City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

TO: **General Government Awards Committee ("GGAC")**

FROM: **Gregory Pease, Chief of Procurement**

DATE: **April 3, 2018**

RE: **REQUEST FOR APPROVAL TO UTILIZE MULTI-STEP COMPETITIVE SEALED BID PROCESS**

Pursuant to Chapter 126, Part 2, § 126.203 approval is requested to utilize the Multi-Step Competitive Sealed Bid process to select the most qualified firm for Job Order Contracting for Public Works Department. As a follow-up to the same, the GGAC is now requested to review and approve the solicitation documents attached hereto.

More specifically, the GGAC is requested to review and approve the bid specifications as outlined in the attached Procurement's review in this matter has revealed that:

The RFP **has been** reviewed and approved by Risk Management regarding insurance and indemnification requirements.

The RFP **has been** reviewed and approved by EBO regarding JSEB participation goals and EBO recommends: 25% Participation Plan

It is requested that the GGAC take these issues into consideration in its review and/or approval in this matter.

GGAC APPROVAL

Finance Director or designee	Procurement Chief or designee
General Counsel or designee	Department/Agency Representative
Public Works Director or designee	

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Engineering & Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8762
www.coj.net

ONE CITY. ONE JACKSONVILLE.

March 27, 2018

TO: Gregory W. Pease
Chief of Procurement

THRU: John P. Pappas, P. E.
Director

FROM: Roy Birbal, CFM
Chief of Public Buildings

SUBJECT: Request to Advertise – Job Order Contracting for Various City Facilities

This is to request GGAC approval to utilize a multi-step process for the procurement of construction services for repair, renovation and remodeling of City owned buildings.

TF/ddh

Attachments - Bid Specifications

xc: David D. Hahn, P. E., Engineer Manager

Department of Finance and Administration
Procurement Division

CITY OF JACKSONVILLE

March 16, 2018

To: Gregory Pease, Chief
Procurement Division

From: Nicholas Zelaya, Business Compliance Officer
Equal Business Opportunity Office

Re: **Job Order Contracting for Various City Owned Facilities**

The Equal Business Opportunity Office has reviewed the scope of work, consulted the using agency, and contacted ready, willing, and available JSEBs.

Based upon our findings, we recommend the following:

- ☐ Encouragement
- ☒ Participation **25%**
- ☐ Set-A-Side

Our outreach efforts are documented and available upon request. Please let us know if you have any questions or concerns.

I can be reached at (904) 255-8833.

cc: Marilyn Laidler

MR /nz

CITY OF JACKSONVILLE
PUBLIC WORKS DEPARTMENT

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR

JOB ORDER CONTRACTING FOR VARIOUS CITY OWNED FACILITIES

BID NO.: CP-XXXX-18
BID DATE: APRIL __, 2018
PROJECT NO.: N/A

A MANDATORY PRE-BID MEETING WILL BE HELD ON TUESDAY, APRIL __, 2018, AT 1:30 P.M. IN THE CONFERENCE ROOM #5, 10TH FLOOR, ED BALL BUILDING, 214 N. HOGAN STREET, JACKSONVILLE, FLORIDA 32202. PROSPECTIVE BIDDERS MUST ATTEND THIS MEETING TO BE ELIGIBLE TO SUBMIT A MULTI-STEP COMPETITIVE SEALED BID.

LENNY CURRY
MAYOR

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DIVISION I

BIDDING REQUIREMENTS

SECTIONS 1 - 9

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INVITATION TO SUBMIT MULTI-STEP COMPETITIVE BID

BID NO: CP-XXXX-18

Notice is hereby given that the City of Jacksonville, Florida, will receive multi-step competitive sealed Bids (separate unpriced technical offering and sealed priced bid) in the Office of the Procurement Division, Ed Ball Building, First Floor, Suite 105, 214 N. Hogan Street, Jacksonville, Florida 32202, until 2:00 P.M. on April __, 2018 for Job Order Contractingfor Various City Owned Facilities .

At that time the unpriced technical offerings will be publicly opened and recorded in the meeting room #110, 1st Floor, Ed Ball Building, 214 N. Hogan Street. The unpriced technical offerings will then be reviewed and evaluated for acceptability (meeting or exceeding the Minimum Requirements of Bidders - See Below)) and all bidders will be notified in writing of the results . At a later date, the sealed priced bids submitted by those bidders whose technical offerings were deemed acceptable, shall be publicly opened, read aloud, and recorded in the meeting room #110, 1st Floor, Ed Ball Building, 214 N. Hogan Street. The sealed priced bids submitted by those bidders whose unpriced technical offerings were not acceptable will not be opened nor considered.

SCOPE OF WORK: Job Order Contracting for Various City Owned Facilities. This will primarily involve repairs to and minor renovations of City owned buildings, including building systems; however, horizontal projects such as paving, sidewalks, drainage and curb cut ramps may also be included.

The line items and unit prices contained in the most current edition of the RS Means Facilities Construction Cost Data (using Jacksonville 322xx as the localizing factor) shall be the basis of unit prices for this contract as adjusted by the bidders coefficient.

Pre-Qualification:
All bidders on this project must be on the approved Pre-Qualified Bidders List Yes __X__ No _____ (See Pre-Qualifying Procedures) with the City of Jacksonville, Procurement Division. Bidding firm must be a licensed general contractor.

Minimum Requirements for Contractors
Contractors must satisfy the following mandatory minimum requirements in order to have their responses evaluated. By submitting a Response, Contractor warrants and represents that it satisfies these requirements. Failure to meet these requirements will result in the Response not being evaluated and being rejected as non-responsive.

a. Bidder must have been in business operations under the same name for the previous five (5)years. (Submit documentation)
b. Bidder must be an active licensed general contractor in the State of Florida under section 489 Florida Statutes. (Submit copy of GC License)
c. Bidder must have bonding capacity of at least $1,000,000. (Submit letter from Bidder's Surety)
d. Bidder must have a financial net worth (assets minus liabilities)of at least $250,000 in each of the past three (3) years. (Submit previous three (3) years audited balance sheets)
e. Bidder must have successfully completed at least three (building interior renovation projects(each in excess of $75,000 in the past three (3) years. (Submit copies of contracts)
f. In accordance with Part 6 of the Purchasing Code and as detailed in the Specifications, this procurement has been designated to be under the Participation Percentage Plan to provide Equal Business Opportunity to certain Jacksonville Small Emerging Businesses certified in the area of: General Construction. Bidder must commit to achieving 25% minimum JSEB participation on the overall contract amount as it may be adjusted from time to time (Submit notarized affidavit affirming same).

A MANDATORY Pre-Bid meeting will be held onTuesday, April XX, 2018 at 1:30 p.m. in conference room #5, 10th Floor, Ed Ball Building, 214 N. Hogan Street, Jacksonville, Florida 32202. Prospective bidders must attend this meeting to be eligible to submit a multi-step competitive sealed bid.

All Bids must be made on the Proposal forms provided, properly executed, and mailed or delivered in accordance with this Notice. **ONE ORIGINAL UNPRICED TECHNICAL PROPOSAL AND ONE ORIGINAL COMPETITIVE BID AND REQUIRED DOCUMENTS SHALL BE SUBMITTED. NO DUPLICATES OR COPIES WILL BE CONSIDERED.**

The City of Jacksonville reserves the right to reject any or all Bids, waive informalities, irregularities or technical defects in any Bid, make award in part or whole with or without cause, and to make the award it deems to be in the best interest of the City of Jacksonville.

Gregory Pease, Chief
Procurement Division

Lenny Curry, Mayor
City of Jacksonville

SECTION 2
INSTRUCTION TO BIDDERS
FOR
THE CITY OF JACKSONVILLE, FLORIDA

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SECTION 2
INSTRUCTION TO BIDDERS
FOR
THE CITY OF JACKSONVILLE, FLORIDA

2.1 CONTRACT DOCUMENTS PROCURABLE

2.1.1 The Contract Documents are on file and may be examined in or purchased in the office of the Procurement Division, Suite 105, Ed Ball Building, 214 N. Hogan Street, Jacksonville, Florida 32202.

2.2 CONTRACT DOCUMENTS

2.2.1 The Contract Documents contain the following component parts:

Plans, Drawings, Specifications, and Addenda
Invitation to Bid
Instruction to Bidders
Equal Business Opportunity Program (if applicable)
Bid Proposal
Impact Proposal (if applicable)
Bid Bond
Contract Agreement
Contract Bonds
General Conditions
Federal Regulations (if applicable)
Special Conditions
City Standard Specifications
City Standard Details

2.2.2 City Standard Details and City Standard Specifications may be obtained from Development Services, 2nd Floor, Ed Ball Building, 214 N. Hogan Street, Suite 2100, Jacksonville, Florida 32202, at a cost of $40.00 for Details and $80.00 for Specifications. Payment for such documents shall be by cash only and is not refundable. Both Details and Specifications should include revisions 1 through 16. Bidders currently possessing these documents, but lacking any of the revisions, may obtain a set of the revisions only from the Engineering Division at a minimal fee.

2.3 BID SECURITY

2.3.1 The Proposal shall be accompanied by Bid security in the form of a Bid Bond executed by the Bidder and a surety company regularly commissioned and currently licensed as a resident or non-resident agent in the State of Florida, or either a certified or cashier's check drawn on any national bank in an amount equal to five percent (5%) of the Bid amount made payable to the City of Jacksonville. Said Bid Security guarantees the Bidder will not withdraw from the competition after opening the Bids and, in the event the Contract is awarded to the Bidder, it will execute the Contract and furnish the required bonds within ten (10) days after notification. If it withdraws or fails to provide the bonds, the Bid Security and all proceeds there from shall become the

property of the CITY as agreed upon, to be fixed as reasonable liquidated damages. In any Contract involving the expenditure of Federal funds, the bond must be written by a Federally approved bonding agency. A copy of the currently approved agencies will be furnished prospective bidders on request from the U. S. Department of Housing and Urban Development (H.U.D.).

Federal funds involved? Yes ☐ No ☒
Bid Security Required? Yes ☒ No ☐

2.4 RETURN OF BID SECURITY

2.4.1 As soon as Bids have been satisfactorily evaluated by the CITY, the Bid Securities accompanying Bids which in the CITY's judgment would not likely be considered for the award may be returned. All other Bid Securities will be held until the award has been made and executed, after which the Bid Securities will be returned to the respective Bidders who tendered same.

2.5 BID PROPOSAL

2.5.1 All Bids must be made on the attached Proposal form. (Bidders are cautioned to make their Proposals on the Proposal form and not in the blank spaces in the Contract Agreement form.) The CITY may reject Bids which are incomplete, conditioned, or obscure; or which contain additions, interlineations, omissions, alterations, or other similar irregularities unless all changes, corrections and erasures, are INITIALED by the same person signing the bid. All blank spaces on the Proposal must be completed or, where permissible, contain the statement "No Bid." All blank spaces shall be filled, and all entries shall either be typed or in ink.

2.5.2 Bids must be properly signed in ink by the Bidder if an individual or by an authorized official or agent when the Bidder is a partnership, firm or corporation. When the Bid is made by a partnership, firm or corporation, the signature must include the firm name and title of the official or person authorized to bind the entity to the Contract. Proof of signature authority, and the names and business addresses of the President, Secretary, and Treasurer of corporations, or principals in partnerships is required.

2.5.3 The Bid, with the accompanying Bid Security, must be enclosed in the envelope provided and be addressed to the City of Jacksonville, Florida. The envelope shall be mailed or delivered to Suite 105, Ed Ball Building, 214 N. Hogan Street, Jacksonville, Florida 32202. The Bid number shall be shown on the OUTSIDE of the envelope. The Bidder shall designate on the Bid blank its official address to which all communications are to be mailed.

2.5.4 Only the amount shown on the appropriate proposal form inside the envelope will be accepted. Changes in the bid amounts

appearing on the bid envelope containing the bid shall not be considered.

2.5.5 In the preparation of the Bid, the BIDDER shall include all additional costs for any shift work that may be necessary in the completion of the project. The auxiliary cost should be for items such as water outages, traffic control officers, night lighting, etc. The above referenced costs shall be included into the items which are construction requiring shift work.

