withdrawn for a period of 55 days after scheduled closing time for receipt of bids. Bidders must include one original and one copy of their submitted bid.

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. Minority and female-owned businesses are encouraged to apply. The City of Melbourne is an equal opportunity employer.

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, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

An entity or an affiliate that has been placed on the Discriminatory Vendor List may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a building or public works; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not contract business with any public entity. By signing this bid, the Bidder certifies, to the best of its knowledge or belief, that the Bidder and its principles have not been placed on the discriminatory vendor list. Bidders on the discriminatory vendor list may not submit a bid.

The City of Melbourne, Florida, reserves the right to reject any and all bids, and to waive technicalities and informalities.

END OF SECTION

## **DIVISION "B"**

# INSTRUCTIONS TO BIDDERS

#### INSTRUCTIONS TO BIDDERS

#### 1. <u>Bids</u>:

1.1 Sealed bids will be received by the City of Melbourne, Florida, through the Engineering Department, 900 East Strawbridge Avenue, Melbourne, Florida, 32901, in accordance with the advertisement as posted in the *Florida Today* newspaper and/or at www.demandstar.com and will be publicly opened and read aloud for furnishing all labor, material, equipment and incidentals for this project.

1.2 Bids shall be in ink or typewritten and submitted in duplicate on the form provided for that purpose and shall be enclosed in a sealed envelope clearly marked **"Bid for PINEDA CAUSEWAY WATER TRANSMISSION MAINS PROJECT, to be opened at 3:00 p.m., local time, Thursday, June 10, 2021**" so as to guard against opening prior to the time set therefor. The bidder shall be responsible for placing his firm name on the outside of such bid envelope.

1.3 Bids which are incomplete, unbalanced, conditional, or which contain additions not called for, alterations or irregularities of any kind, or which do not comply with the Contract Documents may be rejected at the option of the City.

1.4 Each bid shall be signed on behalf of the individual, partnership or corporation making the proposal, by the person or persons legally authorized to sign this document and thereby bind the maker in full responsibility therefor. The address of the individual, partnership, or corporation shall be appended and, upon demand, the names and addresses of all members of a partnership or the corporate officers of a corporation thus bound shall be made known.

1.5 No bid may be withdrawn, modified, or cancelled by any bidder for a period of fifty-five (55) days after the date of opening bids.

1.6 Within five (5) business days of the bid opening, the Bidder shall submit a list of names of the Subcontractors and major material and equipment suppliers proposed for the principal portions of the work.

1.7 Prior to award of Contract, City will notify the Bidder in writing of an objection to any person or entity listed. Upon such reasonable objection, the Bidder shall propose an acceptable substitute person or entity in accordance with the section of the General Conditions relating to Subcontracting.

2. <u>Notice to Bidders</u>: Bidders are notified that they must thoroughly examine the Contract Documents, which may include, but are not limited to, the Plans, Drawings, Specifications, Invitation to Bid, Instructions to Bidders, Bid Form, Construction Agreement, Bonds, General Conditions Federal and State Specifications (if applicable), Special Conditions, Technical Specifications and all addenda now or hereafter issued.

3. <u>Interpretations</u>: No oral interpretations will be made to any bidder as to the meaning of the Specifications or any other Contract Documents. Every request for such an interpretation shall be made in writing and addressed and delivered to the City Engineer eight (8) or more working days before the date fixed for opening of bids. Every interpretation made to a bidder will be in the form of an addendum to the Contract Documents which, if issued, will be sent as promptly as is practical to all persons to whom the Specifications have been issued. All such addenda shall become part of the Contract Documents.

4. <u>Bid Bond</u>: Bid(s) must be accompanied by a certified check or bid bond in an amount not less than five percent (5%) of the bid.

5. <u>Owner</u>:

5.1 This project is owned by the City of Melbourne, Florida, with whom the Contract will be made, otherwise referred to as the City.

5.2 Bids may be hand-delivered to the City of Melbourne Engineering Department located at 900 East Strawbridge Avenue, Melbourne, Florida 32901 or mailed to the City of Melbourne, Attention: Engineering Department, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

5.3 Subsequent communications between the Bidder and the City shall be mailed to the City Engineer, City of Melbourne, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

6. <u>Engineer</u>: The City Engineer of the City of Melbourne, Florida, is appointed as Engineer on the project. Where the term "Engineer" is used in these Contract Documents, it refers to this Engineer or his authorized representatives. City's Consultant: The engineer or architect who is employed by the City to provide the design and construction contract administrative services and who is the Engineer of Record or Architect of Record.

7. <u>Ability to Perform Work</u>: Any bidder may be required, before the award of any contract, to show to the complete satisfaction of the City that he has the necessary facilities, ability and financial resources to perform the work in a satisfactory manner within the time specified; that he has had experience in construction work of the same or similar nature; and that he has a past history and references which will serve to satisfy the City beyond any doubt as to his qualifications for doing the work. The City has the right to disqualify any bidder that does not meet any or all qualifications necessary as determined by the City.

8. <u>Special Notice</u>: Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed, and the Contractor must employ, so far as possible, such methods and means in carrying out his work as will not cause any interruption or interference with any other construction the City has underway.

9. <u>Labor Regulations</u>: Each Contractor and Subcontractor shall comply fully with all applicable Federal, State and local laws and regulations concerning labor, work hours and labor conditions and with wage rates as established for this work by the Labor Standard Contract Documents and the United States Department of Labor's Wage Rate Determination, if applicable.

#### 10. <u>Check or Bid Bond</u>:

10.1 Cashier's checks or bid bonds and the monies payable thereon will, at the option of the City, be paid into the funds of the City if the bidder fails to execute the written Contract and furnish the required surety bond within fifteen (15) consecutive calendar days following written notice of the award of the Contract, as liquidated damages therefor.

10.2 Attorneys-in-fact who sign bid or contract bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

11. <u>Liquidated Damages</u>: Should the bidder, as Contractor for the work, become liable to assessment of liquidated damages for reasons set forth in Paragraph 15 of General Conditions Division "E" of these Contract Documents, the Contractor and his sureties shall pay to the City the sum of \$3,500.00 for each calendar day for which such liquidated damages are assessed.

12. <u>Precedence Over Conflict in Documents</u>: In the event of a conflict between the Technical Specifications and the Plans, the technical specifications shall prevail. The Special Conditions shall prevail over the Technical Specifications.

13. <u>Visit to Site</u>: Each bidder shall visit the site of the proposed work and fully acquaint himself with conditions relating to construction and labor so that he may fully understand facilities, difficulties and restrictions attending the execution of work under the Contract. Bidder shall thoroughly examine and be familiar with the Contract Documents. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

13.1 All subsurface data shown on the plans, such as ground water elevations, soil conditions, underground structure locations such as sewer lines, waterlines, telephone cables and conduit, electric cables, etc., are shown on plans for the Contractor's general information only, and such information shown is not warranted or guaranteed by the Engineer, Consultant or City of Melbourne or City of Cocoa. Contractor shall exercise best practices in the industry to address subsurface conditions that differ from the plans and/or are unexpected. Contractor shall notify and consult with the Engineer, Consultant and City of Melbourne immediately upon discovery of subsurface conditions that differ from the plans and/or are unexpected. Contractor shall obtain utility locates prior to commencement of work.

14. <u>Quantities</u>: Quantities shown in the Bid Form are estimated only. Should the quantities of any of the items of the work vary from those shown on the Bid Form, the Contractor proposes to do the actual work at the unit bid prices. The Contractor understands that payment will be made on actual quantities accepted, at the unit bid prices, and will make no claim for anticipated profits for any decrease in quantities.

#### 15. <u>Award of Contract</u>:

15.1 It is the intent of the City to award a contract to the lowest responsive and responsible Bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. The City shall have the right to waive any informality or irregularity in any bid or bids received and to accept the bid or bids which, in his judgment, is in his own best interests.

15.2 The City shall have the right to accept alternates in any order or combination, unless otherwise specifically provided, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the base bid and the alternates accepted.

15.3 Notwithstanding the foregoing, in the event that Federal or State Funds are used in whole or in part to pay for the work or services to be performed under this Contract, applicable Federal or State grant/funding laws and regulations, or other applicable federal and state laws and regulations, shall be followed and prevail over any contrary provisions of the Local Government Prompt Payment Act or this section 32.0 of the General Conditions. Additionally, the City's obligation to proceed with this Contract and to make payments hereunder, is specifically conditioned upon receipt of any Federal or State Funds and/or Federal or State approvals anticipated for the subject project. If such Federal or State Funds and/or Federal or State approvals are not received, the City may terminate the Contract, whereupon the City and Contractor shall be released from any and all obligations under the contract.

16. <u>Contract Security and Insurance</u>: Upon execution of a Contract for work covered by this project, the Contractor shall furnish a surety bond in an amount not less than 100 percent of the contract price as set forth in the General Conditions of the Contract Documents. Surety bonds will be required on all awarded bids \$25,000.00 or greater.

16.1 Bonds shall be executed by surety authorized to do business in the State of Florida and have an A. M. Best rating of no less than A:VII.

16.2 Bonds executed by an attorney-in-fact on behalf of the surety shall have affixed thereto a certified and current copy of power of attorney indicating the monetary limit of such power.

16.3 The Contractor shall furnish the City of Melbourne and the City of Cocoa with proof of carriage of insurance as stipulated under the General Conditions of the

Contract Documents. The Contractor will maintain Contractor's All-Risk Insurance on a 100 percent completed value basis on the insurable portion of the project.

17. <u>Execution of Contract</u>: The Bidder to whom a Contract is awarded will be required to execute in five (5) counterparts the prescribed Contract and Performance and Payment Bonds, if applicable, within fifteen (15) days from the date of Notice of Award, and deliver the executed Contract to the City along with the Certificate of Insurance and Employment Plan, if applicable, as prescribed by the General Conditions or the Contract is subject to forfeiture.

18. <u>Employment Plans</u>: In accordance with the City of Melbourne Code pertaining to Hometown Labor Law, any bidder awarded a contract of \$100,000.00 or greater shall be required to comply with the specification of such ordinance as set forth in the General Conditions.

19. <u>Payments</u>: Payment for all work or equipment will be made by the City in accordance with the terms set out in the Contract. Estimates will be made by the Contractor and checked by the City's Consultant.

20. <u>Certifications</u>: Before any payments, either partial or final, may be made to the Contractor for work performed, written certification must be filed with the City by the Contractor that the items for which requisition for payment is made have not been paid and that there are no vendors', mechanics' or other liens or right to liens or conditional sale contracts which should be satisfied or discharged before such payment is made.

21. <u>Plans and Specifications Furnished</u>: The Contractor will be furnished three sets of Plans by the City for use in construction. Additional sets may be had by the Contractor on request at the cost of reproduction and distribution.

22. <u>Laws and Regulations</u>: The bidders' attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

23. Omitted.

24. <u>Reporting Requirements</u>: The contractor shall comply with the reporting requirements associated with this project as identified in the Contract Documents.

25. <u>Access to Records:</u> All records must be retained for five (5) years after Contract completion, with respect to all matters covered by this project shall be made available at any time for audit and inspection by the City. If any work is subcontracted, the City shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. 26. The employment of undocumented workers by any vendor is considered a violation of Section 274A of the Immigration and Nationality Act. If the vendor knowingly employs undocumented workers, such violation shall be cause for unilateral cancellation of this Agreement.

27. To be eligible to bid, enter into <u>or renew</u> a contract with the City, the Contractor must submit with its bid an executed copy of the Certification Regarding Scrutinized Companies List included in the Contract Documents and in accordance with General Condition 63.0.

# **DIVISION "C"**

**BID FORM** 

-

This is a bid of:

Ph: Email: (Contractor/Address/Phone Number/Email)

DIVISION "C"

#### **BID FORM**

(Sealed Bids in Duplicate)

TO: Honorable Mayor and City Council

Pursuant to and in compliance with your Invitation to Bid under the bid letting date to of <u>April 26, 2021</u> the Instructions to Pre-Qualified Bidders and other documents related thereto, the undersigned hereby proposes to furnish all material, labor and equipment necessary for constructing **PINEDA CAUSEWAY WATER TRANSMISSION MAINS**, Melbourne, Florida, as required by and in strict accordance with the contract documents, schedules, drawings, and all addenda, if any, issued prior to the date of this proposal at the prices listed herein on attached sheet C2-C3. The cost of all other items not shown on sheet C2-C3 are incidental and should be included in the cost of listed items.