2.6 QUALIFICATIONS OF BIDDERS

2.6.1 The Contract shall only be awarded to a responsible Bidder who is qualified by experience and who is financially capable of doing the work specified. In order to award the Contract, the Bidder must promptly submit the following upon request:

2.6.1.1 Experience record showing training and experience on similar work.

2.6.1.2 A list and brief description of satisfactorily completed similar work, its location and date of completion.

2.6.1.3 Evidence of organization, capital, equipment, and machinery necessary to complete the work within the time limit established.

2.6.1.4 Furnish the name of its surety for Contract Bonds and a statement from the surety or authorized agent of the surety stating the surety will provide Contract Bonds if the Bidder is awarded the Contract for this project.

Required: Yes ☒ No ☐.

2.6.1.5 Where applicable, evidence that the Bidder is legally qualified to contract for and perform the project (see section 20.54, General Conditions).

Required: Yes ☒ No ☐.

2.6.1.6 Where applicable, evidence that Plumbing, Electrical, Mechanical and other contractor or subcontractor are legally qualified to perform work on the project in specialty trades (See Section 20.55, General Conditions).

2.6.1.7 Work requiring the installation of water, sewer and storm drainage systems shall be performed by contractors licensed as underground utility contractors, in accordance with Chapter 489 Florida Statutes.

Required: Yes ☒ No ☐.

2.6.1.8 For work requiring the drilling of potable water wells, the Bidder shall certify that the well driller holds a current permit issued by the Division of Environmental Health, State of Florida.

Required: Yes ☒ No ☐ .

2.7 DISQUALIFICATION OF BIDDER FOR MULTIPLE BIDS OF COLLUSION

2.7.1 If more than one Bid is submitted from an individual, firm, partnership, corporation or association under the same or a different name, none of these bids will be considered. "Reasonable grounds" that a Bidder has an interest in more than one Proposal for the same work shall be sufficient cause for rejection of all Proposals in which such Bidder is believed to be interested. If there is reason to believe collusion exists among Bidders, no participants in such collusion will be considered in this work and in future Proposals for the same work.

2.8 BASIS OF AWARD

2.8.1 The award will be made as specified in the Proposal.

2.8.2 In the event of mathematical errors in the extension of prices or in the addition total for any base bid, unit prices will prevail. The corrected base bid will be used to determine the low qualified Bidder. The award of this contract will establish the CONTRACTOR and the unit prices which are to be used during the life of the contract.

2.8.3 The award will not be made until all necessary investigations have been made as to whether the low Bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the provisions of the contract.

2.9 AWARD OF CONTRACT

2.9.1 Award of the Contract, if it is awarded, shall be made to the lowest responsible Bidder, meeting or exceeding specifications, whose bid is in the best interest of the CITY. However, until the CITY issues a Notice to Proceed with a specific start date, the CITY shall not be liable for any expenses incurred by the CONTRACTOR prior to such start date.

2.10 EXECUTION OF CONTRACT

2.10.1 The Bidder to whom the Contract has been awarded shall sign two (2) original copies of the Contract Agreement and the Contract Bonds in the form herein contained without any additions, deletions, or modifications, and return same to the CITY within ten (10) days after receipt. Failure to execute the Contract Agreement and the Contract Bonds and return of them to the CITY within ten (10) days after receipt, shall be a breach of the Contract and may result in forfeiture of the award by the Bidder and forfeiture of the bid security to the CITY. The award may then be made to the

next lowest responsible bidder or re-advertised as the CITY may elect.

2.11 CONTRACT BONDS

2.11.1 Except as provided in Section 20.45 of the General Conditions, Contract Bonds in the form provided in these Contract Documents will be required in an amount equal to one hundred percent (100%) of the Contract Amount and shall be written with a surety company regularly commissioned and currently licensed as a resident or non-resident agent in the State of Florida. Such surety company must be approved by the CITY'S Division of Insurance and Risk Management. The bonds shall guarantee the faithful performance of this Contract, including delay damage expense, and payment for labor, materials, and supplies used therefore. For a Contract involving Federal funds, the bond must be written by a Federally approved bonding agency. (A copy of bonding agencies currently approved by the Federal Government will be furnished upon request from the U. S. Housing and Urban Development (H.U.D.) Department).

Federal funds involved: Yes ☐ No ☒

2.12 RIGHT RESERVED TO REJECT BIDS

2.12.1 The CITY reserves the right to reject any or all bids, with or without cause.

2.12.2 Bids in which the prices are obviously unbalanced are subject to rejection. The CITY shall not be liable to the CONTRACTOR for failure to reject or notify the Bidder of any unbalanced bid.

2.13 WITHDRAWAL OF BIDS

2.13.1 A bidder may withdraw its Bid without forfeiture of bid security not later than the day and hour set in the advertisement for receiving Bids, "the bid time", by communicating its withdrawal in writing to the CITY at the address given in the Invitation, and the Proposal will be returned to the Bidder unopened. When "the bid time" has passed, no Bidder shall thereafter have a right to withdraw its bid. Subsequent to the opening of Bids, withdrawal will subject the Bidder's Bid Security to forfeiture.

2.14 CONDITIONS IN BIDDER'S PROPOSAL

2.14.1 The Bidder shall not stipulate in its Bid Proposal, or append thereto, any conditions contrary to those contained in the Contract Documents.

2.15 TAXES

2.15.1 Bidders shall include in their bid prices any sales taxes or use taxes which they are required by law to pay. Bidders are reminded, it is the CONTRACTOR'S responsibility to pay all

Florida Sales Taxes that are required to be paid to the State under the subject contract. These taxes, by State law, are not to be set forth as a separate line item. Therefore, the CONTRACTOR shall devise his own method to insure recovery. Additional allowances will not be made for failure to include these required taxes in the proposal.

2.16 LIST OF LICENSED/NON-LICENSED SUBCONTRACTORS AND SHOP FABRICATORS:

2.16.1 Inasmuch as it is unlawful for a person to engage, within the city of Jacksonville, in the business of contracting or act in the capacity of a contractor as provided in Chapter 342, Jacksonville Ordinance Code or Chapter 489, Florida Statutes, without a valid contractor certificate or license, bidders for all capital improvement projects are required, on or before the date and time of bid opening, to furnish, with their bids, the names, addresses and scopes of work to be performed by all subcontractors required to be certified, qualified, or licensed in accordance with Chapter 342 and/or Chapter 489, as either may be revised from time to time. On or before the date and time of bid opening, bidders, if applicable, are required to indicate, as part of their bids, all scopes of work that they intend to self-perform and to provide evidence that they currently hold the required certifications, qualifications, or licensing necessary for all scopes of work to be self-performed. The subcontractors required to be listed under this section shall be listed in the Schedule of Licensed Subcontractors of Appendix C-1, hereof.

2.16.2 The bidder shall furnish, PRIOR TO AWARD, the names, addresses and scopes of work to be performed by all subcontractors and/or shop fabricators that are NOT required to be certified, qualified, or licensed in accordance with chapter 342, Jacksonville Ordinance Code and/or Chapter 489, Florida Statutes. All subcontractors and/or shop fabricators required to be listed under this section shall be listed in the chart provided in Paragraph 2 of Section 3, Appendix C.

2.16.3 All subcontractors and/or shop fabricators listed under the above sections shall not be on the City's Disqualified Vendor's List or the State of Florida's Convicted and/or Suspended Vendors list. In this event, the subcontractor and/or shop fabricator will not be eligible to provide the services or materials for this project. The Contractor will absorb any additional cost incurred for having to select a different subcontractor and/or shop fabricator.

2.17 USE AND REPLACEMENT OF MAJOR SUBCONTRACTORS AND SHOP FABRICATORS:

2.17.1 The successful bidder shall employ the Subcontractors and shop fabricators specified in its bid for the class of work designated under Section 2.16. Modification in any way whatsoever, without the written consent of the City of Jacksonville, will not be permitted.

2.17.2 Consent by the City will be given only in those instances where the bidder presents written evidence that use of the listed Subcontractor or shop fabricator will not be in the best interests of the City.

2.18 PROJECT SITE

2.18.1 The work shall be performed upon property owned, leased, or otherwise under the control of the City of Jacksonville, Florida as shown on the plans or otherwise identified herein.

2.19 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

2.19.1 Bidders shall visit the site and inform themselves of all conditions under which the work is to be performed. They shall familiarize themselves with the nature of the ground, the obstacles which may be encountered, whether shown on the Contract Documents or not, and all other relevant matters concerning the work to be performed.

2.19.2 A CONTRACTOR to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the CONTRACTOR did not inform himself prior to bidding.

2.19.3 Bidders must satisfy themselves by personal examination of the locations of the proposed work, and by such other means as they may prefer, as to the correctness of any quantities listed in the Proposal, and shall not, after submission of a Proposal, either dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature of work to be done, it being understood, in a unit price contract the bid quantities are used for bid purposes only and are subject to adjustment for actual quantities used.

2.19.4 Before submitting a Proposal each Bidder shall examine carefully the complete Contract Documents, including but not limited to: Invitation to Bid, Instructions to Bidders, the Contract Agreements and Bonds, General Conditions, Special Conditions, Specifications, Contract Drawings and all Addenda thereto, all of which contain provisions applicable not only to the successful Bidder but also to any of its Subcontractors.

2.19.5 The successful CONTRACTOR must employ, as far as possible, such methods and means in the carrying out of its work as will not cause any interruption or interference with any other Contractor.

2.19.6 A Bidder is expected to base its bid on materials and equipment which comply fully with the Contract Drawings and Specifications and, in the event it names or includes materials or equipment in its bid which do not conform, it will, if awarded a contract, be responsible for furnishing materials and equipment which do fully conform at no change in its Contract Price.

2.19.7 Bidders Obligation: In the course of preparing bids for the project, the Bidder shall visit the project site, inspect and report any problems, including discrepancies or ambiguities, it may encounter, at the site or in the documents, to the ENGINEER as soon as possible, but not less than ten (10) days prior to time for receipt of bids. The bidder is presumed to have no unanswered questions when it submits its bid.

2.20 INTERPRETATION OF CONTRACT DOCUMENTS

2.20.1 A Bidder who is in doubt as to the true meaning of any part of the Contract Drawings, Specifications or other portions of the Contract Documents, may submit a written request to the ENGINEER for an interpretation. The Bidder submitting the request will be responsible for its prompt delivery. If deemed necessary by the ENGINEER, an interpretation of the Contract Documents will be made by addendum and duly issued or delivered by the ENGINEER to each person who has received a set of such documents. The ENGINEER will not be responsible for any other explanations or interpretations of the Contract Documents.

2.21 ADDENDA

2.21.1 Addenda prepared and issued by the ENGINEER prior to the opening of the bids, for the purpose of changing the intent of the Drawings and Specifications or clarifying the meaning of same, shall be binding in the same way as if written in the Specifications. The Bidder shall acknowledge receipt of addenda in the Proposal. It is also the responsibility of each Bidder to make sure that it has received all addenda.

2.22 STATE AND FEDERAL REGULATIONS:

2.22.1 The CONTRACTOR shall comply with all State and Federal laws, regulations, and codes applicable to the work as well as those of the City of Jacksonville. The CONTRACTOR's attention is directed to the U. S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (DL 91-54).

2.23 NON-DISCRIMINATION IN EMPLOYMENT

2.23.1 By responding to the invitation to Bid on this project and/or executing the Contract on this project, the Bidder certifies that it meets and agrees to comply with Section 126.404 of the Jacksonville Ordinance Code concerning non-discrimination in employment (See Section 20.19 of the General Conditions).

2.24 FEDERALLY ASSISTED CONSTRUCTION PROJECTS

2.24.1 On any project upon which funding is provided by an agency of the United States Government, all regulations applicable thereto including, but not limited to, Title VI of the Civil

Rights Act of 1964 (24 CFR, parts 1 & 2); Title VIII of the Civil Rights Act of 1968 (24 CFR, part 115); Federal Labor Standards Provisions (HUD-4020.1); the Davis-Bacon Act; the Anti-Kickback Act; and the Contract Work Hours Standards Act, shall apply and the Bidder or CONTRACTOR shall conform thereto. If applicable, Section 21 of the General Conditions contains some, but not necessarily all, of Federal Regulations that apply to this project. Bidders are advised to refer to Appendix "B", Section 21, Federal Regulations, of these Specifications, which contains a copy of excerpts from the Federal Register - Section 135, dated June 30, 1994.

Federal funds involved: Yes ☐ No ☒

2.25 MAJOR ITEMS OF EQUIPMENT

2.25.1 For all capital improvement projects, bidders are required, prior to award, to submit a schedule of "Major Items of Equipment" to be furnished and installed as part of this Contract. The Contract Specifications include descriptions of these "Major Items of Equipment" which complies with design requirements. The schedule of "Major Items of Equipment" under this section shall be listed in the chart provided in Paragraph 3 of Section 3, Appendix C.

2.25.2 Prior to award, proposals to furnish major items of equipment other than those specified shall be made only in accordance with Section 2.26 hereof. Following award of the contract, proposals to furnish equipment other than that specified shall be made in accordance with Section 20.16 and/or 20.34 of the General Conditions.

2.26 SUBSTITUTION OF "OR EQUAL" ITEMS

2.26.1 The materials, devices, systems, appliances, or equipment designated in the Contract Documents by a manufacturer's, vendor's, proprietary or trade name; establish a standard of required function, dimensions, appearance and quality to be met. Wherever the designation of such items is not followed by "or equal", it shall be deemed that the words "or equal" do follow such designation. A Bidder may propose the substitution of items equalling or bettering the standards of those specified, upon submission to the ENGINEER, not less than 10 days prior to the date for receipt of Bids, of complete information on the proposed substitute including its name, manufacturer, drawings, cut-sheets, performance, test data, and any other information required by the ENGINEER for evaluation of the proposed substitute.

2.26.2 Approval, if granted, by the ENGINEER of a proposed substitute shall be in the form of an Addendum issued to all prospective bidders. Whenever a bidder proposes to furnish an approved substitute, it shall be responsible for and include in its base bid the cost of making all adjustments to accommodate the substitute including, but not limited to, structural elements, auxiliary equipment, piling, electrical, mechanical and control systems; which are required to provide a complete satisfactory operating installation of the

substitute item. Approval of the substitute item shall be in the sole discretion of the ENGINEER upon its finding that it conforms to all structural, architectural, mechanical, electrical and other design criteria as well as required operating performance characteristics. Failure of the ENGINEER to complete the review and evaluation of a proposed substitute in time to issue an addendum prior to the receipt of Bids shall not authorize any Bidder to include such substitute in a Bid nor shall it be the basis of a protest by a Bidder.

2.26.3 No substitute or "or equal" item which has not been previously approved as required by Section 2.26.1, shall be included in the proposal. If, regardless of the above prohibition, a non-approved substitute item is shown on the proposal, it shall be disregarded in consideration of award, and if an award is made to such Bidder, the Bidder shall furnish the item as specified with no change in Bid price notwithstanding the substitute shown on the proposal.

2.26.4 Following the award of a contract, substitution of any item from that specified or approved prior to receipt of bid, shall be requested in accordance with Section 20.16 and/or 20.34 of the General Conditions.

2.27 CONFLICT OF INTEREST

2.27.1 Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses and their children. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to those prohibitions including one where business is awarded under a system of sealed competitive bidding; the public official has exerted no influence in bid negotiations and specifications; AND where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his/her spouse's or child's interest and the nature of the intended business. Further, Section 126.110 of the Purchasing Code also requires such disclosure. That disclosure must be made by executing the Conflict of Interest form contained herein.

2.27.2 A bidder's failure to comply with Florida Statutes shall cause rejection of its bid. Any question as to applicability or interpretation of Florida Statutes should be pursued by the bidder with the State of Florida, Commission of Ethics, Tallahassee, Florida.

2.28 PUBLIC ENTITY CRIME STATEMENT

A person or affiliate who has been placed on the State of Florida 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 for a period of 36 months from the date of being placed on the convicted vendor list.

2.29 FORMS TO BE RETURNED

2.29.1 The "Conflict of Interest Certificate" as provided in Appendix "F", properly filled out and authenticated as required should be returned with the bid proposal. Failure to execute this form prior to the Recommendation of Award will make the bid non-responsive and provide a basis for rejection.

2.29.2 The Letter of Intent, as provided in Section 3, Appendix I hereto shall be filled out, authenticated as required, and may be submitted at the time of the scheduled bid opening or must be submitted within 48 hours after the scheduled bid opening to the Equal Business Opportunity/Contract Complaince, 214 N. Hogan Street, STE 800, Jacksonville, FL 32202. The Schedule of Subcontractor/Subconsultant Participation and the Letter of Intent must match and be identical. Failure to submit the letter of intent within 48 hours of the scheduled bid opening will make the bid non-responsive and will be cause for rejection.

2.29.3 If this project has been selected to use the Percentage Participation Plan, see Section 2.31.2(a). See Section 5 for additional information that may be required to be submitted with bid proposal to document "good faith effort".

2.30 VOLUNTARY PARTNERING

2.30.1 After an award and prior to the preconstruction conference, either the CITY or CONTRACTOR may request the other to partner on this project. The objective of partnering is to establish a partnership charter and action plan between the CITY and the CONTRACTOR to identify and achieve reciprocal goals. This partnership will not change the legal relationship of the parties to the Contract nor relieve either party from any of the terms of the Contract. This partnership will be bilateral in make up and only if participation is approved by both parties. Any cost associated with developing this partnership must be agreed to by both parties and will be shared equally.

2.30.2 If both the CITY and CONTRACTOR agree to partnering, the Chief of the Engineering Division and the CONTRACTOR'S Project Manager will meet and plan a partnering development seminar/team building workshop. At this planning session, arrangements will be made to determine workshop attendees, agenda, duration, location and facilitator, if needed. Participants should include the ENGINEER and key project personnel, and the CONTRACTOR'S Project Manager and key project personnel. The project Design Engineer, key local government personnel, representatives of Subcontractor utilities, representatives of regulatory agencies and others,

may also be invited to attend as necessary. Management personnel consisting of the Director-level head of the CITY'S using agency and a Corporate Officer or other person representing ownership of the CONTRACTOR shall also participate in the partnering workshop and its implementation.

2.30.3 Follow-up workshops may be held periodically throughout the duration of the Contract as agreed to by the CITY and the CONTRACTOR.

2.31 JACKSONVILLE SMALL EMERGING BUSINESS ("JSEB") PROGRAM

Certain projects are designated to be included in the Jacksonville Small Emerging Business Program ("JSEB") established by Ordinance Code 2004-602; projects are so designated in Section 2.31.1 below.

2.31.1 This project has been selected to utilize the following method for achieving JSEB utilization and goals under the Jacksonville Small Emerging Business Program:

a. The Participation Percentage Plan ☒
(See Section 5 of Contract Documents)

b. The Set Aside Plan ☐
(See Section 6 of Contract Documents)

c. The Encouragement Plan ☐
(See Section 7 of Contract Documents)

2.31.2 In order to be qualified as participants in the Equal Business Opportunity Program, contractors, subcontractors, suppliers, and other business entities, including joint ventures, must have been previously certified by the CITY in accordance with Ordinance Number 2004-602.

JOB ORDER CONTRACTING FOR VARIOUS CITY OWNED FACILITIES
SECTION 3
PROPOSAL

PROJECT NO.

BID NO.: CP-XXXX-18

BID DATE: April __, 2018
2:00 P.M.

TO: THE CITY OF JACKSONVILLE, FLORIDA

FROM:_____

In accordance with the Invitation to Bid to perform Job Order Contracting for Various City Owned Facilities for the City of Jacksonville, Florida, subject to the Specifications, Standard Specifications and Details, Addenda thereto, if any, all of which are made a part of this Proposal, the undersigned proposes to perform Job Order Contracting For Various City Owned Facilities at the Bid Coefficients as follows:

BID COEFFICIENT "A" {STANDARD WORK HOURS: _____
(Standard Work Hours are 6:00 AM -6:00 PM
Monday through Friday except City Holidays)

BID COEFFICIENT "B" (NON-STANDARD WORK HOURS: _____
(Non-Standard Work Hours are any time other
than Standard Work Hours)

A. PROPOSAL SCHEDULE

A Bidder must provide a Bid Coefficient on each line item listed above. All entries in the entire Proposal must be made clearly in ink.

B. BASIS OF AWARD

The project may be awarded to the lowest responsive, responsible Bidder who submits the lowest Total Composite Bid Coefficient. Specific projects awarded under this contract will be contingent the availability of funds within the project's approved budget. The CITY has the right to reject any or all bids.

The Total Composite Bid Coefficient shall be calculated as follows:

DESCRIPTION	BID COEFFICIENT	WEIGHT	EVALUATION BID COEFFICIENT
BID COEFFICIENT "A"	_____	0.80	_____
BID COEFFICIENT "B"	_____	0.20	_____

TOTAL COMPOSITE BID COEFFICIENT (A+B): _____

For purposes of comparison of the bid coefficients listed above, Bid Coefficient "A". for standard work hours will be multiplied by 80%, or 0.80; and Bid Coefficient "B" for non-standard work hours will be multiplied by 20%. The total of these percentages of the bid coefficients shall form the basis of comparison of proposers' bid coefficients. **"Evaluation for award purposes shall be based on the lowest total composite bid coefficient." However, the bid coefficient applied to each job order shall be the actual bid coefficient proposed for each classification of job order (standard vs. non-standard hours).**

The bid coefficients are to remain unchanged throughout the life of the contract, which includes the initial contract term and all renewal options periods. Economic adjustments to unit prices shall be accomplished through the use of the most current edition of the RS Means Facilities Construction Cost data, including annual and quarterly updates.

C. REVISIONS OF BID PROPOSAL FORM

Request for revision of the Bid Proposal Form must be made to the ENGINEER at least three (3) days prior to date of opening of Bids. Revision of the Bid Proposal by the Bidder will void the Bid.

D. CONTRACT EXPIRATION DATE

The initial Contract expiration date shall be two (2) years from the execution date of the initial contract.

Upon satisfactory completion by CONTRACTOR of the initial two (2) year period, this contract may be extended up to three (3) additional one (1) year periods, at the same contract terms and conditions, upon mutual agreement by both the CONTRACTOR and the CITY

E. BID CHANGES

No changes in the amount of Bids appearing on the outside of Bids will be considered. Only the amounts shown on bidding documents inside the envelope will be considered. All changes, corrections and erasures must be initialed by the person signing the bid.

F. CONSTRUCTION COMPLETION

Each job order will be initiated by the issuance of a separate City Purchase Order for each job order. Each Purchase Order shall contain the deadline for the construction completion of each job order.

G. BID SECURITY

If Bid Security is required for this project, a Certified Check on _____ (or) Cashier's Check on _____ (or) Bid Bond properly executed by the undersigned and by qualified surety in the sum of Fifty Thousand Dollars($50,000) made payable to the Tax Collector, City of Jacksonville, Florida, which the undersigned Bidder hereby deposits as a guarantee of good faith and which it agrees to forfeit to the CITY of Jacksonville, not as a penalty, but as fixed and liquidated damages in the event it fails to enter into Contract, or fail to furnish the contract bond required in accordance with the Special Conditions within ten (10) days after receipt of the contract.

H. SUBMITTAL STATEMENT

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other entity bidding on this work.

The undersigned Bidder has examined and read (cover to cover) all Drawings, Specifications, General and Special Conditions, and other Contract Documents, and all Addenda thereto; and is acquainted with and

fully understands the extent and character of the work covered by this Proposal and the specified requirements, for the proposed work.

The undersigned Bidder certifies that no officer or agent of the CITY will directly or indirectly benefit from this bid.

The undersigned Bidder acknowledges and understands that the initial contract amount will be $2,000,000. However, there is no guaranteed issuance of Job Orders, no guaranteed minimum Job Order dollar amount, and there is no guarantee that the CITY will issue Job Orders up to the maximum allowable contract amount, if Job Orders are issued at all.

The undersigned Bidder states that this Proposal is made in conformity with the Contract Documents, and agrees that in case of any discrepancy or differences between its Proposal and the Contract Documents, the provisions of the latter shall prevail.

The undersigned Bidder certifies that it has carefully examined the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the CITY against any cost, damage or expense which may be incurred or caused by any error in the Bidder's preparation of same.

The undersigned Bidder states that all applicable taxes are included in the unit prices or Lump Sum Bid and acknowledges this project is not exempt from the State or Local Sales or Use taxes, and payment of such taxes is the responsibility of the Bidder.