The bidder declares that he understands that the quantities shown on sheet C2-C3 are estimates only, and are subject to either increase or decrease; and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices set herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities installed at the unit bid prices, and will make no claim for anticipated profits for any decrease in the quantities.

Definition: Allowance: Not to exceed amount reimbursed to the Contract. Appropriate documentation must accompany all pay estimates when applying for reimbursement.

The undersigned agrees to start work within ten (10) calendar days after written notice to proceed and to fully complete the project within five hundred twenty (520) consecutive calendar days.

If written notice of award of this bid is mailed, telegraphed, or delivered to the undersigned within fifty-five (55) days after date of opening of bids, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute and deliver a contract in the form attached as required by these documents, in accordance with the bid as accepted, all within fifteen (15) days after the prescribed forms are presented to him for signature.

### City of Melbourne/City of Cocoa Pineda Causeway Water Transmission Mains Design Bid Proposal January - 2021

ltem No.	Description	Qty	Unit	Unit Price	Cost
	Gen	eral			
	Mobilization, Bonds, Insurance, General Conditions				
1	(8% Max)	1	LS		
2	Maintenance of Traffic	1	LS		
3	Wetland Restoration	1	LS		
4	Tree Removal and Replacement	1	LS		
5	Demobilization and As-Built Drawings	1	LS		
			Sub	ototal General	\$
	South	WTM			
6	F&I 42" Steel Casing (Surface Casing for HDD)	1,450	LF		
7	F&I 16"Fusible PVC - DR 14 (HDD Construction)	16,000	LF		
8	F&I 16" C-900 PVC (Open Trench Construction)	4,200	LF		
9	F&I 30" Steel Casing (J&B)	350	LF		
10	F&I 16" C-900 PVC (J&B)	350	LF		
11	F&I 16" Compact DI Fittings	28,000	LB		
12	F&I 16" Gate Valve with Box	10	EA		
	F&I 2" Combination Air/Vacuum Release Valve		EA		
13	Assembly	4			
14	F&I 3" Combination Air/Vacuum Release Valve Assembly	6	EA		
15	F&I 4" Combination Air/Vacuum Release Valve Assembly	3	EA		
16	F&I Connections to Existing Melbourne Water System	1	LS		
17	Tree Clearing and Grubbing	1	LS		
18	Unsuitable Material Excavation	200	CY		
19	Rock Excavation	50	CY		
20	Select Backfill	200	CY		
			Subtotal	South Pipeline	\$

CITY OF MELBOURNE PINEDA CAUSEWAY WATER TRANSMISSION MAINS PROJECT NO 30315

PROJECT NO. 30315					
	North	h WTM			
22	F&I 42" Steel Casing (Surface Casing for HDD)	1,200	LF	「 <u> </u>	
23	F&I 16" Fusible PVC - DR 14 (HDD Construction)	13,000	LF	· · · · · · · · · · · · · · · · · · ·	
24	F&I 16" C-900 PVC (Open Trench Construction)	5,600	LF	!	
25	F&I 30" Steel Casing (J&B)	800	LF	<u>ا</u>	
ltem No.	DESCRIPTION	QTY	UNIT	UNIT PRICE	COST
26	F&I 16" C-900 PVC (J&B)	650	LF	[!	
27	F&I 16" DI (RR J&B)	150	LF	[!	
28	F&I 16" Compact DI Fittings	27,000	LB	<u>ا</u>	「
29	F&I 16" Gate Valve with Box	15	EA	<u>ا</u>	
30	F&I 2" Combination Air/Vacuum Release Valve Assembly	6	EA		
31	F&I 3" Combination Air/Vacuum Release Valve Assembly	8	EA		
32	F&I 4" Combination Air/Vacuum Release Valve Assembly	1	EA		
33	F&I 6" Combination Air/Vacuum Release Valve Assembly	1	EA		
34	F&I Connections to Existing Cocoa Water System	1	LS	<u> </u>	
35	Tree Clearing and Grubbing	1	LS	!	
36	Unsuitable Material Excavation	200	CY	!	
37	Rock Excavation	50	CY		
38	Select Backfill	200	CY	!	
			Subtotal	North Pipeline	\$
	Combined Total Base				
					\$
	North WTM DI Alteri	native (Additiv	e Cost)		-
	16" DI Potable WM: Ductile Iron (Open Trench	5 600			
39	Construction)	5,600	LF	<u> </u>	
	Total	Base Bid Plus A	Alternative	Additive Cost	\$

Like items listed under "North WTM" and "South WTM" shall have the same Unit Price

Pay Items Notes:

1. Items not specifically listed shall be included in the base bid for completion of this project.

2. Quantities for the above-listed items are estimated for bidding purposes.

3. Payments will be made based upon installed, measured quantities.

4. No separate payment will be made for incidental work. The cost shall be included in the bid price for the above-listed items.

5.Like items listed under "North WTM" and "South WTM" shall have the same Unit Price

Notice of award should be mailed or delivered to the undersigned at the following address:

Acknowledgment is hereby made of receipt of following addenda, if any:

No.\_\_\_Dated\_\_\_\_\_

No.\_\_\_\_Dated\_\_\_\_\_

No.\_\_\_Dated\_\_\_\_\_

Company Name (SEAL)
Address
City, State and Zip
By:
Printed Name and Title
License Number
Data Universal Number System (DUNS) number

#### DRUG-FREE WORKPLACE FORM

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

\_\_ does:

(Name of Business)

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

#### FLORIDA TRENCH SAFETY ACT COMPLIANCE Trench Excavation Safety System and Shoring CERTIFICATION

All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to these standards.

By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above-mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

Summary of Costs:				
Trench Safety	Units	Quantity	Unit Cost	Extend Cost
Measure				
Α.				
В.				
Signature:				
Date:				
STATE OF				
COUNTY OF				
Ву:		Print Nam	ie:	
Title:				
Sworn to and subscri	bed before me, b	y () physical pres	ence or () onli	ne notarization, this
day of		, 20 S/He is	personally known t	o me or
has produced		as identificatio	n.	
		Notary Public		
My commission expire	es:	NOLALY FUDIC		

#### NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

) SS

COUNTY OF

that:

\_\_\_\_\_, being first dully sworn, deposes and says

- 1. He/She is \_\_\_\_\_\_of \_\_\_\_\_\_ \_\_\_\_\_the Bidder that has submitted the attached bid for "PINEDA CAUSEWAY WATER TRANSMISSION MAINS, Project No. 30315."
- 2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3. Such Bid is genuine and is not a collusive or sham Bid;
- 4. Neither the said Bidder nor any of its officers, partners, City's, agents, representatives, employees or parties of interest including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in .any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder or to fix any overhead, profit or cost element of the bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Melbourne or any person interested in the proposed Contract; and
- 5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, City's, employees, or parties in interest, including this affiant.

(Signed) Title)	
	Ву:
	Print Name:
	) physical presence or () online notarization, this S/He is personally known to me or has produced on.

My commission expires:

Notary Public

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS (PRIME CONTRACTOR)

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation- of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name	Contractor Signature
Title	Project Name
Firm	Project Number
Street Address	
City, State, Zip	
Date	
	Ву:
	Print Name:
	by () physical presence or () online notarization, this _, 20 S/He is personally known to me or has produced tification.

Notary Public

My commission expires:

#### **CERTIFICATION OF NON-SEGREGRATED FACILITIES**

Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that if will not permit its employees to perform their service at any location, under its control, where segregated facilities are maintained. Contractor agrees that a breach of this Certification is violation of the Equal Opportunity Clause of this contract.

As used in this Certification, the terms "segregated facilities" means any waiting rooms, work areas, restrooms, and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, age, national origin or physical or mental handicap, religion and sexual orientation because of habit, local custom otherwise.

Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed Subcontractors prior to award of subcontracts, that it will retain such certifications in its files.

(Contractor)

(Authorized Signature)

(Title)

(Date)

Ву:\_\_\_\_\_

Print Name:

Sworn to and subscribed before me, by (\_\_) physical presence or (\_\_\_) online notarization, this \_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_. S/He is personally known to me or has produced \_\_\_\_\_\_ as identification.

Notary Public

My commission expires:

#### CITY OF MELBOURNE CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Contractor Name:			
Contractor FEIN:			
Contractor's Authorized Representat	ive Name and Title:		
Address:			
City:	State:	Zip:	
Phone Number:			
Email Address:			

Section 287.135, Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are: (i) on either the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes; or (ii) engaged in business operations in Cuba or Syria as defined in Section 287.135 Florida Statutes, unless such prohibition is precluded or modified by any preemptory or controlling federal law or binding precedential case law.

As the person authorized to sign on behalf of Contractor, I hereby certify that the company identified above in the section entitled "Contractor" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I also herby certify to and confirm all related certifications set forth in General Condition 63 of the Contract Documents. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

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

Who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: \_\_\_\_\_\_

Date:

#### CONTRACTOR'S COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS (§448.095, Fla. Stat. – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of Melbourne to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the contractor must maintain certain required employment compliance records of subcontractors for the duration of the contract with the City of Melbourne.

Contractor Name: Project Number:

Contractor E-Verify Registration Number:

The undersigned, on behalf of the contractor referenced above, after first being duly sworn, states as follows:

- 1. That said contractor understands that the contractor must comply with §448.095, Florida Statutes.
- 2. That the contractor uses the E-Verify system to verify the work eligibility status of employees.
- 3. That the contractor has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of Melbourne.
- 4. That the contractor will maintain affidavits of subcontractors engaged to perform work on any and all contracts with the City of Melbourne.
- 5. That said contractor further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of Melbourne, subjecting the contractor to liability for additional costs incurred by the City of Melbourne as a result of the termination of the contract.

FURTHER AFFIANT SAYETH NOT.

By:

Print Name:\_\_\_\_\_

Sworn to and subscribed before me, by (\_\_) physical presence or (\_\_\_) online notarization, this \_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_. S/He is personally known to me or has produced as identification.

Notary Public

My commission expires:

FOR CITY USE ONLY: Contract: Date of receipt:

#### **BIDDER'S CHECK LIST**

#### TO THE BIDDER:

The following checklist is provided for the convenience of both you and the City to help eliminate errors and omissions which may render your bid non-responsive. *Please check all appropriate boxes* and submit this page with your bid.

1.	BID Sig	ned by Bidder			
2.	BID BONI En	D closed			
3.	En	REE WORKPLACE FORM closed ned by Bidder			
4.	En Sig	SAFETY AFFIDAVIT (if applicable) closed jned by Bidder tarized			
5.	En	OF REQUIRED LICENSE(S) closed <i>usiness Tax Receipt <u>does not</u> qualify as a license</i>			
6.	En Sig	ENDOR PREFERENCE AFFIDAVIT OF ELIGIBILIT closed jned by Bidder tarized	FY (Not Applicable) 		
<u>Additi</u>	onal Docur	nents:			
•	Non-Collu	sion Affidavit of Prime Bidder			
•	<ul> <li>Certification regarding debarment, suspension, and other responsibility</li> </ul>				
	matters primarily covered transactions (prime contractor)				
•	Certification of non-segregates facilities.				
•	Certification Regarding Scrutinized Companies List				
٠	E-Verify-Contractor's Compliance with Employment Eligibility Requirements				

Enclosed\_\_\_\_\_ Signed by Bidder \_\_\_\_\_ Notarized \_\_\_\_\_

#### TOTAL # OF PAGES IN BID SUBMITTAL \_\_\_\_\_

#### ATTACHMENTS TO BID

#### The following item(s) must be attached to the Bid Form:

- -Bid Security
- -Drug Free Workplace Form
- -Florida Trench Safety Affidavit
- -Copy of Bidder's License or Licenses
- -Non-Collusion Affidavit of Prime Bidder
- -Certification regarding debarment, suspension, and other responsibility
- matters primarily covered transactions (prime contractor)
- -Certification of non-segregates facilities.
- -Certification Regarding Scrutinized Companies List
- -E-Verify-Contractor's Compliance with Employment Eligibility Requirements

The City reserves the right, acting in its sole discretion, to waive immaterial bid irregularities, to accept or reject any and all bids, or to abandon the Project entirely.