The undersigned Bidder certifies that it has reviewed the provisions of the Jacksonville Ethics Code contained in Chapter 602, Jacksonville Ordinance Code, and the provisions of the purchasing Code contained in Chapter 126, Jacksonville Ordinance Code.

The undersigned Bidder agrees to keep its bid in effect for **120** calendar days after the Bid Opening date to allow the CITY time to award the bid, should it be awarded, and time to prepare and execute the contract (or issue the purchase). This time period begins at the time bids are opened and ends upon the issuance of Notice to Proceed (NTP) by the CITY. The bid prices shall remain in effect throughout the life of the Contract. Failure of the CITY to issue NTP within the specified time period shall allow Bidder to withdraw its Bid and terminate its contract without penalty or forfeiture of Bid Bond. Failure of the CITY to issue NTP within the specified time period shall not entitle Bidder to an adjustment of its Bid prices, unless mutually agreeable by the CITY.

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The undersigned Bidder certifies, under penalty of perjury and contract rescission, that it has all required licenses to perform the work required to fulfill the terms of the contract resulting from a successful bid. Furthermore, the undersigned Bidder affirms that all subcontractors requiring to be licensed are listed in Appendix "C" and are properly licensed to perform work on their respective portions of this project. The successful bidder will be required to sign an affidavit in accordance with the above provision prior to award of the project.

PRESIDENT	NAME OF BIDDER
SECRETARY	SIGNATURE AND TITLE
TREASURER	BUSINESS TELEPHONE
	EMERGENCY TELEPHONE
If Corporation, Affix Corporate Seal	BUSINESS ADDRESS
	CITY
	STATE AND ZIP CODE

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APPENDIX A - QUANTITIES

It is understood that the quantities set forth in the Proposal Form are calculated estimates, and that payment will be made only upon the actual quantities of work complete in place, measured as defined in the Contract Documents. It is the Bidder's responsibility to verify the scope and quantity of work included in lump sum bid items. No Adjustment in a lump sum bid price will be allowed for errors in quantity tabulations unless there is a change in the defined scope of work after receipt of the bids.

It is anticipated that the quantities set forth in the Bid Proposal Form are reasonable and will not be exceeded. During the bid process, any Bidder finding a discrepancy larger than 10% of the estimated quantity shall bring the discrepancy to the attention of the ENGINEER. The quantity estimated will be checked and if found in error, an addendum will be published and distributed to all Bidders. Notwithstanding the foregoing, however, if during construction any quantity is exceeded, the overrun must be approved by the ENGINEER prior to proceeding with work to incorporate the item in the construction. No change order for this additional work will be required other than a final change order for the amount installed, except when any one pay item is exceeded by more than 20% of the quantity listed or when the total amount of all overruns exceeds $50,000. If any one of said quantities is adjusted greater than twenty percent (20%), then the unit price is subject to negotiation.

It is expressly understood and agreed that the foregoing Total Bid(s) is/are the basis for establishing the amount of the Bid Security and is not to be construed to be a Lump Sum Proposal.

APPENDIX B - OFF-HOURS WORK

Off-hours work as provided in Section 20.3.4 of the General Conditions is ( ) or is not (X) anticipated. (Attach schedule of off-hours work if anticipated.)

APPENDIX C - LIST OF ALL SUBCONTRACTORS AND SHOP FABRICATORS

For all bids, the Bidder expressly agrees that:

1. In accordance with section 2.16.1, hereof, as part of its bid submission in response to this solicitation, each bidder must complete the following Schedule of Licensed Subcontractors by providing the company name, license number, and phone number of the subcontractor(s) it intends to utilize to perform the scopes of work listed below that are applicable to the project in question (attach additional sheets if necessary).

SCHEDULE OF LICENSED SUBCONTRACTORS

Scope of Work	* Self-Perform / License No.	Subcontractor's Company Name	License No.	Phone No.
Underground Utility				
Electrical				
Plumbing				
Mechanical				
Sheet metal				
Roofing				
Structural Welding				

Carpentry				
Pool/Spa				
Irrigation Installation				
Non-structural Siding				
Water Treatment Equip.				
Natural Gas Specialty				
Non-electrical Signage				

* To the extent applicable, bidders are required to indicate, as part of completing the above schedule, all scopes of work that they intend to self-perform and to provide their license numbers to evidence that they currently hold the required certifications, qualifications, or licensing necessary to self-perform the same (see § 489.131, Florida Statutes).

2. In accordance with section 2.16.2, hereof, bidder hereby furnishes the names, addresses and the scopes of work to be performed by the following listed subcontractors and/or shop fabricators, that are NOT required to be certified, qualified, or licensed in accordance with chapter 342, Jacksonville Ordinance Code and/or Chapter 489, Florida Statutes, for their respective scope(s) of work which shall: (i) list ALL subcontractors and shop fabricators for each of their respective scope(s) of work; and (ii) certify that each listed subcontractor and shop fabricator is financially responsible, properly licensed and insured, experienced and qualified to perform their respective scope(s) of work necessary to construct the project in question in a good and workmanlike manner. (Attach additional sheets if necessary)

SCHEDULE OF NON-LICENSED SUBCONTRACTORS & SHOP FABRICATORS

Scope of Work	Subcontractor's and/or Shop Fabricator Company Name	Phone No.	Address

3. In accordance with section 2.25.1, hereof, bidder hereby furnishes the following schedule of Major Items of Equipment to be furnished and installed. (Attach additional sheets if necessary)

SCHEDULE OF MAJOR ITEMS OF EQUIPMENT

Item	Manufacturer	Description

APPENDIX D - ADDENDA ACKNOWLEDGMENT

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: _____ Acknowledged By: _____

Addendum No. 2 Date: _____ Acknowledged By: _____

Addendum No. 3 Date: _____ Acknowledged By: _____

Addendum No. 4 Date: _____ Acknowledged By: _____

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APPENDIX E - TRENCH SAFETY ACT ACKNOWLEDGMENT

If this project involves trench excavations which will exceed a depth of five (5) feet, pursuant to Chapter 90-96, Laws of Florida, the requirements of the Florida Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of this project.

The undersigned Bidder acknowledges that included in the various items of the proposal and in the total bid price are costs for complying with the Florida Trench Safety Act. The Bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF,SY)	Quantity	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					
E.					
				TOTAL	

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

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Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City of independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

_____ Signature

_____ Company Name

_____ Name of Official (type or print)

_____ Business Address

_____ City, State, Zip Code

SECTION II

I hereby certify that the following named City officials(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title of Position	Date of Filing

_____ Signature

_____ Company Name

_____ Name of Official (type or print)

_____ Business Address

_____ City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position or Relationship with Bidder _____

_____

GB Form 105 (revised 1/2013)

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Appendix H

SCHEDULE OF JSEB SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

NAME OF BIDDER _____

PROJECT TITLE _____

BID NUMBER _____ TOTAL BASE BID AMOUNT _____

***Please list all JSEBs**

NAME OF SUB FIRM	ADDRESS OF FIRM	TYPE OF SUB (if certified)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2004-602, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature: _____ Title: _____ Date: _____
Signature of Prime Contractor

Print Name: _____

Attach additional list of subcontractors/subconsultants as needed

FORM 1

Appendix I

LETTER OF INTENT

TO PERFORM AS A SUPPLIER/CONSULTANT/SUBCONTRACTOR and **to be utilized by JSEBs only**

_____

(Name of JSEB Supplier/Consultant/Subcontractor)

NAME OF PROJECT _____ BID NO _____

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work stated below. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

***Scope of Work**	***Total Price of work to be performed or materials to be supplied including Sales Tax**
_____	_____
_____	

_____ _____ _____

Signature of JSEB Supplier/Consultant/ Subcontractor | Title | Date

*Scope of Work and Price are covered under Base Bid only.

Total price must be filled in on this form in order for participation to be considered valid. This form must be used for Letter of Intent.

FORM 2

Appendix J

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Appendix K

NO BID FORM

Bid # __-0_____-18

UNABLE TO SUBMIT A BID? WE SINCERELY HOPE THIS IS NOT THE CASE.

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

City of Jacksonville
Procurement Division
214 North Hogan St, Ste #105
Jacksonville, Florida 32202

We are unable to submit a bid at this time due to the following reason(s):

- ❑ Insufficient time to respond
- ❑ Conflicts with production schedule
- ❑ Don't meet minimum requirements
- ❑ Do not offer these commodities/svcs
- ❑ Unable to meet bond requirements
- ❑ Other (please state below)

_____

_____

_____

Suggestions: _____

_____

Company Name: _____

Signature & Title: _____

Street: _____

City: _____ State: _____ Zip: _____ Phone: _____

PLEASE SUBMIT THIS FORM ONLY; DO NOT SEND BACK THE BID PACKAGE

SECTION 4

Full and Fair Consideration of Ex-Offenders For Awarded Contractor

4.1 POLICY

It is the policy of the City of Jacksonville that the rehabilitation of ex-offenders is an essential component in a community fight against criminal activity; the hiring of ex-offenders into fair paying jobs helps restore the economic stability of ex-offenders, perpetuates their rehabilitation, reduces recidivism and contributes to a community crime free environment; providing consideration and opportunities to ex-offenders with companies doing business with the City of Jacksonville can be accomplished without compromising the security of the businesses, or the City and its citizens, and without unnecessarily depriving others of opportunities; and that the City of Jacksonville should take a leading role in the rehabilitation of ex-offenders, and has done so through the City's third-party service provider ex-offender re-entry programs that provide job training and/or job placement services to Ex-Offenders.

4.2 DEFINITIONS

For the purpose of this Section, the following definitions apply:

(1) *City Ex-Offender Program Providers* shall collectively mean the Jacksonville Sheriff's Office Jacksonville Re-Entry Center and any entity under contract with the City to provide job training and/or job placement services to Ex-Offenders.

(2) *Contractor* for purposes of this Section only shall mean a person or entity awarded a City contract in the amount of $200,000 or greater.

(3) *Ex-Offender* means a person who has pled guilty, no contest or nolo contendere to a felony offense; or has been found guilty of a felony offense by a judge or jury; regardless of adjudication of guilt.

(4) *Ex-Offender Program Provider* shall mean the Jacksonville Sheriff's Office Jacksonville Re-Entry Center, any entity under contract with the City to provide job training and/or job placement services to Ex-Offenders, or any other entity that specializes in job training and/or job placement services for Ex-Offenders.

4.3 CONSIDERATION FOR AWARD

No contract for construction, remediation or capital improvement in an amount of $200,000 or greater shall be awarded unless the responding bidder agrees in writing, by submission of its bid, including FORM 4A, to fully comply with Section 4 requirements as outlined herein. **Failure to submit the referenced FORM 4A at the time of bid submission may be grounds for determining a bid submission as non-responsive bid(s). The City reserves the right to reject any/all bids. A contractor complies with this section by indicating its intent on FORM 4A to provide full and fair consideration for ex-offenders who seek employment. A contractor is not required to actually employ an ex-offender at the time it bids for or is awarded a contract, subject to this policy.**

4.4 COMPLIANCE WITH THIS SECTION

Each awarded contractor will be required to report on its compliance with this section via a notarized Compliance Report to be submitted by the Contractor at the time of submission of progress payments.

And shall include the following information:

(i) The number of Ex-Offenders hired and currently working, or an explanation as to why no Ex-Offenders have been hired;

(ii) The number of Ex-Offenders interviewed for employment under the project;

(iii) An explanation as to why any Ex-Offender who applied for employment was refused employment;

(iv) Whether the Contractor maintains an employment policy that Ex-Offenders will be given full and fair consideration in employment;

(v) Whether the Contractor indicates on recruitment literature that Ex-Offenders will be given full and fair consideration in employment by the Contractor;

(vi) Whether a job opening under the project was available during the reporting period; and

(vii) Statement from the Contractor that the Contractor has contacted an Ex-Offender Program Provider no later than 30 days after the issuance of a notice to proceed under the project to obtain information regarding available Ex-Offenders for employment.

Additionally, each awarded Contractor must agree to do the following during the contracted period:

(1) Identify potential job opportunities under the project that may be available for Ex-Offenders after contract award;

(2) Consider for job placement after contract award at least one otherwise qualified Ex-Offender, to the extent a job opportunity is available under the project and an otherwise qualified Ex-Offender has applied for such job;

(3) Assist the City in addressing the goal of securing employment for Ex-Offenders by complying with the City's Procurement Rules Regarding Ex-Offenders, as may be amended.