# DIVISION "D" CONSTRUCTION AGREEMENT & COMBINATION PERFORMANCE AND PAYMENT BOND

**DIVISION "D"** 

#### CONSTRUCTION AGREEMENT PINEDA CAUSEWAY WATER TRANSMISSION MAINS

THIS AGREEMENT made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and

between,\_\_

herein called Contractor, and CITY OF MELBOURNE, herein called City,

#### WITNESSETH:

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

1. The contract sum, subject to adjustment as provided herein, is \$\_\_\_\_\_.

2. That the Contractor shall furnish all materials and equipment and perform all of the work in the manner and to the full extent set forth in the Plans, Drawings and Specifications prepared for the City of Melbourne, Florida, for this project, and all other Contract Documents relative thereto, including among others the following: Invitation to Bid, Instructions to Bidders, Bid Form, Construction Agreement, Combination Performance and Payment Contract Bond, General Conditions, Technical Specifications, Special Conditions, Federal and State Specifications (if applicable), and all addenda, if any, now or hereafter issued, all of which are made a part of this Agreement as completely as if set forth herein. The materials and the manner and extent of the work shall be to the satisfaction of the City or its duly authorized representative, who shall at all times have full opportunity to inspect the materials and the work to be done under this Agreement.

3. That the Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the City and shall fully complete all work hereunder within five hundred twenty (520) consecutive calendar days from and after said date.

4. Partial payments, final payment and the final retainage payment will be made by the City in accordance with the specifications set forth in General Condition 32 of the project specifications and the Florida Prompt Payment Act, unless Federal or State funding payment provisions differ, and are applicable, in which event the Federal or State funding payment provisions shall prevail.

5. Time is of the essence for this Contract and the work to be performed hereunder.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in four counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

WITNESS:	Firm	
	Address	
Printed Name		
Signature	By:	Seal)
Printed Name		0cal)
Signature	Title	
	CITY OF MELBOURNE, FLORIDA	
	City Manager	
Approved by City Attorney as to form:	ATTEST:	
		(Seal)
	City Clerk	,

#### CITY OF MELBOURNE PINEDA CAUSEWAY WATER TRANSMISSION MAINS PROJECT NO. 30315

#### COMBINATION PERFORMANCE AND PAYMENT BOND PINEDA CAUSEWAY WATER TRANSMISSION MAINS - PROJECT NO. 30315

BOND NO. \_\_\_\_\_

STATE OF FLORIDA COUNTY OF

ALL MEN BY THESE PRESENTS: That we,

\_\_\_\_\_, as Principal (hereinafter called "Contractor") and \_\_\_\_\_\_as Surety (hereinafter called "Surety") are held and firmly bound unto CITY OF MELBOURNE, as Obligee (hereinafter called "City"), in the amount of

Dollars (\$\_\_\_\_\_) for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

All notices and communications required to be given hereunder shall be in writing and shall be sent by certified—United States Mail, postage pre-paid, addressed as follows:

OWNER: City of Melbourne, Attention: City Engineer, 900 East Strawbridge Avenue Melbourne, Florida 32901 (321) 608-7300

CONTRACTOR:

[Business Name and Street Address]

[City, State, Zip Code, and Telephone Number w/Area Code]

SURETY:

[Business Name and Street Address]

[City, State, Zip Code, and Telephone Number w/Area Code]

PROJECT:

Melbourne, Florida

Any party hereto may change its address by notifying the other parties in writing of such changes.

WHEREAS, Contractor has by written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into a contract with City for certain construction work, a copy of which said contract is incorporated herein by reference and is made part hereof as fully as if copied herein (hereinafter called the "Contract").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Contractor shall fully, promptly and faithfully perform said contract and all obligations thereunder, including all obligations imposed by the Contract Documents, which may include, but are not limited to, the Plans, Drawings Specifications, Invitation to Bid, Instructions to Bidders, Bid Form, Construction Agreement, Bonds, General Conditions, Federal and State Specifications (if applicable), Special Conditions, Technical Specifications, and all addenda, if any, now or hereafter issued, all of which are made a part of this Agreement as completely as if set forth herein, and such alterations thereof as may be made as provided for therein) and shall promptly make payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies used directly or indirectly by Contractor in the prosecution of the work provided in the Contract; and pays City all losses, damages, expenses, costs and attorneys fees, including appellate proceedings, that City sustains because of default by Contractor under the Contract; performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and shall perform all other covenants and obligations of this bond as set forth below, then this bond shall be void, otherwise, it shall remain in full force and effect.

1. The undersigned shall indemnify and save harmless said City against and from all costs, expenses and damages, including litigation costs and attorneys' fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said Contractor, his agents, servants or employees in the execution or performance of said Contract; and shall indemnify and save harmless said City from all suits and acts of every nature and description arising out of the work to be performed under the Contract or of any material or materials used upon the work.

2. The undersigned agree to promptly pay to the City any difference between the sum to which the Contractor should be entitled on the completion of the Contract, and the sum which the City may be obligated to pay for the completion of said work by contract or otherwise, including all losses, expenses, costs, attorneys' fees, appellate court proceedings and damages (including, but not limited to, delay damages, direct or indirect damages, or consequential damages), which the City may sustain by reason of the failure of the Contractor to properly and promptly perform and abide by all of the terms, conditions, provisions and specifications of said Contract.

3. The undersigned covenants and agrees that no changes, in or under the Contract documents (including extension of time, alteration or addition to the terms, conditions, provisions and specifications of the Contract or to the work to be performed thereunder, or terms, conditions, provisions and specifications accompanying the same) and compliance or non-compliance with any formalities connected with the Contract or the changes, shall in any way affect Surety's obligation under this bond, and Surety does hereby expressly waive notice of any such changes, compliance or non-compliance.

4. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

5. If this bond is guaranteed by the SBA, the undersigned shall provide the City a copy of the approved 990 form.

_ day of,
(PRINCIPAL)/Contractor
[Signature] (SEAL)
[Printed Name/Title]
(SURETY)
[Signature] (SEAL)
[Printed Name/Title]
D
Title

END OF SECTION

CITY OF MELBOURNE PINEDA CAUSEWAY WATER TRANSMISSION MAINS PROJECT NO. 30315



## **GENERAL CONDITIONS**

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	PINEDA CAUSEWAY WATER TRANSMISSION MAINS
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#### GENERAL CONDITIONS

#### 1.0 **DEFINITIONS**

Wherever used in any of the Contract Documents, the meaning shall be given to the terms herein defined:

- 1.1 The term "Contract" means the agreement executed by the City and the Contractor of which these General Conditions form a part.
- 1.2 The terms "City" and "Contractor" mean the respective parties to the Contract.
- 1.3 The term "Subcontractor" means a person, firm or a corporation supplying services and materials, labor and materials, or only services or labor to the Contractor for work in connection with the project.
- 1.4 The term "Engineer" means the City Engineer and where the term "City" is used in connection with the interpretation of the Contract Documents, or in connection with the enforcement of the specifications of same, the Engineer, as the City's representative shall have authority to act.
- 1.5 The term "Contract Documents" the Contract Documents include but are not limited to the following: Plans, Drawings, Specifications, Invitation to Bid, Instructions to Bidders, Proposal and Bid Form, Construction Agreement Bond(s), General Conditions, Special Conditions, Technical Specifications, Federal and State Specifications (if applicable), and any addenda thereto now or hereafter issued. In the event of any conflict between the Contract Documents, the following priority is established: (1) Construction Agreement executed by the Contractor and the City; (2) Special Conditions; (3) Federal and State Provisions, if any; (4) General Conditions; (5) Technical Specifications and Plans; (6) City's Invitation to Bid, with supporting addenda; and (7) Contractor's bid but only to the extent responsive to City's invitation to bid.
- 1.6 The term "Consultant" means the engineer or architect who is employed by the City to provide the design and the construction contract administrative services, and who is the engineer or architect of record. If no such engineer or architect has been employed by the City to provide such services, then the "Consultant" as used herein shall be deemed to mean the City Engineer.
- 1.7 The term "Substantial Completion" means the date when the work, as certified in writing by the Consultant, and determined by the City in its sole discretion, has been developed, designed, engineered and constructed in accordance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the Project is ready for occupancy, utilization and continuous commercial operation for the uses and purposes intended by the City, without material interference from incomplete or

improperly completed work and with only minor punch list items remaining to be completed, all as reasonably determined by the City and evidenced by (1) the issuance of a Certificate of Occupancy or Certificate of Completion by the authority having jurisdiction; (2) the issuance of a Certificate of Substantial Completion by the Consultant; and (3) acceptance of such Certificate of Substantial Completion by the City pursuant to the Contract Documents.

- 1.8 The term "Final Completion" means the date upon which all conditions and requirements of the Contract Documents, permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by the City; any other documents required to be provided have been received by the City; and the Work has been fully completed in accordance with the Contract Documents.
- 1.9 The term "Work" means all construction and services required by or reasonably inferable from the Contract Documents for the completion of the Project, including the provision of all labor, materials, equipment, supplies, procurement, fabrication, transportation, machinery. utilities. tools. construction, erection, demolition, installation, insurance, bonds, permits and conditions thereof, building code changes and governmental approvals, testing and inspection services, quality assurance and/or quality control inspections and related certifications, training, surveys, studies, supervision, and administration services to be provided by the Contractor, and other items, work and services that are necessary or appropriate for the total construction, installation, furnishing, equipping, and functioning of the completed Project, together with all additional, collateral and incidental items, work and services required to achieve Final Completion in accordance with the Contract Documents.

# 2.0 CONSULTANT AS INTERPRETER

It is agreed by the parties hereto that the Consultant shall decide all questions which may arise relative to the interpretation of the Plans and Technical Specifications. Consultant shall decide all questions pertaining to the character, quality, amount and value of any work done, and of the materials furnished under or by reason of this Contract. The Consultant's estimates and decisions upon all such claims and questions shall be final and conclusive upon the parties thereto.

2.1 The rights of the Contractor and the City under the specifications of subsequent sections of these general conditions are not, however, prejudiced by this agreement.

# 3.0 NOTICE AND SERVICE THEREOF

All notices, demands, requests, instructions, approvals and claims shall be in writing.

- 3.1 Any notice to, or demand upon, the Contractor shall be sufficiently given if delivered at the office of the Contractor as specified at the address provided in the Bid (or at such other office as the Contractor may from time to time designate to the City in writing), or if deposited in the United States mail in a sealed, postage-paid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.
- 3.2 All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the address of the City as specified in Instructions to Bidders and any notice to or demand upon the City shall be sufficiently given if delivered to said office or if deposited in the United States mail in a sealed, postage-paid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case properly addressed to said City or to such other representative of the City or to such other address as the City may subsequently specify in writing to the Contractor for such purposes.
- 3.3 Any such notice or demand to the Contractor or to the City shall be deemed to have been given or made as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course or, in case of delivery service, at the time of actual receipt, as the case may be.

# 4.0 <u>CONTRACT SECURITY</u>

If applicable, the Contractor shall furnish a surety bond on the form included in Division "D", in an amount equal to not less than one hundred percent (100%) of the Contract Price as security for the faithful performance of this Contract and for the payment of all persons furnishing services and/or labor and/or materials for the project in connection with this Contract, and shall indemnify and save harmless the City of Melbourne and the City of Cocoa from all costs, expenses and damages from all suits, actions or claims of any character, name and description brought for, or on account of, or arising out of, any act or omission, neglect or misconduct of the said Contractor in the performance or execution of this Contract. Said surety shall be held until any and all of such suits, actions, or claims have been settled and suitable evidence to that effect has been furnished to the City of Melbourne and the City of Cocoa. The surety on such bond shall be a duly authorized surety company satisfactory to the City. The Owner shall not be required to accept the bond from any surety which has, in the Owner's opinion as determined by Owner in its discretion, defaulted under any contracts or bonds with the City of Melbourne or the City of Cocoa.

# 4.1 Certified Copy of Recorded Bond/FS 255.05(1)(b):

Contractor must provide the City with a certified copy of the recorded bond <u>BEFORE</u> commencing work or recommencing work. The City of Melbourne, as a public entity, **shall not** make payment to the Contractor until the Contractor has complied with this paragraph

#### 5.0 ASSIGNMENT

The Contractor shall not assign the whole or any part of this Contract, or any monies due or to become due hereunder, without written consent of the City, which consent may be withheld by the City in its sole discretion. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for the services rendered or for labor performed or for materials supplied for the performance of the work called for in this Contract.

# 6.0 CONTRACTORS' AND SUBCONTRACTORS' INSURANCE

- 6.1 <u>Commercial General Liability Insurance</u>. The Contractor shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$10,000,000 per occurrence/aggregate and a deductible amount of not more than \$100,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list the City of Melbourne and City of Cocoa as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of B+ or higher. Other specific policy endorsements may be required by the Contract, depending upon the type and scope of work to be performed
- 6.2 <u>Public Liability and Property Damage Insurance.</u> The Contractor shall maintain in force for the duration of the contracted period Public Liability Insurance which must include coverage for premises/operations, contractual liability, broad form property damage, products completed operations, contractor's pollution liability, personal injury, and explosion, collapse, and underground hazard with a limit of not less than \$1,000,000 per occurrence/aggregate and a deductible amount of not more than \$100,000 per claim. The Public Liability and Property Damage Insurance Policy shall be endorsed to list the City of Melbourne and City of Cocoa as an Additional Insured. The coverage shall contain no special limitations on scope of protection afforded to the City of Melbourne or the City of Cocoa or their respective officers, officials, employees or volunteers.
- 6.3 <u>Builders Risk/Installation Floater.</u> The Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be required by Laws and Regulations). This insurance shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including, without duplication of coverage, lightning, windstorm, rain, hurricane, hail, explosions, riot, sinkholes, flood, theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Contract Documents, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement

of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance, the Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The property insurance deductible shall not exceed \$25,000.00 per claim.

- 6.4 <u>Marine General Liability Insurance</u>. The Contractor shall maintain in force for the duration of the contracted period Marine General Liability and Maritime Employers Liability Insurance with a limit of not less than \$1,000,000 per occurrence/aggregate and a deductible of amount of not more than \$100,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list the City of Melbourne and City of Cocoa as Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of B+ or higher.
- 6.5 <u>Watercraft Liability Insurance</u>. The Contractor shall maintain in force for the duration of the contracted period Commercial Watercraft Liability Insurance with a limit of not less than \$1,000,000 per occurrence/aggregate and a deductible amount of not more than \$100,000 per claim. The Watercraft Liability Policy shall be endorsed to list the City of Melbourne and City of Cocoa as an Additional Insured, be written on an occurrence basis, not claims made, and be listed by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of B+ or higher.
- 6.6 <u>Pollution Liability Insurance</u>. The Contractor shall maintain in force for the duration of the contracted period Pollution Liability Insurance with a limit of not less than \$1,000,000 per occurrence, 2,000,000 aggregate and a deductible amount of not more than \$25,000 per claim. The Pollution Liability Insurance Policy shall be endorsed to list the City of Melbourne and City of Cocoa as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of B+ or higher.
- 6.7 <u>Business Automobile Liability Insurance.</u> The Contractor shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. In the event the awarded Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the awarded Contractor to maintain only Hired & Non-Owned Auto Liability Insurance.
- 6.8 <u>Workers Compensation & Employer's Liability Insurance Including U.S.</u> <u>Longshore and Harbor Workers (USL&H) Insurance</u>. The Contractor shall maintain in force for the duration of the contracted period Florida Workers Compensation Insurance and USL&H at statutory limits and Employers

Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit.

- 6.9 The Contractor shall submit proof of the required insurance to the City of Melbourne and City of Cocoa in the form of Certificates of Insurance. Such certificates will need to clearly show the insurance coverage required by the Contract. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance company showing that the City of Melbourne and City of Cocoa have been listed as an Additional Insured on the policy shall accompany the Certificate of Insurance. Additional insurance requirements may be required pursuant to the bidding documents.
- 6.10 Coverage for subcontractors shall be subject to all of the requirements stated herein, as applicable.
- 6.11 <u>Deductibles and Self-Insured Retentions</u>: Any deductibles or self-insured retentions must be declared to and approved by the City of Melbourne and the City of Cocoa. At the option of the City of Melbourne and the City of Cocoa, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Melbourne and the City of Cocoa, their officers, officials, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 6.12 <u>Primary Insurance</u>: The Contractor's insurance coverage shall be primary insurance as respects the City of Melbourne and the City of Cocoa, their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Melbourne and the City of Cocoa, their officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 6.13 <u>Notice of Termination; Acceptability of Insurers; Verification of Coverage</u>: Each insurance policy required under this Section 6 shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Melbourne and the City of Cocoa. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. The Contractor shall file with the City Engineer and shall keep in full force and effect at all times during the term of this Contract a certificate of insurance and original endorsements effecting coverage required by this Section 6. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf naming the City of Melbourne and the City of Cocoa as an additional insured including a waiver of subrogation specification

evidencing general liability, auto liability and worker's compensation coverage. The City of Melbourne and the City of Cocoa reserve the right to require complete, certified copies of all required insurance policies, at any time.

6.14 <u>Indemnification</u>: All contractual liability insurance policies (general and public liability, automobile liability, and worker's compensation) maintained pursuant to this Section shall include the specification of the following hold harmless clause: The Contractor agrees to indemnify, save harmless and defend the City of Melbourne and the City of Cocoa, and their respective officers, City Attorney, managers and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and reasonable attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any loss, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with any act or failure to act by the Contractor, its agents, servants, employees or subcontractors.

# 7.0 ACCIDENT PREVENTION

Precaution shall be as prescribed by the United States Department of Labor Occupational Safety and Health Administration for the protection of persons (including employees) and property.

# 8.0 QUALIFICATIONS FOR EMPLOYMENT

No person shall be employed in violation of the State or the National Labor Laws. No person under the age of sixteen years shall be employed on the project under the Contract. No person whose age or physical condition is such as to make this employment dangerous to his or her health or safety or to the health or safety of others shall be employed on the project under this Contract; provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving a sentence in a penal or correctional institution, although paroled, and no inmate of an institution for mental deficiency shall be employed on the project under this Contract.

9.0 Omitted.

# 10.0 LICENSES, PERMITS, CONSTRUCTION AND EMPLOYMENT PRACTICES

Except to the extent otherwise set forth in the technical specifications for the project, the provisions in this paragraph shall apply. The Contractor shall obtain City building permits. The Contractor shall obtain the Generic Permit for Construction Discharge for large and small construction activities (CGP) through the Florida Department of Environmental Protection. All other required permits shall be obtained by the City of

Melbourne. All Contractors are required to comply with all permits, laws, regulations, safety codes, and building and construction codes which apply to construction performed under this Contract, also with all applicable Federal and State regulations in respect to employees' wages and hours. All contractors shall possess all licenses required by state, county and local units of government in which the project is to be constructed.

# 11.0 SUBSTITUTIONS

Unless otherwise stated, reference in the specifications to any article, device, product, material, fixture, form, or type of construction, etc., by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limited competition, and the Contractor, in such cases, has the option of using any article, device, product, material, fixture, form or type of construction which in the judgment of the Consultant expressed in writing, is equal to that named.

# 12.0 <u>PATENTS</u>

The Contractor shall hold and save the Cities of Melbourne and Cocoa, and their respective officers, officials, agents, servants, and employees harmless from liabilities of any nature or kind, including costs and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City at any time during the prosecution or after completion of the work unless otherwise specifically stipulated in the Contract Documents.

# 13.0 TIME FOR COMPLETION

The work shall be commenced at the time stated in the notice to the Contractor to proceed and shall be completed in the number of consecutive calendar days stated in the Bid Form and Construction Agreement.

# 14.0 CONTINUING THE WORK

The Contractor shall carry on the work and adhere to the progress schedule during all requests for additional time, claims for increase or decrease in contract price, disputes, or disagreements with the City. No work shall be delayed or postponed pending resolution of any disputes without the written consent by the City in writing.

# 15.0 DELAYS - DAMAGES

15.1 If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Proposal and Bid Form and Construction Agreement, or any extension thereof, or fails to complete said work within such time, the City may, by written notice to the Contractor, terminate the Contractor's right to

#### CITY OF MELBOURNE PINEDA CAUSEWAY WATER TRANSMISSION MAINS PROJECT NO. 30315

proceed with the work or such part of the work as to which there has been delay. In such event the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor and the Contractor's sureties shall be liable to the City for any excess cost occasioned the City thereby. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. If the City does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the actual damage for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed or accepted the amount as set forth in Instructions to Bidders and the Contractor and his sureties, jointly and severally, shall be liable for the amount thereof, provided that the right of the Contractor to proceed shall not be terminated nor the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, guarantine restrictions, strikes, freight embargoes, unusually severe or abnormal weather as demonstrated by the Contractor's submittal of comparative weather data, or delays of Subcontractors due to such causes, if the Contractor shall within ten (10) days from the beginning of any such delay (unless the City shall grant a further period of time prior to the date of final settlement of the contract) notify the Engineer in writing of the causes of delay. The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the work when in the Engineer's judgment the findings of fact justify such an extension, and the Engineer's findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal within thirty (30) days by the Contractor to the City. In the event of such an appeal, the City's decision on such appeal as to the facts of delay and the extension of time for completing the work shall be final and conclusive on the parties hereto.

15.2 If the City does not elect to terminate the right of the contractor to proceed as set forth above, the Contractor and the Contractor's sureties, jointly and severally, shall be liable for and shall pay to the City, as set forth in the instructions to Bidders, agreed and liquidated damages for each calendar day of such delay until the work is completed or accepted, provided, that the City may accept the work if there has been such a degree of completion as will, in the City's opinion, make the project reasonably safe, fit and convenient for the use and accommodation for which it was intended. In such case, the Contractor shall not be charged with liquidated damages, but the City may assess damages caused by such delay.

#### 16.0 RIGHT OF THE OWNER TO TERMINATE CONTRACT

If the Contractor should be adjudged a bankrupt, or if the Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed for the Contractor or any of the Contractor's property, or if the Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials, or if the Contractor should refuse or fail to make prompt payment to persons supplying labor or materials for the work under the Contract, or persistently disregard instructions of the Engineer or fail to observe or perform any specifications of the Contract Documents, or otherwise be guilty of a substantial violation of any specifications of the Contract Documents, then the City may, by at least five (5) days' prior written notice to the Contractor, without prejudice to any other rights or remedies of the City in the premises, terminate the Contractor's right to proceed with the work. In such event, or in the event of contract termination by the City pursuant to the terms of General Condition 63 below, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and the Contractor's sureties shall be liable to the City for any excess cost occasioned to the City thereby; and in such case the City may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore. The foregoing specifications are in addition to, and not in limitation of, the rights of the City under any other specifications of the Contract Documents.

# 17.0 ATTORNEY'S FEES

If, on account of any breach or default or failure to perform by the Contractor of the Contractor's obligations under the terms and conditions herein, it shall become necessary for the City to employ an attorney to enforce or defend any of the City's rights or remedies hereunder, the Contractor agrees to pay all costs and a reasonable attorney's fee incurred by the City in connection therewith, including attorney's fees and costs in any appeals.

#### 18.0 CHARACTER OF WORKERS AND EQUIPMENT

The Contractor shall employ such superintendents, foremen and workers as are careful and competent. Whenever the Engineer shall determine that any person employed by the Contractor is, in the Engineer's opinion, incompetent, unfaithful, disorderly or insubordinate, such person shall, upon notice, be discharged from the work and shall not again be employed on it except with the written consent of the Engineer.

18.1 Should the Contractor fail to remove such person or persons, or fail to furnish suitable or sufficient machinery, equipment or force for the proper prosecution of the work, the Engineer may withhold all estimates which are, or may become due, or may suspend the work until such orders are complied with.