Nothing in this Section 4.4 creates any cause of action by an individual or ex-offender against the City or the contractor for failure to hire. Nothing in this Section 4.4 requires a contractor to retain an ex-offender in employment for any definite length of time. However, a contractor should give consideration to ex-offenders pursuant to this section for replacement of personnel and or additional personnel.

4.5 NON-COMPLIANCE

If an awarded contractor fails to comply with the requirement of this section, the City may withhold payment due under the contract until the awarded contractor complies with Section 4.4. Upon determination by the City that an awarded contractor is not in compliance with this section, the awarded contractor will receive written notice of such non-compliance, and the awarded contractor will be required to reply to the Notice of Non-Compliance within ten (10) days. The written response must include the required documentation to show full compliance as specified in Section 4.4 herein. **Failure to comply with the section and/or failure to respond to the Notice of Non-Compliance may result in, but not be limited to, withholding of payment(s), breach of contract, cancellation of contract, filing against performance bond(s) and disciplinary action, including contractor debarment, in accordance with Chapter 126, specifically Section 126.201(l). In the event a dispute arises as to whether the contractor has complied with Section 4.4, the Contract Administration Section of the Public Works Department shall engage the Office of the Ombudsman of the Finance and Administration Department to rule whether the contractor has complied. Such determination shall be made within (30) days from receipt by the Office of the Ombudsman. During the period of any contest or dispute, the contractor shall otherwise continue to perform under the contract.**

<u>FORM 4A</u> — Acknowledgement/Commitment Form
Full and Fair Consideration of Ex-Offenders For
Awarded Contractor Direct Hiring

The bidder agrees to cooperate with the City of Jacksonville in addressing the goal of increasing public safety, reducing recidivism and securing employment for ex-offenders by affixing its signature below and by submission of a bid response. The bidder need not actually employ an ex-offender at the time of submitting its bid, but agrees to comply with Section 4 if awarded the contract. **Failure to submit signed FORM 4A at the time of bid submission may be grounds for determining a bid submission as "non-responsive," resulting in rejection of non-responsive bid(s). The City reserves the right to reject any/all bids.**

Bidder, by signing below, agrees to fully comply with Section 4 of the Bid Specification and do the following during the contract award term:

(1) Identify potential job opportunities under the project that may be available for Ex-Offenders after contract award;

(2) Consider for job placement after contract award at least one otherwise qualified Ex-Offender, to the extent a job opportunity is available under the project and an otherwise qualified Ex-Offender has applied for such job;

(3) Execute a notarized compliance tally report ("Compliance Report") at the time of submission of progress payment(s) on such Contractor's employment practices and experience during the project with respect to the hiring of Ex-Offenders that includes the following information: (i) the number of Ex-Offenders hired and currently working, or an explanation as to why no Ex-Offenders have been hired; (ii) the number of Ex-Offenders interviewed for employment under the project; (iii) an explanation as to why any Ex-Offender who applied for employment was refused employment; (iv) whether the Contractor maintains an employment policy that Ex-Offenders will be given full and fair consideration in employment; (v) whether the Contractor indicates on recruitment literature that Ex-Offenders will be given full and fair consideration in employment by the Contractor; (vi) whether a job opening under the project was available during the reporting period; and (vii) a statement from the Contractor that the Contractor has contacted an Ex-Offender Program Provider no later than 30 days after the issuance of a notice to proceed under the project to obtain information regarding available Ex-Offenders for employment; and

(4) Assist the City in addressing the goal of securing employment for Ex-Offenders by complying with the City's Procurement Rules Regarding Ex-Offenders, as may be amended.

After the award of contracts, failure of the awarded contractor to comply with this policy on providing full and fair consideration to ex-offenders for employment may result in the City exercising its remedies under Section 4.5.

_____ _____
Name of Bidder Project Name and Bid Number

_____
Authorized Signature and Title

_____
Printed Name

_____
Date

COMPLIANCE REPORT

Full and Fair Consideration of Ex-Offenders For Awarded Contractor
***Submitted with Progress Payments**
This form must be notarized

_____
Date

_____
Project Name and Bid Number

_____
Name of Contractor

_____
Authorized Signature and Title

_____
Printed Name

By submission of this report, it is attested that the efforts below have been utilized in providing full and fair consideration to ex-offenders in the hiring practices of the above named contractor in support of and in compliance with Section 4 of the project specifications/contract.

Please review the following and respond accordingly, if applicable.

(i) The number of Ex-Offenders hired and currently working, or an explanation as to why no Ex-Offenders have been hired. **Number Hired:**_____
(As to number hired, satisfactory evidence must be provided and attached to this compliance report of the hire; e.g. Contractor's payroll information and other information obtained from the Florida Department of Corrections website.)

If None Hired Why?_____

_____

(ii) The number of Ex-Offenders interviewed for employment under the project. _____

(iii) An explanation as to why any Ex-Offender who applied for employment was refused employment.

_____

_____

(iv) Whether the Contractor maintains an employment policy that Ex-Offenders will be given full and fair consideration in employment. Yes/No

(v) Whether the Contractor indicates on recruitment literature that Ex-Offenders will be given full and fair consideration in employment by the Contractor. Yes/No

(vi) Whether a job opening under the project was available during the reporting Period. Yes/No

(vii) A statement from the Contractor that the Contractor has contacted an Ex-Offender Program Provider (State provider name) no later than 30 days after the issuance of a notice to proceed under the project to obtain information regarding available Ex-Offenders for employment._____

_____

_____

_____

(This statement is mandatory)

If necessary, on a separate attachment, provide an explanation as to why no ex-offenders have been hired, including but not limited to, identifying any safety or security considerations, issues related to bonding or insurance, as applicable, whether any ex-offenders applied for employment, efforts made to recruit ex-offenders for employment and any specific impediments encountered that prevented ex-offenders from being hired.

Sworn to before me this _____ day of _____, 20__ by _____
(Name of affiant)

He/She is personally known to me or has produced_____
as identification.

_____
Signature of Notary

_____ _____
Notary's Printed Name Expiration of Notary's Commission

Affix Seal Here:

SECTION 5
EQUAL BUSINESS OPPORTUNITY PROGRAM
PARTICIPATION PERCENTAGE PLAN FOR
JACKSONVILLE SMALL AND EMERGING BUSINESSES

A. POLICY

Pursuant to Part 6 of Chapter 126, Jacksonville Ordinance Code, the City of Jacksonville encourages the utilization and participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regard to enhancing participation of JSEBs in all areas of procurement.

Please be advised that, in order to be counted toward meeting the participation percentage goal defined herein, all JSEBs shall be certified by the City in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code, AT THE TIME OF BID OPENING.

In the event bidders are unable to obtain bids from JSEB subcontractors that equal or exceed the percentage established in the participation goals, or otherwise desire to demonstrate "good faith" efforts performed in their attempt to meet the participation percentage goal, whether or not said goal is met, they shall, at a minimum, **submit at the time of bid opening** a Notice of Intent to Submit a Good Faith Effort Statement.

As a supplement to a Notice of Intent to Submit a Good Faith Effort Statement, the bidder, **within 48 hours after the scheduled bid opening**, shall submit to the Chief of Buying & Administration Division its Good Faith Effort Statement and all documentation in support of the same, as outlined in the Good Faith Efforts categories of Section J, herein. Failure to submit the Good Faith Effort Statement and supporting documentation within 48 hours after the scheduled bid opening: (i) shall constitute a waiver of any right to have the same considered; and (ii) may result in the bid in question being rejected as non-responsive.

B. JSEB OBLIGATION

Bidders are required to make all efforts reasonably possible to ensure that JSEBs have a full and fair opportunity to compete for performance on this project. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

C. ELIGIBILITY

1. To be considered eligible for contract award, the Contractor shall include with the bid/proposal an original Form 1(Schedule of Subcontractor/Subconsultant Participation), showing:

a. Total percentage of JSEB work or procurement that the Prime Contractor intends to award;

b. The identification of the JSEB as being a subcontractor, service organization, manufacturer, or supplier;

2. In addition, each certified JSEB must submit to the prime contractor a Letter of Intent **(see Section 3 of specification documents)** to perform a specific task related to the project for which he or she is licensed to perform and has been certified by the City in that category. The Letter of Intent must include the JSEB subcontractor's name, the scope of work to be performed, and the dollar value of the work to be performed by the JSEB (the information contained in the Letters of Intent must reflect the information contained in the bidder's Schedule of Subcontractor/Subconsultant Participation). **Copies (or faxes) of the original Letters of Intent signed by the JSEB subcontractors or suppliers may be submitted at the time of the scheduled bid opening but must be submitted within 48 hours after the scheduled bid opening to the EBO Office, 214 North Hogan Street, Suite 800, Jacksonville, FL 32202.** Failure to submit the Letter(s) of Intent within 48 hours after the scheduled bid opening may result in the bid in question being rejected as non-responsive.

   a. All JSEBs must be subcontracted in the area that they are licensed and certified, in accordance with the requirements of Part 6, Chapter 126, Jacksonville Ordinance Code.

D. COMPLIANCE

All bidders or subcontractors participating in this project are hereby notified that failure to fully comply with the City's JSEB policy as set forth herein shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Owner. Such penalties as outlined in Section 126.201, Jacksonville Ordinance Code, **will apply.**

E. PARTICIPATION GOALS

The following goals apply to this contract and submissions of a bid by a prospective contractor shall constitute full acceptance of all conditions outlined in the bid documents, Chapter 126, Jacksonville Ordinance Code, and the prospective contractor's bid proposal.

The attainment of JSEB participation goals established for this contract will be: (i) based upon JSEBs certified by the City AT THE TIME OF BID OPENING in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code; and (ii) measured as a percentage of the total dollar value of the contract or, in the case of alternates, the percentage is calculated on the base bid for the purpose of the award; however, the contractor is expected to make every attempt to meet or

exceed the stated goals when the alternates are awarded. The goal established for this contract is:

25% PERCENT TO BE PERFORMED BY CITY CERTIFIED JSEBs AT THE TIME OF BID OPENING (ANY COMBINATION)

F. CONTRACT AWARD

The City proposes to award the contract to the responsive, responsible bidder submitting a reasonable bid, provided: (i) the bidder has met the goals for JSEB participation; or (ii) if unable to meet the goals, the bidder has timely submitted an acceptable Good Faith Effort Statement and supporting documentation that demonstrates, pursuant to Part 6 of Chapter 126, Jacksonville, Ordinance Code, a sufficient attempt to meet the JSEB participation goals as established herein. Bidders are advised that the City has sole discretion and authority to determine if any bidder has made a "Good Faith Effort." The City reserves the right to reject any or all bids submitted. The City will have discretion to reject any bid or exclude a prospective bidder from submitting a bid who has been non-responsive to JSEB program requirements without satisfactory justification accepted by the Chief of Procurement. Rejections hereunder may be timely protested pursuant to the city's Procurement Protest Procedures, a copy of which is included as part of these bid documents.

G. SUBCONTRACT CLAUSE

1. All bidders hereby agree to incorporate the JSEB participation, policy, goals, conditions and instructions in all agreements that offer JSEB participation subcontracting opportunities.

2. If a change order presents further subcontracting opportunity beyond current subcontracting, the prime contractor shall make positive efforts to further include JSEB participation.

3. The JSEB prime contractor shall perform at least 25% of the total amount of the work to be performed under this Contract with its own workforce. Subletting of any Work under this Contract shall not relieve the JSEB prime contractor of its full responsibility for the proper and timely performance and for its selection of Subcontractor (s).

H. POST AWARD REQUIREMENTS

After the award of the contract, failure on the part of the successful contractor to subcontract with JSEBs at a percentage level equal to or higher than stated on Form 1, may put the contractor in violation and is subject to penalties outlined in Chapter 126, Jacksonville Ordinance Code.

I. PAYMENT OF SUBCONTRACTORS

Prime contractors shall certify in writing that ALL subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) as a condition precedent to prior to receipt of any further progress payments. Prime contractor shall have a continuing obligation to pay all subcontractors and suppliers equal to the amount of work and materials furnished on this project at the direction of the prime contractor and for which amount prime contractor includes in its request or application for payment that it submits to the city in order to induce payment for the same; otherwise, within 10 business days after receiving written notice from the city, prime contractor shall return to the city any and all amounts it has been paid by the city that prime contractor failed to pay its subcontractors or suppliers in contradiction to information contained in a corresponding request or application for payment submitted by prime contractor. Additionally, failure to comply with the requirements of this section may result in penalties imposed upon prime contractor, including without limitation those outlined in Chapter 126, Jacksonville Ordinance Code.