18.2 The equipment used on any portion of the work shall be used such that no injury to adjacent property, or to streets or highways will result from its use; equipment shall be modern in good condition, and adequate in size to perform the work in satisfactory time intervals.

# 19.0 USE OF PREMISES

The Contractor shall confine all apparatus, storage of materials, and construction operations to such limits as may be directed by the City and shall not unreasonably encumber the premises with materials.

The Contractor shall submit a copy of a written agreement with any and all owners of property upon which the Contractor proposes to store materials, equipment, or conduct any other project-related activity.

- 19.1 The Contractor shall not load or permit any part of any structure to be loaded to such an extent as to endanger its safety.
- 19.2 The Contractor shall provide and maintain at the Contractor's expense, in a sanitary condition, such accommodations for the use of employees as is necessary to comply with the requirements and regulations of the State and County Boards of Health, and shall commit no public nuisance.
- 19.3 The Contractor shall conduct the work so as to insure the least obstruction to traffic practicable, and shall provide for the convenience of the general public and of residents along and adjacent to the work in a manner satisfactory to the Consultant. Materials and equipment stored on the work site shall be placed so as to cause as little obstruction to the public as possible and shall be lighted and barricaded as hereinafter provided.
- 19.4 Streets shall not be closed, except when and where approved by the City, and whenever the street is not closed, the work must be so conducted that there shall at all times be a safe passageway for traffic. Whenever it is necessary to divert traffic from any part of the work, the Contractor shall provide and maintain a passable driveway approved by the City.
  - 19.4.1 Suitable barricades, danger warnings, detour signs, etc., as hereinafter provided, shall be maintained by the Contractor in all cases. The City Engineer's office, Fire Department, and Police Department having jurisdiction shall immediately be notified by telephone, or otherwise, upon the closing and/or opening of each street or section thereof.
- 19.5 The Contractor shall provide, erect, and maintain, at its own expense, barricades, danger warnings, and detour signs whenever they may be necessary. The Contractor shall place sufficient lights on and/or near the work and keep them illuminated from twilight to sunrise; shall erect suitable barricades, railings, fences, and/or other protections about the work; provide

all guards by day or night and take all other precautions that may be necessary. The Contractor shall maintain proper guards and lights for the prevention of accidents, upon materials, supplies, and equipment, and take all other precautions that may be necessary for the proper protection of the work and public convenience and safety.

- 19.5.1 Streets closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. The Contractor shall provide and maintain acceptable warning and detour signs at all closures, intersections, and along the detour routes, directing the traffic around the closed portion or portions of the work, so that the temporary detour route or routes shall be indicated clearly throughout its or their entire length.
- 19.6 Fire hydrants on or adjacent to the work shall be kept accessible to the fire apparatus at all times and no material or obstructions shall be placed within ten (10) feet of any such hydrant. Adjacent premises must be given access as far as practicable, and obstruction of sewer inlets, gutters, and ditches is prohibited.
- 19.7 Unless otherwise expressly stipulated herein, the use of explosives is not contemplated in the prosecution of this Contract, and in no case will their use be permitted within a municipality without the written permission of the City Engineer and a permit issued by the Chief of the Fire Department.
  - 19.7.1 Where such permission for the use of explosives is obtained, the Contractor shall use the utmost care so as not to endanger life or property, and whenever directed, the number and size of the charges shall be reduced. All explosives shall be stored in a secure manner, and all such storage places shall be marked clearly "DANGEROUS EXPLOSIVES" and shall be in care of competent guards.
- 19.8 It shall be the responsibility of the Contractor to contact in writing the Fire and Police Departments having jurisdiction in the area where the work is being performed to obtain from them a summary of the information which should be provided to them while work is in progress. It shall then be the Contractor's responsibility to provide them with all such data.
- 19.9 <u>Maintenance Of Traffic</u>: Traffic shall be maintained in such a manner as to cause the least inconvenience to the public. Access to properties shall be open to traffic except during roadway and drainage operations. Detour directions shall be coordinated with the Melbourne Traffic Engineer. Detours will be held to the minimum and shall not extend through the weekend or overnight without prior approval of the Engineer. Detour barriers shall be installed in such a manner as to allow access by traffic from one direction or the other.

# 20.0 MATERIALS, SERVICES AND FACILITIES

It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence and temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

# 21.0 WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by the Contractor to the City of Melbourne and the City of Cocoa free from any claims, liens, or charges, and further agrees that neither the Contractor nor any person, firm or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to a lien upon the premises or any improvements or appurtenances thereon, provided that this shall not preclude any Contractor from installing metering devices and other equipment of utility companies or of municipalities, the title to which is commonly retained by the utility company or the City. In the event of the installation of any such metering device or equipment, the Contractor shall advise the City as to the owner thereof. Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City. The specifications of this section shall be inserted in all subcontracts and material contracts and notice of its specifications shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

# 22.0 PAYMENTS BY CONTRACTOR/SUBCONTRACTOR

When a Contractor receives payment from a local governmental entity for labor, services, or materials furnished by Subcontractors and Suppliers hired by the Contractor, the Contractor must remit payment due to those Subcontractors and Suppliers within ten (10) days after the Contractor's receipt of payment. When a Subcontractor receives payment from a Contractor for labor, services, or materials furnished by Subcontractors and Suppliers hired by the Subcontractor, the Subcontractor must remit payment due to those Subcontractor, the Subcontractor must remit payment due to those Subcontractors and Suppliers within seven (7) days after the Subcontractor's receipt of payment. This subsection does not prohibit a Contractor or Subcontractor from disputing, pursuant to the terms of the relevant contract, all or any portion of a payment alleged to be due to another party. In the event of such a dispute, the Contractor or Subcontractor may withhold the disputed portion of any such payment if the Contractor or Subcontractor notifies

the party whose payment is disputed, in writing, of the amount in dispute, and the actions required to cure the dispute. The Contractor or Subcontractor must pay all undisputed amounts due within the time limits imposed by this section.

- 22.1 Contractor warrants and guarantees that title to all work, materials, and equipment covered by any application for payment, whether incorporated in the project or not, will pass to the City no later than the time of payment free and clear of all liens.
- 22.2 All payments by Contractor and its subcontractors shall be made in accordance with the requirements of the Local Government Prompt Payment Act.

# 23.0 SUBCONTRACTING

The Contractor shall utilize the services of specialty Subcontractors on those parts of the work which under normal contracting practices are performed by specialty Subcontractors; provided, that if the City shall determine that the specialty work in question has been customarily performed by the Contractor's own organization and that such organization is presently competent to perform such work, the Contractor shall be required to do so.

- 23.1 If the Invitation to Bid contains a limitation on the amount of Work that can be subcontracted out by the Contractor under the Contract, then Contractor shall not exceed any such stated limitation in the performance of the Work under this Contract.
- 23.2 The Contractor shall not award any work to any Subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the Subcontractors, which statement shall contain such information as the City may require.
- 23.3 The Contractor shall be fully responsible to the City for the acts and omissions of Subcontractors, and of persons either directly or indirectly employed by such Subcontractors, and for the acts and omissions of persons directly employed by the Contractor.
- 23.4 The Contractor shall cause appropriate specifications to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any specification of the Contract Documents.
- 23.5 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City.

23.6 The Contractor shall not make any substitution for any Subcontractor unless the substitution is acceptable to the City Engineer and the substitution is requested in writing.

# 24.0 MUTUAL RESPONSIBILITY OF CONTRACTORS

If through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the City on account of any damage alleged to have been so sustained, the City shall notify the Contractor, who shall indemnify and save harmless the City against any such claim.

#### 25.0 INSPECTION

The City of Melbourne and the City of Cocoa, and its authorized representatives and agents shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

25.1 <u>Work Outside the Regular Hours</u>: If the Contractor desires to carry on work outside the regular work hours or on Saturdays, Sundays, or holidays, the Contractor shall submit application in writing to the City's assigned construction inspector and shall allow ample time to enable satisfactory arrangement to be made by the City for inspecting the work in progress. The Contractor shall reimburse the City all monies paid for inspection performed outside the regular 40-hour work week and holidays. The regular 40-hour work week for City's construction inspectors is Monday

The regular 40-hour work week for City's construction inspectors is Monday through Friday 7:30 a.m. – 4:00 p.m. Holidays include: New Year's Day, Martin Luther King, Jr. Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Day after Thanksgiving, Christmas Eve, and Christmas Day.

The City will invoice the Contractor for said overtime benefits at a current rate, for fiscal year 2021, of \$40.00/hr., which includes fringe benefits. The hourly rate will be adjusted on an annual basis to coincide with the City of Melbourne's fiscal year currently October 1<sup>st</sup> through September 30<sup>th</sup>. Prior to final acceptance and final payment by the City, the Contractor will pay all outstanding overtime invoices due the City.

# 26.0 INSPECTION AND TESTING OF MATERIALS

Unless otherwise specifically provided for in the specifications, the inspection and testing of materials and finished articles to be incorporated in the work at the site shall be made by bureaus, laboratories, or agencies approved by the City. The Contractor shall furnish evidence satisfactory to the City that the materials and

finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the work. The Contractor shall promptly segregate and remove rejected materials and finished articles from the site of the work. If the bid form provides a test allowance, the Contractor must submit invoices documenting allowable testing costs to be charged against the allowance. Tests that indicate failure shall not be charged against the allowance.

# 27.0 COORDINATION OF PLANS AND SPECIFICATIONS

The specifications, plans, and all supplementary documents are essential parts of the Contract. Any requirement occurring in one is as binding as though occurring in all. Items shown on the plans and not noted in the specifications, and items noted in the specifications but not shown on the plans are to be considered as shown on the plans and noted in the specifications. Any errors or omissions as to standards of work in the specifications or on the plans shall not relieve the Contractor of the obligation to perform the work correctly and in strict accord with best practice to be found in structures or work of a similar nature.

# 28.0 FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operation of all trades, subcontractors, or material men engaged upon the work. The Contractor shall be prepared to guarantee to each Subcontractor the dimensions which they may require for the fitting of their work to all surrounding work and shall be responsible for all cutting, fitting, adjusting, and patching necessary to make the several parts of the work come together properly and to fit the work to receive or be received by that of other contractors.

# 29.0 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the City a construction progress schedule in the form of a shop drawing satisfactory to the City, showing the proposed dates of commencement and completion of each of the various tasks of work required under the Contract Documents and the anticipated amounts of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish the following:

- A detailed schedule of values giving a complete breakdown of the contract price.
- Periodic itemized estimates of work done for the purpose of making partial payments thereon.

The value employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

#### 30.0 DRAWINGS

The general character and scope of the work are illustrated by the drawings accompanying the Contract Documents. Where necessary, the approved plans may be supplemented by the Consultant with such full scale details, sketches, etc., as are necessary to adequately control the work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved plans shall be in writing.

- 30.1 The Contractor shall furnish such detailed plans as may be required for the prosecution of the work and are not included in the plans furnished by the Consultant. They shall include shop details, erection plans, and masonry layout diagrams and bending diagrams for reinforcing steel, approval of which by the Consultant must be obtained before any work involving these plans shall be performed. Plans for cribs, cofferdams, false-work, centering and form work may also be required, and such cases shall be likewise subject to approval unless approval is waived by the Consultant.
  - 30.1.2 It is expressly understood, however, that approval by the Consultant of the Contractor's working drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details, or of mutual agreement of dimensions and details. The Contractor shall be responsible for agreement and conformity of working drawings with the approved plans and specifications. The Contractor shall not attempt to construct the parts of the work for which such detail drawings are required until the Contractor has received them with written approval of the Consultant.
  - 30.1.3 The Contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.
- 30.2 Where the word "similar" occurs on the drawings, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection to other parts of the work.
- 30.3 Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work, unless otherwise indicated.

#### 31.0 SHOP DRAWINGS

The Contractor shall submit for the approval of the Consultant six (6) copies of all shop and setting drawings and schedules required for the work, and no work shall

be fabricated by the Contractor, save at the Contractor's own risk, until such approval has been given.