J. GOOD FAITH EFFORTS

Bidders who are unable to meet the stated JSEB participation goals set forth herein are required to submit: (i) a Notice of Intent to Submit a Good Faith Effort Statement **at the time of bid opening**; and (ii) a Good Faith Effort Statement and all supporting documentation **within 48 hours after the scheduled bid opening,** that demonstrate all of the bidder's efforts in the solicitation of subcontractors to meet the JSEB participation goals on this project, which will be evaluated in accordance with the factors outlined in Part 6 of Chapter 126, Jacksonville Ordinance Code, including without limitation §§ 126.613 and 126.614.

JSEB
NOTE: The City will investigate and verify information submitted in determining Good Faith Effort, and, among other factors, will compare the same with the performance of other bidders in their attempt to meet the participation goals defined herein.

K. EXCLUSIONARY AGREEMENTS

Agreements between any bidder and a JSEB in which the JSEB promises not to provide subcontracting quotations to other bidders are prohibited, and may result in both the bidder and the JSEB being subject to the penalties outlined in Chapter 126, Jacksonville Ordinance Code.

L. JOINT VENTURE SUBMITTAL

For Capital Improvement, contractors submitting as Joint Venture must be certified as a joint venture at the time of bid opening. Information concerning submitting a bid as a Joint Venture may be

obtained from the Procurement Division, 117 West Duval Street, Suite 335, Jacksonville, FL 32202,(904)630-1184. Failure to meet the deadline for certification as a Joint Venture may deem a proposal non-responsive.

M. SUBSTITUTIONS

In the event the successful bidder / contractor wishes to make a substitution of a JSEB subcontractor or wishes to self-perform or supplement the work of a JSEB subcontractor, the bidder / contractor shall:

1. Submit satisfactory written proof of "noncompliance" to the Ombudsman (The term "noncompliance" is defined as facts and circumstances that substantially demonstrate a material breach by the subcontractor of the contract between it and the successful contractor).

2. Take no action until all information submitted has been reviewed and approved by the Ombudsman.

3. To the extent possible, substitute a certified JSEB performing the same work, as the subcontractor being replaced.

N. JSEB MONTHLY REPORT

A completed JSEB Monthly Report (See Form 3) will be included with each pay request. Prime Contractor is required to maintain records of the JSEB Monthly Reports for three (3) years.

O. CALCULATION OF JSEB PARTICIPATION

1. Credits toward the JSEB goal will be based on the percentage of work actually performed by JSEBs.

2. If a certified JSEB bidder bids as a prime contractor, it will meet the established goal by virtue of being a certified JSEB; nevertheless, JSEBs who bid as prime contractors are encouraged to make every attempt to subcontract with other JSEBs.

3. Subject to the requirements of Part 6 of Chapter 126, Jacksonville Ordinance Code, credit towards the JSEB goal allowed for a joint venture involving a JSEB will be equal to the same percentage as the percentage of ownership and control of the JSEB participants in the joint venture. The eligibility of a JSEB joint venture will be determined on a project-by project basis. A joint venture must be certified as a JSEB joint venture at the time of bid opening in order for the participation of the JSEB partner to be counted towards the JSEB goal requirement. The JSEB partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture must be at least twenty-five percent (25%) and the JSEB partner must be responsible for a clearly defined portion of the work to be performed.

4. The EBO office will accept participation from certified JSEB companies that are certified at the time of bid opening, and that are immediately subordinate to subcontractors and sub-consultants, toward meeting percentage goals.

5. The EBO office will accept 100% of purchase price for materials from JSEB suppliers towards meeting JSEB percentage goals.

P. PENALTIES

Severe penalties, including without limitation those outlines in Chapter 126, Jacksonville Ordinance Code, may apply to non-compliance with the Equal Business Opportunity Program and other violations of applicable federal, state and local laws statutes, ordinances, rules and regulations.

CITY OF JACKSONVILLE
EQUAL BUSINESS OPPORTUNITY PROGRAM
CONSULTANT AND CONTRACTOR'S MONTHLY REPORT

PRIME CONTRACTOR NAME:_____ PROJECT TITLE:_____

PROFESSIONAL SERVICES (RFP) NO. _____ - *OR* - CITY BID NO. _____

CURRENT CONTRACT TOTAL AMOUNT $_____ CITY CONTRACT NO. or PO NO._____

INVOICE INFORMATION

INVOICE NO.: _____ CURRENT INVOICE **$**: _____

FOR PERIOD ENDING DATE: _____ CUMULATIVE INVOICED **$**: _____

CONTRACT **%** COMPLETE:

CONTRACT GOAL TRACKING

JSEB GOAL $: _____ **JSEB GOAL %:**

PRIOR MONTH CUMULATIVE **JSEB $**: _____

PRIOR MONTH CUMULATIVE **NON- JSEB $**: _____

FORMULA FOR CURRENT MONTH %:
CUMULATIVE $ / CUMULATIVE $ INVOICED

CUMULATIVE **JSEB $**: _____ CUMULATIVE **JSEB %** : _____

CUMULATIVE **NON- JSEB $**: _____ CUMULATIVE **NON- JSEB %** : _____

JSEB SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	JSEB TYPE [1]	TYPE OF WORK [2]	$ THIS PAYMENT
Use Sheet 2 if additional lines are needed.				**TOTAL**	

NON-JSEB SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	Type	TYPE OF WORK [2]	$ THIS PAYMENT
			N/A		
			N/A		
			N/A		
			N/A		
Use Sheet 3 if additional lines are needed.				**TOTAL**	

[1]**JSEB** (Jacksonville Small Emerging Business)

[2]**TYPE OF WORK**: Examples: Catering, Clerical, Consulting, Engineering, Hauling, Janitorial, Masonry, Site Clearing, Technical Support, etc...

FOR CITY OF JACKSONVILLE USE ONLY

DATE PROCESSED	DOCUMENT NO.	INDEX CODE – SUBOBJECT - PROJECT NO. - DETAIL	$ THIS PAYMENT

Notes:
1. THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT.
2. Contractor shall attach to this form a typewritten explanation of any differences in JSEB participation from original contract commitment.

SECTION 6
EQUAL BUSINESS OPPORTUNITY PROGRAM
SET ASIDE PLAN

This Section is not applicable to this Project.

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SECTION 7

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CITY OF JACKSONVILLE

PROCUREMENT DIVISION

214 N. Hogan Street – 8th floor, Jacksonville, Florida 32202
(904) 255-8800-Ph; (904) 255-8837-Fax; www.coj.net

PROCUREMENT PROTEST PROCEDURES

126.106(e) PROTEST PROCEDURES

126.106(e)(1) Purpose and Scope
126.106(e)(2) Definitions
126.106(e)(3) Timely Notice of Protest
126.106(e)(4) Extension Request / Supplemental Protest Documentation
126.106(e)(5) Delivery
126.106(e)(6) Process
126.106(e)(7) Protest Hearing Rules and Procedures
126.106(e)(8) Independent Agency, Board or Delegated Authority

126.106(e)(1) Purpose and Scope

(a) These protest procedures are promulgated pursuant to § 126.106(e) of the Jacksonville Ordinance Code (the "Code"), which authorizes the Chief of the Procurement Division (the "Chief") to "prepare and publish rules and regulations governing bid protests." In the event a court of competent jurisdiction declares any provision of these Procurement Protest Procedures to be unconstitutional, invalid, or otherwise unenforceable, then all remaining provisions shall be severable, valid and enforceable regardless of the invalidity of any other provision.

(b) In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or an intended decision concerning a solicitation, solicitation documents, award, or any other process or procedure prescribed in the Code and who has standing to protest said decision or intended decision under Florida law (the "Protestant"), must timely file a written Notice of Protest seeking to challenge the decision or intended decision. The issue(s) raised and the information contained in the Notice of Protest and any supplemental documentation filed in accordance with § 126.106(e)(4), hereof, must clearly identify and explain the factual and legal basis for any relief sought, and shall be the only issue(s) and information the Protestant may present for consideration before the applicable committee.

126.106(e)(2) Definitions

For the purpose of these Bid Protest Procedures, the following definitions are provided:

(a) "Competitive solicitation" or "solicitation" shall include without limitation an invitation to bid, competitive sealed bid, multi-step competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.

(b) "Posting" means the notification of solicitations, decisions or intended decision, or other matters relating to procurement on a centralized Internet website, by placing the same on the bulletin board(s) designated by the Procurement Division for this purpose, or as may be consistent with § 126.102(m) of the Code.

(c) "Exceptional purchase" means any purchase excepted by law or rule from the requirements for competitive solicitation, including without limitation purchases pursuant to §§ 126.107, 126.206, 126.207, 126.211, 126.307, 126.309, 126.311, 126.312, or 126.313 of the Code.

(d) "Electronic transfer" is limited solely to facsimile transmissions that appear legibly on paper at the place of filing.

(e) "Final Agency Action" means a final decision that results from a proceeding hereunder, and includes actions which are affirmative, negative, injunctive, or declaratory in form.

(f) "Procurement process" has the same meaning as "contract solicitation or award process."

126.106(e)(3) Timely Notice of Protest

(a) **Recommendations of Award and/or Bid Rejection.** A Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement Division recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders or proposers.

(b) **Bid/Proposal Specifications and/or Requirements.** A Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an addendum, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.

(c) **Computation of Time** - The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a). Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

(d) **Form and Content of the Notice of Protest** - A written Notice of Protest shall: (i) be addressed to the Chief; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.

126.106(e)(4) Request for Extension to File Supplemental Protest Documentation

At the time of filing a timely Notice of Protest hereunder, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to the same.

126.106(e)(5) Delivery

The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement at 214 N. Hogan Street, 8th floor, Jacksonville, Florida 32202 or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

126.106(e)(6) Process

(a) Upon receipt of a timely filed written Notice of Protest, the Chief or his/her designee shall schedule and provide notice of the time, date and place that the protest will be heard. The protest will be heard before the General Governmental Awards Committee ("GGAC"), the Professional Services Evaluation Committee ("PSEC"), or the Competitive Sealed Proposal Evaluation Committee ("CSPEC"), whichever is applicable. The Chief or his/her designee shall have the discretion to proceed with the solicitation or contract award process in question or to suspend the same pending the resolution of the protest. To the extent the Chief or his/her designee decides to exercise his/her discretion not to suspend the solicitation or contract award process pending the resolution of the protest, the Chief or his/her designee shall set forth in writing the particular facts and/or circumstances upon which his/her decision is based.

(b) Those persons or entities, other than the Protestant, who will be directly affected by the resolution of the protest shall be given notice of the protest hearing, and the Notice of Protest and any supplemental protest

documentation shall be made available to them upon a written request for the same.

(c) When a Notice of Protest is filed pursuant to § 126.106(e)(3)(b), hereof, the Chief or applicable awards committee chairperson shall have the discretion to direct that the solicitation in question not be opened pending the resolution of the protest.

126.106(e)(7) Protest Hearing Rules and Procedures

(a) Hearings hereunder shall be heard before the applicable committee, and shall begin with a general statement of the rules and procedures prescribed herein by a representative of the committee, followed by a general statement of the facts by a representative of the Procurement Division. Representatives of the Protestant, limited solely to its owners, officers, employees and/or legal counsel, will then be required to present its case based solely upon the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation. Those persons or entities, other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest will be given an opportunity to be heard and to present information before the committee, which will be followed by a statement and the presentation of information from the Procurement Division and other governmental representatives. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. The committee is entitled to ask questions of any party at any time during the hearing.

(b) For hearings hereunder, the formal rules of evidence pursuant to the Florida Evidence Code may be relaxed at the sole discretion of the presiding chairperson of the applicable committee. Hearsay evidence may be admissible and used to supplement or explain other evidence.

(c) Unless otherwise provided by the Code, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether a Procurement Division recommendation or the decision or intended decision in question was clearly erroneous, arbitrary or capricious, fraudulent, or otherwise without any basis in fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals, or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

(d) A majority vote of the members of the applicable committee shall be required to grant a protest, hereunder; otherwise, the protest shall be denied, and, upon execution by the Mayor or his designee, said vote and/or decision of the applicable awards committee shall be posted and shall represent final agency action.

126.106(e)(8) Independent Agency, Board or Delegated Authority

If a protest is filed and the solicitation is for the benefit of an independent agency, board, or delegated authority that has its own established procurement procedure and does not use the City's procurement process and/or protest procedures, then the person or entity protesting must follow the protest procedures of that independent agency, board, or delegated authority.

CERTIFICATE OF ADOPTION AND IMPLEMENTATION

The preceding Procurement Protest Procedures are hereby adopted this 1st day of October, 2011, by the undersigned Chief of Procurement for immediate implementation, and will remain in full force and effect until such time as they may be formally revised, amended, supplemented, superseded, or abolished.

Procurement Division

Gregory Pease, Chief
City of Jacksonville
214 N. Hogan Street, 8th floor
Jacksonville, Florida 32202
(904) 255-8800 – Phone
(904) 255-8837 – Facsimile
gpease@coj.net

SECTION 9
SUPPLIER/CONTRACTOR PERFORMANCE EVALUATION PROGRAM

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DIVISION II

DOCUMENTS AND FORMS

SECTIONS 10-19

SECTION NAME	SECTION NO.
Bid Bond	10-1 through 10-2
Form of Contract Agreement	11-1 through 11-3
Performance Bond	12PB-1 through 12PB-7
Statutory Payment Bond	12SPB-1 through 12SPB-5
Forms	
Application for Payment	13-1
Quantities for Partial Payment	13-2
Contractors Affidavit for Final Payment	13-3
Certificate of Substantial Completion	13-4 through 13-5
Bonding Company Letter Requesting Release of Funds (Bond, etc.) (Sample Letter)	13-6
Improvements in Progress	13-7 through 13-8
Contractor's Daily Report	13-9 through 13-10
Request for Information Form	13-11
As-Built Drawings Certifications	13-12 through 13-14
Executive Order No. 94-187	14-1 through 14-4
Executive Order No. 98-01	15-1 through 15-3
Vacant	16 through 19

SECTION 10

CITY OF JACKSONVILLE, FLORIDA

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal and _____ as Surety, are hereby held and firmly bound unto the City of Jacksonville, Florida, in the sum of _____ dollars ($_____) as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The Conditions of the above obligation are such that whereas the Principal has submitted to the City of Jacksonville, Florida, a certain Proposal attached hereto and hereby made part hereof, to enter into a Contract Agreement in writing, for construction of _____.

NOW THEREFORE,

(a) If said Proposal shall be rejected or withdrawn as provided in the Instructions to Bidders attached hereto or, in the alternative,

(b) If said Proposal shall be accepted and the Principal shall sign and deliver a formal contract document in the form of the Contract Agreement attached hereto (properly completed in accordance with said Proposal) and shall furnish the specified Bonds required by Section 12 of the Contract Documents in the amount equal to one hundred percent (100%) of the base bid within ten (10) consecutive days after the receipt of said contract,

thence this obligation shall be void, otherwise, it shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which

such Proposal may be accepted, and said Surety does hereby waive notice of any such extension.

The sum herein stated shall be due and payable to the City of Jacksonville, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Jacksonville, Florida in good and lawful money of United States of America; as liquidated damages for failure thereof of said "Principal".

IN WITNESS WHEREOF, the said _____, as "Principal" herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its _____ and attested by its_____ under its corporate seal, this _____ day of _____A.D., 20____.

_____(SEAL)
AS PRINCIPAL

ATTEST:

_____

Its_____

_____

Its_____

Signed, Sealed and Delivered in the presence of:

By_____
AS SURETY

_____

_____

CONTRACT

BETWEEN
THE CITY OF JACKSONVILLE
AND

_____

FOR

_____

THIS CONTRACT, Executed as of this _____ day of _____, 20___, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter sometimes called the "Owner" or the "City"), a municipal corporation, in Duval County, Florida, and _____(hereinafter called the "Contractor") a _____corporation with office at_____,

WITNESSETH, That for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties, respectively, it is mutually understood and agreed as follows:

1. That Contractor is the lowest responsive and responsible bidder for furnishing, not by way of limitation, all labor, materials, equipment and performing all operations necessary for_____, all in accordance with plans and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made _____.

2. The Contractor will, at its own cost and expense, do the work required to be done and furnish the materials required to be furnished on said work in accordance with plans and specifications prepared by_____, bid numbered _____, bid date_____, designated as _____, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said

Draft for Project Specifications, May 10, 2011

Contractor, and award therefor (hereinafter collectively called the "Contract Documents") now on file in the Office of the Division Chief of the Procurement Division of the City of Jacksonville, all of which are, by this reference, hereby specifically made a part hereof to the same extent as if fully set out herein for an amount not-to-exceed ____, at and for the prices and on the terms contained in the Contract Documents.

3. On Contractor's faithful performance of this Contract, the Owner will pay the Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

4. Contractor shall submit and record all payment and performance bonds in the Official Records of Duval County, as required by Section 255.05, Florida Statutes.

5. Notwithstanding any provision to the contrary in this Contract or in the Contract Documents, the Owner has the absolute right to terminate this Contract without cause, for convenience, by giving the Contractor thirty (30) days advance written notice of the date of termination. Such notice shall be delivered by Certified United States Mail, return receipt requested; or by any other delivery method with evidence of receipt, to the Contractor's representative who signed this contract, at the address specified on the signature page.

6. If Contract is for in excess of one (1) year, insert term and renewal language.

7. This Contract and all amendments thereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows immediately.]

Draft for Project Specifications, May 10, 2011

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, in duplicate, the day and year first above written.

ATTEST: **CITY OF JACKSONVILLE, FLORIDA**

By_____ By _____
James R. McCain, Jr. Lenny Curry, Mayor
Corporation Secretary

OWNER

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance

Encumbrance & funding information is found on the next page.

Form Approved:

_____
Office of General Counsel

ATTEST: **INSERT NAME OF CONTRACTOR**

_____ _____
Signature Signature

_____ _____
Type/Print Name Type/Print Name

_____ _____
Title Title

Address:

_____

_____

_____

CONTRACTOR

Draft for Project Specifications, May 10, 2011

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CONTRACT NUMBER _____

(*Contract Number to be inserted by the City of Jacksonville*)

PERFORMANCE BOND

REQUIRED

BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name:_____

Principal Business Address:_____

Telephone:_____

As to the Surety:

Name:_____

Principal Business Address:_____

Telephone:( )_____

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202

Telephone: (904) 255-8762

Description of project including address and description of improvements:_____.

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CITY OF JACKSONVILLE, FLORIDA

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, That_____, as Principal, (hereinafter called "Contractor"), and _____, a corporation organized and existing under the laws of the State of_____ and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter called "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter called "City"), in the sum of _____, lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number_____(*to be inserted by the City*) (the "Contract"), dated as of the _____day of_____,20___ for _____, under Bid numbered_____, of Specifications entitled _____ for the City of Jacksonville, Florida, in strict accordance with plans and specifications prepared by_____, bid numbered_____, bid date _____ and any advertisement for bids for said work and the drawings, plans and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if

Contractor shall: **(1)** promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond, by reference, in strict compliance with the Contract requirements; and **(2)** perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and **(3)** pay the City all losses, delay and disruption damages and all other damages, expenses, costs, statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by Contractor under the Contract; then this Bond shall be void; otherwise it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the City, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

PROVIDED further, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

(1) Within a reasonable time, but in no event later than thirty (30) days, from the City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by

the Contractor under the Contract; or

(2) **(A)** Within a reasonable time, but in no event longer than sixty (60) days of the City's written notice of termination for default, award a contract to a completion contractor and issue notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; **(B)** alternatively, the City may elect, to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price", as used in this Bond, shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor. **(C)** Either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees , including appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

(3) Within a reasonable time, but in no event later than thirty (30) days from City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter,

determine the amount for which it may be liable to the City and tender payment to the City of any amount necessary in order for the City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the City harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the City for all losses, delay and disruption damages and other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default of the Contractor under the Contract.

PROVIDED further, the Surety shall indemnify and save the City harmless from any and all claims and damages, arising from the Contractor's default under the Contract including, but not limited to, contractual damages, expenses, costs, injury, negligent default, or intentional default, patent infringement and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final completion under the Contract.

PROVIDED further, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall be responsible for securing and protecting the work site including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance

with the Contract.

PROVIDED further, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

[Remainder of page intentionally left blank. Signature page follows immediately.]

SIGNED AND SEALED this _____ day of_____, 20____.

ATTEST: **INSERT NAME OF CONTRACTOR**

_____ _____
Signature Signature

_____ _____
Type/Print Name Type/Print Name

_____ _____
Title Title
AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

_____ _____

_____ By _____
Its

AS SURETY

Name of Agent: _____

Address: _____

_____

Note. Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

_____
Office of General Counsel

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CONTRACT NUMBER _____
(Contract Number to be inserted by the City of Jacksonville)
PAYMENT BOND
REQUIRED
BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: _____

Principal Business Address: _____

Telephone: _____

As to the Surety:

Name: _____

Principal Business Address: _____

Telephone: ( ) _____

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202

Telephone: (904) _____

Description of project including address and description of improvements: _____.

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CITY OF JACKSONVILLE, FLORIDA

PAYMENT BOND REQUIRED BY

SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that_____, hereinafter called "Principal", and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to conduct and carry on a general surety business in the State of Florida, hereinafter called "Surety", are each held and firmly bound unto the City of Jacksonville, a municipal corporation, of Jacksonville, Duval County, Florida, hereinafter called "City" or "Owner", in the penal sum of_____, in lawful money of the United States of America, for the payment whereof Principal and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number_____(*to be inserted by the City*) (the "Contract"), dated as of the _____day of_____,20___ for _____, under Bid numbered_____, of Specifications entitled _____ for the City of Jacksonville, Florida, in strict accordance with plans and specifications prepared by_____, bid numbered_____, bid date _____ and any advertisement for bids for said work and the drawings, plans and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the said

Principal:

(1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida Statutes, supplying Principal with labor, materials or supplies that are consumed or used directly or indirectly, by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and including any authorized extensions or modifications of such Contract; and

(2) Defends, indemnifies and saves the City harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the Contract, provided the City has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by the City to pay the Principal as required by the Contract; and

(3) Pays the City all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that the City sustains because of the Principal's failure to promptly make payments to all claimants as provided above,

then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and, specifically Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides, to each of them, both of the proper notices, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes. Both notices must be given in order to institute such suit or action.

PROVIDED further, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1)

year after the performance of the labor or completion of delivery of the materials or supplies, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED further, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after the Principals' receipt of final payment (or the payment estimate containing the owner's final reconciliation of quantities, if no further payment is earned and due as a result of deductive adjustments) by the Principal or surety whichever comes last, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED further, that the said Surety, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

[Remainder of page left blank Intentionally. Signature page follows immediately.]

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

ATTEST: **INSERT NAME OF CONTRACTOR**

_____ _____
Signature Signature

_____ _____
Type/Print Name Type/Print Name

_____ _____
Title Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

_____ _____

_____ By: _____
Its

AS SURETY

Name of Agent: _____

Address: _____

Form Approved:

_____
Office of General Counsel

_____

Note. Date of Bond Must Not Be Prior to Date of Contract

CITY OF JACKSONVILLE, FLORIDA

APPLICATION FOR PAYMENT NO. _____

PROJECT _____ **BID NO.** _____ **CONTRACT NO.** _____

For Work accomplished through the date of _____

A. Contract and Change Orders

1. Contract Amount ..... $_____
2. Executed Change Orders ..... + $_____
3. Total Contract (1) + (2) ..... $_____

B. Work Accomplished

4. Work performed on Contract Amount (1) ..... $_____
5. Work performed on Change Orders (2) ..... + $_____
6. Materials stored ..... + $_____
7. Direct Purchase Materials ..... - $_____
8. Sales Tax for Direct Purchase Materials ..... - $_____
9. Total Completed & Stored (4) + (5) + (6) – (7) – (8) ..... $_____
10. Retainage * 5% of Item (9), not to exceed 5% of Item (3) ..... - $_____
11. Less Previous Payments Made (or) Invoiced ..... - $_____
12. Payment Amount Due this Application (9) - (10) - (11) ..... $_____

(*)-Retainage subject to conditions as set forth in Paragraph 20.39.5 of the General Conditions.