- 31.1 The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting, and rechecking; and no claim by the Contractor for delays, arising from any failure in this respect, shall be allowed.
- 31.2 All shop drawings submitted must bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval shall not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in the letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor shall not be relieved of the responsibility for executing the work in accordance with the Contract Documents even though such shop drawings have been approved.
- 31.3 Where a shop drawing as submitted by the Contractor indicates a departure from the Contract which the Consultant deems to be a minor adjustment in the interest of the City and which does not involve a change in the Contract price or extension of time, the Consultant may approve the drawing.
- 31.4 The approval by the Consultant of shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract, nor shall it relieve the Contractor of the responsibility for any error that may exist.

# 32.0 PAYMENTS TO CONTRACTOR

- 32.1 Partial Payments Partial payment requests shall be submitted to the City and stamped/marked with the date of receipt by the City if there is no consultant for the project, or if the City does not require consultant approval of payment requests for this project. Otherwise, partial payment requests shall be submitted to the consultant, who shall mark or stamp the date of receipt thereon.
  - 32.1.1 For projects for the contract sum of \$200,000 or less, the following payment schedule shall apply: not later than twenty-five (25) business days after the date on which the payment request is stamped/marked received by the consultant (20 business days if no consultant approval of the payment request is required), the City will make a partial payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to ensure the proper performance of this Contract, the

City may retain five percent (5%) of the amount of each payment until Contractor meets the requirements for final payment as set forth below. However, when the total amount of retainage is greatly in excess of the value of the uncompleted portion of the contract work, the City may, in the City's sole and absolute discretion, release to the Contractor a portion of this retainage, provided that the City shall at all times retain an amount sufficient to enable the City to complete the uncompleted work under this Contract, to resolve unsatisfied claims, and to provide for payment of any accrued liquidated damages.

- 32.1.2 For all projects with a contract sum in excess of \$200,000, the following payment schedule shall apply: not later than 25 business days after the date on which the payment request is stamped/marked received by the consultant (20 business days if no consultant approval of the payment request is required), the City will make a partial payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to ensure the proper performance of this Contract, the City may retain up to five percent (5%) of the amount of each payment until Contractor meets the requirements for final payment as set forth below. However, at such time as the total amount of the retainage is greatly in excess of the value of the uncompleted portion of the Contract work, the City may, in the City's sole and absolute discretion, release to the Contractor a portion of this retainage, provided that the City shall at all times retain an amount sufficient to enable the City to complete the uncompleted work under the Contract, to resolve unsatisfied claims, and to provide for payment of any accrued liquidated damages.
- 32.1.3 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. All Contractor payment requests must be submitted as one original, on the City of Melbourne form "Contractor's Application for Payment". Invoices for material must be submitted with the partial pay application.
- 32.1.4 The monthly payment shall be approximate only, and all partial estimates and payments shall be subject to correction in the final estimate and final payment.
- 32.1.5 All material and work covered by partial payments made shall thereupon become the sole property of the City, but this specification shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damage work, nor shall it be construed as acceptance by the City, or as a waiver of the right of the City to require the fulfillment of all terms of this Contract.

- Final Payment (Including Retainage) Contractor must complete 32.2 construction, including completion of all items on the Completion List (as defined below) within 30 days after delivery of said Completion List to Contractor. The final payment of remaining sums due Contractor, including remaining retainage, shall be made as follows: Upon completion of all items on the Completion List, Contractor may submit a final payment request for all remaining sums due under the Contract, including remaining retainage, and such submission shall include a scheduled date for final inspection, which date has been mutually agreed upon by the City and Contractor, and which date shall be between 10 and 15 business days from the date of submission. Such submission shall be stamped/marked received in the same manner as partial payment requests as set forth in Section 32.1.1. Such submission shall also include evidence satisfactory to the City that all of Contractor's payrolls, material bills, taxes, subcontractors and other bills and costs incurred in connection with its construction work have been paid in full; and shall also include any affidavits and releases of lien or releases of bonds as City or its surety may reasonably request from Contractor, its subcontractors and materialmen. The City shall make final payment in accordance with the same time limitation set forth above in this section 32 for payment of partial payment requests, provided Contractor has completed construction, including all items on the Completion List and submitted all evidence as required above. The time periods provided for herein for development of the Completion List and completion of the listed items, do not in any way extend the time period in which Contractor is required to complete the project as set forth in the Contract.
  - 32.2.1 If a good faith dispute exists as to whether one or more items defined on the Completion List have been completed pursuant to the terms of this Contract, the City may continue to withhold up to 150% of the total costs to complete such items.
  - 32.2.2 Notwithstanding the foregoing, the City need not pay or process any payment requests for retainage if the Contractor has, in whole or in part, failed to cooperate with the City in the development of the Completion List or failed to perform its contractual responsibilities, if any, with regard to the development of the List, or if the amounts requested are subject to a good faith dispute, the subject of a claim brought pursuant to FSS 255.05, or otherwise is subject of a claim or demand by the City or Contractor.
  - 32.2.3 Notwithstanding the foregoing, in the event that Federal or State Funds are used in whole or in part to pay for the work or services to be performed under this Contract, applicable Federal or State grant/funding laws and regulations, or other applicable federal or state laws and regulations, shall be followed and prevail over any contrary specifications of the Local Government Prompt Payment Act or Section 32.0 of the General Conditions. Additionally, the City's obligation to

proceed with this Contract and to make payments hereunder, is specifically conditioned upon receipt of any Federal or State Funds and/or Federal or State approvals anticipated for the subject project. If such Federal or State Funds and/or Federal or State approvals are not received, the City may terminate the Contract, whereupon the City and Contractor shall be released from any and all obligations under the contract.

- 32.3 Rejection of Payment Requests and Disputes. If a payment request or invoice does not meet the Contract requirements, the City must reject a payment request or invoice within twenty business days after the date on which the payment request or invoice is stamped/marked as received as set forth above. The City will provide the rejection in writing and specify the deficiency and the action necessary to make the payment request or invoice proper.
  - 32.3.1 If a payment request or an invoice is rejected as set forth above, and the contractor submits a payment request or invoice that corrects the deficiency, the corrected payment request or invoice must be paid or rejected on the later of: (a) ten business days after the date the corrected payment request or invoice is stamped or received as set forth above; or (b) if the City is required by ordinance, charter or other law to approve or reject the corrected payment request or invoice, the first business day after the next regularly scheduled meeting of the City held after the corrected payment request or invoice is stamped/marked as received as provided above.
  - 32.3.2 If a dispute arises between the City and the Contractor concerning payment of a payment request or invoice, which dispute cannot be resolved by a procedure described in this section 32, the dispute must be resolved in accordance with a dispute resolution procedure prescribed described in this Contract or in City of Melbourne Prompt Payment Policy.

# 33.0 CHANGES IN WORK

33.1 The City may at any time, by a written order, and without notice to the sureties, make changes in the drawings and specifications of this Contract and within the general scope thereof.

33.2 The contract price may only be changed by a Change Order executed by the City. Any claim for an increase or decrease in the contract price shall be based on written notice delivered to the City by the party making the claim promptly, but in no event later than ten (10) days after the occurrence of the event giving rise to the claim, and stating the specific nature of the claim. The City, within thirty (30) days after receipt of Contractor's claim, shall notify Contractor of the acceptance or rejection of said claim by the City.

33.3. The order shall fix the total lump sum value of the change in the work of the Contractor, and shall set out the price which shall be added to or deducted from the contract price (which price shall include Contractor's overhead and profit). On any deductive change, an allowance for overhead and profit shall be included as part of the downward adjustment in contract price.

33.4 In making any change, the charge or credit for the change shall be determined by the City in one of the following methods prior to the issuance of the order for the changed work.

- a. By ordering the Contractor to proceed with the work and to keep and present, in such form as the City may direct, a correct account of the cost of the change together with all vouchers therefore. The cost may include all items of labor or materials, the use of power tools and equipment actually used, power and all items of cost such as public liability and workmen's compensation insurance, pro rata charges for foremen, also social security, unemployment insurance; however, no percentage for overhead and profit shall be allowed on items of social security and unemployment insurance. If deductions are ordered, the credits shall be the net cost. Among the items considered as overhead are insurance other than mentioned above, bond or bonds, superintendent, timekeeper, clerks, guards, use of small tools, incidental job burdens, and general office expense.
- b. By estimating the number of unit quantities of each part of the work which is changed and then multiplying the estimated number of such unit quantities by the contract unit price for each contract item, which unit price is deemed to include overhead, profit, installation and any other costs.

33.5 The Contractor shall, when required by the City, furnish to the City an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.

33.6 In figuring changes, instructions for measurement of quantities set forth in the specifications shall be followed.

# 34.0 <u>EXTRAS</u>

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered in writing by the City and the price stated in such work order.

#### 35.0 CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost or an extension of time, he shall so notify the City in writing within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the work. Thereafter, the procedure shall be the same as that described in Section 33, above, for changes in work. No such claim shall be valid unless made in accordance with the terms of this Section.

#### 36.0 DEDUCTIONS FOR UNCORRECTED WORK

If the City deems it inexpedient to require the Contractor to correct work injured or not performed in accordance with the Contract Documents, an equitable deduction from the Contract price shall be determined by the City.

#### 37.0 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance of the work by the City, it shall be under the charge and care of the Contractor and the Contractor shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, including but without being limited to injury or damage arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good, at the Contractor's own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

#### 38.0 PRE-FINAL AND FINAL INSPECTIONS

38.1 Pre-Final Inspection

When the Contractor believes it has achieved Substantial Completion, the Contractor shall request an inspection by the City and the Consultant, and shall provide the City with evidence supporting its assessment of Substantial Completion, including any specific documents or information requested by the City to assist in its evaluation thereof. Contractor shall, prior to said inspection, develop its preliminary punch list for input and comment by the City and the Consultant. Once the preliminary punch list is submitted to the City, the City and its representatives will schedule a walk-through of the Project with the Contractor and the Consultant.

#### 38.2 Determination of Substantial Completion

- 38.2.1 Following the walk-through, the City will determine whether the Contractor has achieved Substantial Completion.
- 38.2.2 if the Contractor has not achieved Substantial Completion, the Consultant may provide a courtesy list of remaining items of work to be completed or corrected to render complete, satisfactory and acceptable the construction services purchased by the City but such courtesy list shall not constitute the Completion List (as defined below).

- 38.2.3 Any determination by the Consultant and the Contractor of substantial completion shall not be binding on the City and the ultimate determination of Substantial Completion shall rest with the City and shall be evidenced by the City's executing and returning to the Contractor a written determination of Substantial Completion executed by the City Engineer. The City's determination of Substantial Completion will identify a date of Substantial Completion. Substantial Completion shall not constitute final completion or acceptance of the work.
- 38.3 Development of Completion List
  - 38.3.1 Following the walk-through, if the Contractor has achieved Substantial Completion, the City and the Consultant shall develop and provide the Contractor with a list of all remaining items of work to be completed or corrected to render complete, satisfactory and acceptable the construction services purchased by the City, and which incorporates items and comments identified or provided by the City and the Consultant comments and is certified as the official completion list by the Consultant and the City Engineer (the "Completion List"), provided however that failure to include any items on such Completion List does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. The parties understand and agree that draft lists may be exchanged between the City, the Consultant and/or the Contractor for purposes of comments but such draft lists shall not qualify as the Completion List unless certified by the Consultant and the City Engineer.
  - 38.3.2 In accordance with §218.735(7), Florida Statutes, the City and the Consultant shall develop the Completion List as follows: (1) For construction projects having an estimated cost of less than \$10 million, the City and the Consultant will develop the Completion List within 30 calendar days after substantial completion of the construction projects having an estimated cost of \$10 million or more, the City and the Consultant will develop the Completion List within 60 calendar days after substantial completion List shall be developed as a single list of items except that if this contract relates to the purchase of construction services on more than one building or structure, or involves a multiphased project, a Completion List shall be developed for each building, structure, or phase of the project in accordance with the time frames set forth herein.
  - 38.3.3 Upon development and review of the Completion List by the City and the Consultant within the time frames set forth herein, the Completion List shall be delivered to the Contractor and the Contractor shall review the Completion List within five (5) days.
  - 38.3.4 Upon receipt of the Completion List, the Contractor shall complete the items listed on the Completion List within 35 days.

38.4 Final Inspection.

When all items on the Completion List are completed, the Contractor shall call at least ten (10) working days in advance for a final inspection. If listed work is not fully completed, the final inspection will be canceled.

#### 39.0 RIGHT OF RECOVERY

Should an error be discovered in the partial or final estimates after the final payment has been made, the City reserves the right to claim and recover by process of law such sums as may be sufficient to correct the error.

#### 40.0 GENERAL GUARANTEE

Neither the final certificate of payment nor any specification in the Contract Documents nor partial or entire use or occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of two (2) years from the date of final acceptance of the work, unless a longer period is specified. Final acceptance of the work shall start from the date of acceptance by City Engineer. The City will give notice of observed defects with reasonable promptness.

# 41.0 TERMINATION OF RESPONSIBILITY

This Contract will be considered completed when all work has been accomplished, cleanup of the premises has been made and the work has been accepted by the Engineer after making final inspection, and the final estimate has been paid. Upon this final payment, the City shall be released from all liability whatever growing out of this Contract. Notwithstanding final payment to the contractor, the contractor is not released from its contractual obligations pursuant to the terms of the contract, including but not limited to its obligations under 4.0, 12.0, 21.0, 40.0, 49.0, and 57.0.

# 42.0 DRAWINGS AND SPECIFICATIONS

Any item shown on the drawings and not described in the specifications shall be considered as a part of the specifications and vice versa.

# 43.0 PAYMENTS WITHHELD

The City may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect the City from loss on account of defective work not remedied, claims filed, or reasonable evidence indicating probable filing of claims, failure of the Contractor to make payments properly to the subcontractors or for materials or labor, a reasonable doubt

#### 44.0 SUBSURFACE DATA

All subsurface data shown on the plans, such as ground water elevations, soil conditions, underground structure locations such as sewer lines, waterlines, telephone cables and conduit, electric cables, etc., are shown on plans for the Contractor's general information only, and such information shown is not warranted or guaranteed by the Engineer, Consultant or City of Melbourne or City of Cocoa. Contractor shall exercise best practices in the industry to address subsurface conditions that differ from the plans and/or are unexpected. Contractor shall notify and consult with the Engineer, Consultant and City of Melbourne immediately upon discovery of subsurface conditions that differ from the that differ from the plans and/or are unexpected. Contractor shall notify and consult with the Engineer, Consultant and City of Melbourne immediately upon discovery of subsurface conditions that differ from the plans and/or are unexpected. Contractor shall obtain utility locates prior to commencement of work.

# 45.0 PROTECTION OF MONUMENTS

The Contractor shall protect from any damage or movement all survey permanent reference markers, bench marks, triangulation points, section corners, etc. If the Contractor destroys or moves any monument through carelessness, the Contractor shall have such monuments restored and/or replaced by approved and qualified personnel, at the Contractor's expense in accordance with all applicable rules and regulations. Sufficient monies will be withheld from payments to the Contractor to pay these costs.

# 46.0 DISCREPANCIES FROM PLANS

If the Contractor, in the course of work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in drawings or in layout as given by points and instructions, it shall be his duty to immediately inform the Engineer, in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, shall be done at the Contractor's risk.

# 47.0 TESTING

The Contractor will select the services of an independent testing laboratory to perform tests in connection with the construction covered by the scope of this contract. However, the City is the client of the testing laboratory. All invoiced testing costs shall be reasonable and at rates that are not higher than those usually and customarily charged for the same or similar tests performed for City projects. Any testing costs that are unreasonable or exceed those usually and customarily charged as described above, shall not be eligible for allocation toward the allowance, nor shall they be reimbursed. Two copies of all testing reports shall be submitted to the City upon completion of each test. The Contractor shall establish an account for the test allowance amount included in the Proposal and Bid Form from which payment of these tests will be made. The Contractor will order the tests and invoices shall be submitted to the Contractor for payment. Copies of the testing invoices shall be submitted with each request for payment by the Contractor to the City. Upon completion of the project, any balance of funds remaining in the account will be deducted from the final pay estimate. In like manner, the Contractor will be reimbursed by the City if actual eligible testing costs exceed the allowance upon completion of the work. The Contractor shall bear the cost of all retests. In the event the Contract does not identify a testing allowance, all testing costs shall be the responsibility of the Contractor.

# 48.0 AS-BUILT RECORDS

A complete set of as-built records shall be kept by the Contractor at the job site. These records shall show all items of construction and equipment which differ in size, shape or location from those shown on the Contract drawings, also any additional work, existing features or utilities revealed by construction work which are not shown on the Contract drawings. These records shall be kept up to date daily. They may be kept on a marked set of Contract drawings to be furnished the Contractor for this purpose, or in any other form which is approved prior to the beginning of the work. They shall be available at all times during construction for reference by the Engineer, and shall be delivered to the Engineer prior to pre-final inspection.

# 49.0 MAINTENANCE BOND

The Contractor shall furnish the City (prior to final payment) maintenance bonds in the amount of ten percent (10%) of the total cost of the construction guaranteeing all the material, equipment and workmanship for a period of two (2) years after the date of acceptance by the City for the benefit of the City of Melbourne and, as applicable, the City of Cocoa, and that the Contractor will make good or replace at his own expense any material, equipment or workmanship that proves defective within the above period. The maintenance bonds shall not novate or lessen the Contractor's and Surety's separate obligations and responsibilities under the Contract's Performance and Payment bond.

# 50.0 UTILITIES

The Contractor will be required to coordinate all work when necessary with the various utility companies in order that utility service may be maintained. The Contractor shall exercise due caution when working adjacent to such utilities. Any damage to the utilities resulting from the Contractor's operations shall be repaired at the Contractor's expense. Any work involving conflict with utility companies shall be coordinated with them at the preconstruction conference.

#### 51.0 MATERIALS

The Contractor shall furnish the City and Consultant for approval full information (vendor's certifications, test reports, etc.) concerning the material or articles which he contemplates incorporating in the work. When so directed, samples shall be

submitted for approval at the Contractor's expense with all shipping charges prepaid. The Contractor shall promptly segregate and remove rejected materials and finished articles from the site of the work. Materials and articles installed or used without prior approval shall be at the risk of subsequent rejection by the City.

# 52.0 SUPERVISION OF THE WORK

At all times during the progress of the work, the superintendent, foreman or other qualified supervisor shall be on the job site to insure that all work will proceed according to the specifications. The supervisor shall be named by the Contractor prior to start of construction.

# 53.0 NON-DISCRIMINATORY PRACTICES

Contracts for work under this bid will obligate the Contractor and Subcontractors not to discriminate in employment practices. Contractor and Subcontractors must comply with the President's Executive Order No. 11246.

#### 54.0 PUBLIC COMPLAINTS

The Contractor shall be responsible for answering and satisfying public complaints within a reasonable time and to that end shall be required to set up a Complaints Department for that purpose. Accurate records of all complaints and corrective measures shall be kept and turned over to the City weekly with the signature of the complainants as being satisfied. The Contractor shall provide the telephone number and name to which complaints can be orally made.

# 55.0 PROTECTION OF PROPERTY

It shall be incumbent upon the Contractor to protect private property. The Contractor shall notify each property owner at least seven (7) days prior to beginning construction operations to allow the property owner to remove shrubs, sprinkling systems and landscaping structures that are in the right-of-way. Gravel and marl driveways shall be removed and preserved for installation upon completion of the grading. There is no pay item for these driveways.

# 56.0 WATER AND ELECTRICITY

Water and electricity as may be required for construction and other purposes connected with this project shall be secured and purchased by the Contractor.

#### 57.0 INDEMNIFICATION

57.1 The Contractor shall indemnify and hold harmless the City of Melbourne, the City of Cocoa, and the Engineer and their officers, agents, and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence,

recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract.

57.2 In any and all claims against the City of Melbourne, the City of Cocoa, or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification and hold harmless obligation under this section (Paragraph 57.1) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

#### 58.0 ARCHAEOLOGICAL FINDS

Work will be stopped immediately in the area of archaeological finds and the office of the Engineer shall be notified.

#### 59.0 <u>CLEAN-UP</u>

The Contractor shall be responsible for a general clean-up of the site of all construction operations. Trash, debris and excess materials must be hauled away and the premises cleaned and graded to a condition at least equal to that existing before the start of construction. This operation must be completed as directed by the Engineer. Failure to comply fully with this requirement will result in withholding approval by the Engineer of periodic estimates for partial payment.

#### 60.0 DRIVEWAY AND/OR ACCESS TO PROPERTY

The Contractor shall maintain or provide access to property normally entered via the job site during progress of the work. Bridges or other suitable crossings over ditches shall be provided as required and subject to approval of the Engineer.

#### 61.0 SALVAGE

All material salvaged from connections or cut-ins to existing systems, removal of existing facilities, etc., shall remain the property of the City unless otherwise defined in the Contract Documents. The Contractor shall remove all salvaged materials from the construction sites as work progresses and store them in a place designated by the City for this purpose.

61.1 <u>Use of Salvaged Materials</u>: Under no circumstances are salvaged materials to be re-used in this project unless indicated on the drawings and/or specified herein or directed by the Engineer.

#### 62.0 DISQUALIFICATION OF BIDDER

Failure to pay outstanding debts due to the City under this Contract may constitute grounds for declaring the Contractor to be a non-responsible bidder for purposes of bidding on future contracts with the City.

#### 63.0 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

In accordance with Section 287.135(2) of the Florida Statutes, and except as enforcement may be precluded or modified by any preemptory or controlling federal law or binding precedential case law, [a] company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or 2. Is engaged in business operations in Cuba or Syria.

Section 215.473 of the Florida Statutes defines a company to mean a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.

By submitting a response to this solicitation, contractor certifies that it and those related entities of contractor as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, contractor certifies that it and those related entities of contractor as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any contractor awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this solicitation if contractor or any of those related entities of contractor defined by Florida law are found to have submitted a false certification or any of the following occur with respect to the Contractor or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with

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Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met. Also, if the City determines the certification is false, the City may take such further action as permitted by and pursuant to the requirements and procedures set forth in Section 287.135 Florida Statutes, including but not limited to bringing civil action with penalties, and limiting eligibility to bid on and obtain future City contracts. Accordingly, Contractor shall execute and return with its bid/response an executed copy of the City's approved Certification Regarding Scrutinized Companies Lists form. The contract shall not be awarded to Contractor if it fails to submit the certification form at the time of its bid/response submittal or within seven (7) days of the date the City requests the certification form to be submitted, if Contractor fails to return the form with its bid/response.

# 64.0 <u>E-VERIFY</u>

The contractor understands that this contract is subject to Florida Statutes, §448.095(2) and agrees to comply with the requirements of said statute. The contractor shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons performing labor or services in exchange for salary, wages or other remuneration as required by §448.095(2), Fla. Stat. Notwithstanding anything to the contrary in this contract, the City reserves the right to terminate this contract in accordance with §448.095(2), Fla. Stat.

# 65.0 SUBSTANTIAL COMPLETION

As a condition of Substantial Completion, all of the following must occur:

- a. All Work affecting the operability of the Project or safety has been completed in accordance with the Contract Documents;
- b. If applicable, all pre-commissioning activities, including alignment, balancing, lubrication and first-fill, have been completed;
- c. The Work may be operated within manufacturers' recommended limits (with all installation instructions, operations and maintenance manuals or instructions for equipment furnished by Contractor, catalogs, product data sheets for all materials furnished by Contractor and similar information provided), in compliance with Applicable Laws, and without damage to the Work or to the Project;
- d. Contractor has corrected all defects, deficiencies and/or discrepancies to the entire Work as identified by the City or the Consultant, and the Consultant confirms such corrections have been made in writing;

- e. The most recent updated set of "as-built" drawings reflecting the progress of the Work through Substantial Completion (in native file format, such as autoCAD);
- f. Any and all appurtenances, utilities, transportation arteries and other items required under the Contract Documents and necessary to serve that portion of the Work are sufficiently completed, a temporary certificate of completion or Certificate of Occupancy, as applicable, is issued for the Work for which a Certificate of Substantial Completion is being sought and/or all conditions or requirements of authorities having jurisdiction are complied with, to permit the City to utilize and occupy that portion for its intended use in accordance with the Contract Documents without material interference from any incomplete or improperly completed items of Work; and
- g. With respect to any Project for which a right-of-way permit is required from the City's Public Works Department or which includes a final lift of asphalt as part of the Work, in no event shall Substantial Completion occur prior to the final lift of asphalt and acceptance thereof by the agencies having jurisdiction (including, without limitation, the City's Public Works Department).

# 66.0 FINAL COMPLETION

As a condition of Final Completion, all of the following must occur:

- a. Substantial Completion of the entire Project has occurred as determined by the City Engineer;
- b. The Work can be used and operated in accordance with applicable laws bearing on the performance of the Work and applicable permits;
- c. All spare parts, special tools and attic stock purchased by Contractor as part of Vendor supplies shall have been delivered to City and clear of all Liens;
- d. All items on the Completion List shall have been completed by Contractor to City's satisfaction and all final inspections have been performed;
- e. Contractor has satisfied the additional conditions prescribed by the City in conjunction with a certificate of Substantial Completion issued on the basis of partial completion of the Project, or a partial or temporary Certificate of Occupancy or Certificate of Completion, as applicable;
- f. Contractor has delivered evidence to the City that all permits that are Contractor's responsibilities as specified under the Contract Documents have been satisfied and closed, and that a Certificate of Completion or Certificate of Occupancy (as applicable) has been issued by the authority having jurisdiction, and the Project or designated portion thereof is sufficiently complete in accordance with the Contract Documents and can be used for its intended purpose for uninterrupted operation, including, without limitation, acceptance of completed as-builts, if required by the agency having jurisdiction;
- g. Contractor shall have provided to City final releases and complete and unconditional waivers of liens for all Work performed by Contractor and each subcontractor or suppliers, and a consent of surety to final payment;
- h. Contractor shall have delivered to the City a certification identifying all outstanding claims (exclusive of any liens or other such encumbrances which must have

been discharged) of Contractor (and of its subcontractors, suppliers and any other party against Contractor) with written documentation reasonably sufficient to support and/or substantiate such claims;

- i. Contractor shall have delivered to the City a written assignment of all warranties or guaranties which Contractor received from subcontractors or suppliers to the extent Contractor is obligated to do so;
- j. Contractor shall have delivered to City a complete set of as-built documents and project records prepared in accordance with the Contract Documents;
- k. Contractor has delivered to City all other submittals required by the Contract Documents, including all installation instructions, operations and maintenance manuals or instructions for equipment furnished by Contractor, catalogs, product data sheets for all materials furnished by Contractor and similar information;
- I. All rubbish and debris have been removed from the project site;
- m. All construction aids, equipment and materials have been removed from the project site;
- n. Contractor has delivered to the City all executed warranties and guarantees required by the Contract Documents, all of which shall be in the name of the City and run to the benefit of the City;
- If applicable, certificates of insurance indicating that any insurance required of the Contractor or subcontractors by the Contract Documents shall remain in full force and effect for the required period of time;
- p. Any other documentation establishing payment or satisfaction of obligations, including receipts, releases and final waivers of lien from the Contractor and all subcontractors, to the extent and in such formas may be reasonably required by the City; and
- q. The City Engineer issues a determination of final acceptance of the work.

Final Completion is a condition precedent to City's final payment to Contractor and issuance of the final certificate of payment.

END OF SECTION

CITY OF MELBOURNE PINEDA CAUSEWAY WATER TRANSMISSION MAINS PROJECT NO. 30315

# DIVISION "F" TECHNICAL SPECIFICATIONS

# Please see Attachment – "Technical Specifications"

# **DIVISION "G"** SPECIAL CONDITIONS

### SPECIAL CONDITIONS

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#### SPECIAL CONDITIONS

#### 1. JOINT PROJECT OF MELBOURNE AND COCOA

Pursuant to that certain Interlocal Agreement dated May 22, 2018 between the cities of Melbourne and Cocoa recorded in Official Records Book <u>8183</u>, Page <u>2592</u> of the public records of Brevard County, Florida, this is a joint project where each city will own and maintain their respective 16-inch water transmission line constructed under this project for the benefit of their customers within their respective service areas. The City of Melbourne is responsible for contracting with the Contractor. However, the Contractor will have contractual obligations to the City of Cocoa such as bill of sale, indemnification, construction warranties, bonding and insurance requirements as set forth in the Interlocal Agreement. In addition, the Contractor shall also be required to provide periodic inspection and status reports to the City of Cocoa.

The Contractor agrees to cooperate with the City of Cocoa and understands that approvals and permitting will include the City of Cocoa and that the City of Cocoa may participate in progress meetings of the Project. The Contractor agrees that the City of Cocoa is a third party beneficiary of this Contract and that this Contract is intended to provide to the City of Cocoa those benefits afforded in the Contract to the City of Melbourne.

#### 2. <u>GENERAL CONTRACTOR RESPONSIBILITIES</u>

The Owner, Engineer, or their Representatives/Agents shall not be responsible for any actions taken by the Contractor, negligence of the Contractor, and/or the failure of the Contractor to maintain safe working conditions during the Contractor's performance of the work included in this Contract.

The Contractor shall be solely responsible for the quality of work performed and the construction means, methods, procedures, techniques, and sequences of construction performed in the execution of the work. Contractor shall also be responsible for insuring that the work is performed in accordance with the Contract Documents and associated permits.

#### 3. EXISTING STRUCTURES AND UTILITIES

Locations, elevations, size, and materials of existing structures, utilities, piping, electrical equipment, etc, are not guaranteed. It shall be the Contractor's responsibility to physically locate and verify the locations of all facilities and utilities prior to starting any portion of construction. The Contractor shall immediately notify the Engineer and the City of any differing site conditions, which may affect existing or proposed utilities. Cost of locates and verification to be incidental to the project and no additional payment shall be made.

The Contractor shall be responsible for and repair all damage to pavement, concrete, buildings, telephone, or other cables and conduits, pipes, or other structures within and beyond the limits of this Contract which may be affected, whether or not shown on the Plans.

The Contractor shall be responsible for coordinating all location work with affected utilities.

#### 4. <u>PROTECTION OF PRIVATE PROPERTY</u>

It shall be the Contractor's responsibility to protect private and public property. The Contractor shall notify the fire department at least seven days prior to beginning his construction operations. Private property outside the limits of construction and/or street rights-of-way that are disturbed by construction shall be restored by the Contractor to the original condition at the Contractor's expense. There shall be no extra pay for this work and the anticipated cost of the work must be included in the Contract price.

#### 5. <u>SAFETY</u>

Prior to the start of construction, the Contractor shall submit to the Engineer the company's Safety Plan to include the name of the safety person responsible for implementing and overseeing the plan.

#### 6. <u>PERMITS</u>

The Contractor is responsible for performing the work in accordance with the following permits:

- 1. FDEP Notice of Acceptance of Use of a General Permit Permit Number 0124889-1073-DSGP
- 2. FDEP Notice of Acceptance of Use of a General Permit Permit Number 0088737-738-DSGP
- 3. Florida East Coast Railway Agreement Number 174-21-0
- 4. Florida Department of Transportation Permit Number 2019-H-590-00152
- 5. Florida Department of Transportation Permit Number 2019-H-590-00151
- 6. U.S. Army Corps of Engineers Permit Number SAJ-2019-01551
- 7. FDEP Environmental Resource Permit and Recommended Intent to Grant Sovereignty Submerged Lands Authorization – Permit Number 05-0360719-003-EI

#### 8. FDEP Environmental Resource Permit and Recommended Intent to Grant Sovereignty Submerged Lands Authorization – Permit Number 05-0360719-002-EI

#### 9. Unstamped Brevard County Permit Drawings

The Contractor is responsible for obtaining all other permits required for the work. Permits shall identify the City of Melbourne and the City of Cocoa as co-permittees unless otherwise directed by the City in writing.

#### 7. <u>ACCESS</u>

Driveways and parking areas to private and public property, park facilities, residences, businesses, etc., and all public street connections shall remain open except for very short periods associated with a critical, momentary point of construction operation.

# **DIVISION "H"** FDEP STATE REVOLVING FUND SUPPLEMENTARY CONDITIONS

**Please see** 

"Attachment – FDEP

SUPPLEMENTARY

**CONDITIONS**"

See below:

**DAVIS-BACON** 

WAGE RATES

### **DAVIS-BACON WAGE RATES**

"General Decision Number: FL20210106 02/12/2021

Superseded General Decision Number: FL20200106

State: Florida

Construction Type: Heavy

County: Brevard County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines) (EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE BASE, KENNEDY SPACE FLIGHT CENTER AND MALABAR RADAR SITE)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR

H1

5.1(a)(2)-(60). Additional information on contractor							
requirements and worker protections under the EO is available							
at www.dol.gov/whd/govcontracts.							
Modification Number	Publication Date						
0	01/01/2021						
1	02/12/2021						
ENGI0673-013 05/01/2013							
	Rates	Fringes					
OPERATOR: Oiler	\$ 20.36	10.85					
IRON0808-008 02/03/202	0						
	Rates	Fringes					
IRONWORKER, STRUCTURAL AND							
REINFORCING		14.70					
* LABO0517-002 05/01/20							
	Rates	Fringes					
LABORER: Grade Checker	\$ 20.51	9.39					
PAIN1010-011 08/01/202	0						
	Rates	Fringes					
Painter - Brush, Roller	æ						
Spray		14.05					
SUFL2009-145 06/24/20							

	Rates	Fringes			
CARPENTER	\$ 13.56	1.84			
CEMENT MASON/CONCRETE FINISHER.	\$ 13.18	0.00			
ELECTRICIAN	\$ 16.71	3.51			
LABORER: Common or General	\$ 10.07	0.00			
LABORER: Landscape	\$ 7.25	0.00			
LABORER: Pipelayer	\$ 12.09	1.85			
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws					
Only)	\$ 10.63	2.20			
OPERATOR: Asphalt Paver	\$ 11.88	0.00			
OPERATOR: Backhoe Loader Combo	\$ 16.10	2.44			
OPERATOR: Backhoe/Excavator	\$ 13.12	2.58			
OPERATOR: Bulldozer	\$ 12.88	0.00			
OPERATOR: Crane	\$ 14.88	3.17			
OPERATOR: Grader/Blade	\$ 16.00	2.84			
OPERATOR: Loader	\$ 12.91	1.76			
OPERATOR: Mechanic	\$ 13.83	2.19			

OPERATOR:	Roller\$ 10	0.50	0.00		
OPERATOR:	Scraper\$ 12	1.00	1.74		
OPERATOR:	Trackhoe\$ 20	0.92	5.50		
OPERATOR:	Tractor\$ 10	0.00	0.00		
TRUCK DRIVER, Includes Dump					
	•••••••••••••••••••••••••••••••••\$ 11	1.07	0.00		
TRUCK DRIV	ER: Lowboy Truck\$ 12	1.00	0.00		
TRUCK DRIV	ER: Off the Road				
	\$ 12	2.21	1.97		

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

# APPENDIX

## Please see "Attachments" for documents listed below:

#### PERMITS:

- FDEP Notice of Acceptance of Use of a General Permit Permit Number 0124889-1073-DSGP
- FDEP Notice of Acceptance of Use of a General Permit Permit Number 0088737-738-DSGP
- Florida East Coast Railway Agreement Number 174-21-0
- Florida Department of Transportation Permit Number 2019-H-590-00152
- Florida Department of Transportation Permit Number 2019-H-590-00151
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- FDEP Environmental Resource Permit and Recommended Intent to Grant Sovereignty Submerged Lands Authorization – Permit Number 05-0360719-003-EI
- FDEP Environmental Resource Permit and Recommended Intent to Grant Sovereignty Submerged Lands Authorization – Permit Number 05-0360719-002-EI
- Unstamped Brevard County Permit Drawings

#### OTHER DOCUMENTS AVAILABLE FOR DOWNLOAD:

- Interlocal Agreement between City of Cocoa and City of Melbourne
- AIS-Final Guidance 3-20-14