CONTRACTOR'S CERTIFICATION

The undersigned CONTRACTOR certifies that: (1) all items and amounts shown above are correct; (2) all Work performed and materials supplied fully comply with the terms and conditions of the Contract Documents; (3) all previous progress payments received from the CITY on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (4) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to CITY at time of payment free and clear of all liens, claims, security interests and encumbrances; and (5) if applicable, the CONTRACTOR has complied with all provisions of Part 6 of the Purchasing Code including the payment of a pro-rata share to Minority Business Enterprises of all payments previously received by the CONTRACTOR.

Dated _____ 20 _____

_____
CONTRACTOR

By: _____

_____
Notary Public

DATE	APPROVALS	
_____	_____	Construction Inspector
_____	_____	Project Engineer
_____	_____	P. E., Contract Section

QUANTITIES FOR PARTIAL PAYMENT

(Attachment TO APPLICATION FOR PAYMENT)

PROJECT NAME: _____ LOCATION: _____ PAGE_____ OF_____

PAYMENT NO.: _____ FROM: _____ TO: _____

CONTRACTOR: _____ ADDRESS: _____

CONTRACT NO. _____ BID NO.: _____

		ORIGINAL ESTIMATE				COMPLETED TO DATE			
Item	**Description**	**Qty**	**Unit**	**Cost Per Unit**	**Contract Price**	**Number Units**	**Value**	**Value of Uncompl Work**	**% Comp**

CITY OF JACKSONVILLE, FLORIDA
CONTRACTOR'S AFFIDAVIT
FOR
FINAL PAYMENT

STATE OF FLORIDA)
) ss
COUNTY OF DUVAL)

That under date of the _____ day of _____, 20____, the undersigned CONTRACTOR does hereby certify that the certain contract agreement entered into with the City of Jacksonville as Owner, covering:

_____

has been entirely performed, that the improvements contracted by said contract to be made have been fully completed, and final payment thereunder has become due to the undersigned by said owner; and this statement is given, under oath, in compliance with the Uniform Mechanics Lien Law of Florida to enable the undersigned to obtain final payment from the City of Jacksonville; that all lienors contracting directly with, or directly employed by the undersigned, or in connection with said improvements and under and in connection with said contract, have been paid in full, except the following in the following amounts and for the following services:

_____

Further, the undersigned CONTRACTOR certifies that, if applicable, it has fully complied with Part 6 of the Purchasing Code (Equal Business Opportunity) and the requirements of this contract as to participation by SDBEs and SBEs and states that the following amounts have been, or upon receipt of final payment will be, paid within seven (7) business days after Contractor's receipt of payment from CITY to SDBEs and SBEs for goods or services furnished on this project as follows:

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	SBE/SDBE TYPE	TYPE OF WORK	TOTAL PAYMENT AMOUNT	PERCENT OF TOTAL CONTRACT AMOUNT
Submit additional sheets as needed.				TOTAL		

Sworn to and subscribed before

me this _____ day or _____,

A..D. 20_____.

_____
Notary Public, State of Florida
at Large, My Commission expires:

_____
CONTRACTOR

By :_____

_____
_____
Title

_____
Address

CERTIFICATE OF SUBSTANTIAL COMPLETION

CITY'S Project No. _____ ENGINEER'S Project No. _____

_____

(Project Name)

CONTRACTOR _____

Contract For _____ Contract Date _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To _____

CITY

And To _____

CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of **CITY, CONTRACTOR AND ENGINEER**, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

_____

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The responsibilities between the CITY and the CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

CITY: _____

_____

_____

CONTRACTOR: _____

_____

_____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____, 20_____

_____

ENGINEER

BY _____

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20_____.

_____

CONTRACTOR

BY _____

CITY accepts this Certificate of Substantial Completion on _____, 20_____.

_____

CITY

BY _____

SAMPLE COPY

(To be on Bonding Company Letterhead Stationary)

_____
(Date)

Contract Administration Branch
Engineering Division
10th Floor – Edward Ball Building
214 N. Hogan Street
Jacksonville, Florida 32202

RE: Contract No._____

Construction of_____

_____Jacksonville, Florida.

_____CONTRACTOR/Construction Company

_____Surety

Performance Bond No.:_____

Payment Bond No.:_____

Gentlemen:

The_____Surety Company of _____
(City and State)
is the surety for _____of
(CONTRACTOR/Construction Co.)
_____in favor of the City of Jacksonville, Florida

for the work performed under the referenced contract.

Please accept this letter as consent of surety to release any and all funds being held by the City of Jacksonville, Florida in connection with this contract, that may be due_____.
(CONTRACTOR/Construction Co.)

We also acknowledge that under the terms and conditions of the Bonds there is a one (1) year warranty and guarantee of the project against defective materials and/or workmanship after substantial completion during which Contract Bonds must remain in effect, and such warranty and bonds are automatically extended for an additional one-year period from the date of correction of any item of defective work.

Very truly yours,

_____
(Surety Company)

_____
(Attorney-in-Fact

cc: (CONTRACTOR/Construction Company)
(Surety Company)

IMPROVEMENTS IN PROGRESS

NAME OF PROJECT: _____

CONTRACTOR: _____

ANTICIPATED START DATE: _____

ANTICIPATED DATE OF COMPLETION: _____

PROJECT COST: $ _____

Dear Resident:

In our continuing effort to improve the quality of life in Jacksonville, the Department of Public Works is pleased to advise you that construction will soon begin on the above referenced project. A vicinity map is included on the back of this sheet for your reference. This work may impact trees, shrubbery, fencing, etc., located near or within the City right-of-way and/or easements next to your property. As with any construction project, there may be some unavoidable inconveniences along the project route. In our effort to keep these inconveniences to a minimum, we will be happy to discuss any specific concerns you may have throughout this project.

Should you have nay questions, or wish to discuss any of the work, please contact one of the following:

Contractor Representative: _____ *Phone:* _____

City Representative: _____ *Phone:* _____

Your understanding and cooperation throughout this project will be most appreciated and we believe you will be very pleased with the final product. We believe the work will be a significant improvement to your neighborhood.

CITY OF JACKSONVILLE
CONTRACTOR'S DAILY REPORT

Contractor _____ Date _____

Super: _____ Weather: _____

Jobsite: _____ Temp: am _____ pm _____

Job Safety: _____

_____

Deficiencies/Delays _____

_____

_____

Comments: _____

_____

_____

Work In Progress _____

_____

_____

_____

Supr	_____
Office	_____
Carp	_____
Elec	
Mason	_____
Precast	_____
Finish'r	_____
Tile	_____
Plumbr	_____
Paint	_____
Scaff	
	_____
Iron	_____
Duct	_____
Rein'mt	_____
Fireprf	_____
Misc	_____
Steel	_____
Oper	_____
Survey	_____
Labor	_____
	_____
	_____
	_____
TOTAL	_____

Additional space provided on back

Work in Progress Continued: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Inspector
Comments: _____

_____

_____

_____

_____

_____

_____

_____

_____ _____

Contractor Inspector

REQUEST FOR INFORMATION (RFI)

PROJECT: _____ DATE: _____

_____ RFI #or NOI #: _____

CONTRACTOR: _____ SPEC REF: _____

CONTRACT/P.O. #: _____ DWG REF: _____

RFI OR NOI DESCRIPTION: _____

SUBMITTED BY: _____

Contractor's Representative

REQUEST REPLY BY: _____

REPLY: _____

REPLY BY: _____ DATE: _____

Owner's Representative

This reply does not necessarily constitute an increase in contract value or time. Any Change in contract value or time will require supplemental information submitted by the contractor for review and approval.

AS BUILT

INFORMATION PROVIDED BY:

DATE: _____

NAME: _____

ADDRESS: _____

_____

PHONE #: _____

IN ACCORDANCE WITH CHAPTER 471, FLORIDA STATUES, I HEREBY CERTIFY THAT THE:

_____ PAVEMENT	_____ WATER MAIN
_____ CURB & GUTTER	_____ SANITARY GRAVITY SYSTEM
_____ STORM & DRAINAGE SYSTEM	_____ FORCE MAIN
_____ UNDERDRAIN CONNECTIONS	_____ LIFT STATION

ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS, AND THAT THERE ARE NOT ANY ENCROACHMENTS WITHIN THE EASEMENTS OR RIGHT-OF-WAY.

SIGNATURE _____

NAME _____

FLORIDA PROF. ENG. NO. _____

AS BUILT

INFORMATION PROVIDED BY:

DATE: _____

NAME: _____

ADDRESS: _____

_____

PHONE #: _____

I HEREBY CERTIFY THAT:

_____ PAVEMENT

_____ CURB & GUTTER

_____ STORM & DRAINAGE SYSTEM

_____ UNDERDRAIN CONNECTIONS

_____ WATER MAIN

_____ SANITARY GRAVITY SYSTEM

_____ FORCE MAIN

_____ LIFT STATION

ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS, AND MEET THE MINIMAL TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND THAT THERE ARE NOT ANY ENCROACHMENTS WITHIN THE EASEMENTS OR RIGHT-OF-WAY.

SIGNATURE _____

NAME _____

FLORIDA REG. LAND SURVEYOR'S NO. _____

AS BUILT

INFORMATION PROVIDED BY:

DATE: _____

NAME: _____

ADDRESS: _____

_____

PHONE #: _____

I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF:

_____ PAVEMENT	_____ WATER MAIN
_____ CURB & GUTTER	_____ SANITARY GRAVITY SYSTEM
_____ STORM & DRAINAGE SYSTEM	_____ FORCE MAIN
_____ UNDERDRAIN CONNECTIONS	_____ LIFT STATION

ARE IN ACCORDANCE WITH THE APPROVED PLANS AND CITY SPECIFICATIONS, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.

AUTHORIZED SIGNATURE: _____

OFFICE OF MAYOR ALVIN BROWN

ST. JAMES BUILDING
117 WEST DUVAL STREET, SUITE 400
JACKSONVILLE, FLORIDA 32202

PH: (904) 630-1776
FAX: (904) 630-2391
www.coj.net

EXECUTIVE ORDER NO. 2013-05

TO: **All Elected Officials, Department Heads, Division Chiefs, Independent Agencies, Authorities, Boards, Commissions and Councils**

FROM: **Alvin Brown, Mayor**

SUBJECT: **Change Orders**

By virtue of the authority vested in me as Mayor by the Charter of the City of Jacksonville and by Section 20.107, *Ordinance Code*, and as the chief executive and administrative officer of the Consolidated Government, it is ordered as follows:

Repeal of Executive Order No. 94-187. This Executive Order shall nullify and supersede Executive Order No. 94-187 in order to provide guidance for the review of all Change Orders as defined herein, except for purchases made pursuant to the informal purchase provisions or the emergency provisions of Chapter 126, *Ordinance Code* (the "Purchasing Code").

Definition of Change Order. For the purposes of this Executive Order, a Change Order is defined as any written agreement between the City and a person or business entity modifying in any way an existing contract between such parties previously made pursuant to the formal purchasing provisions of Part 2 (Supplies Contractual Services and Capital Improvements), Part 3 (Professional Services Contracts), or Part 7 (Design Build Contracts), of the Purchasing Code.

Administrative Review of Change Orders. Change Orders shall be initiated by the applicable department on a form developed by the Procurement Division, which shall include without limitation the following:

(a) signature approval by the director or designee of the requesting department;

(b) recommendation or approval, if applicable, by the consultant(s), if any;

(c) original maximum indebtedness of the contract, individual listing of any prior dollar amount of increases or decreases resulting from prior, properly approved Change Orders, and dollar amount of increase or decrease of the proposed Change Order;

(d) original time period for completion of work, supply of product or the like, individual listing of any prior time extensions or reductions resulting from prior,

properly approved Change Orders, and amount of time extension or reduction of the proposed Change Order;

(e) designation of source of funds by account number, name of account and/or other pertinent means of identification;

(f) a full, detailed written description of the proposed change, a statement of the reasons why the proposed change is in the City's best interest, and a statement of whether the proposed change is the result of an unforeseen condition, client request or increase in scope, a reconciliation of quantities, or design error or omission; and

(g) such other information as determined by the Chief of the Procurement Division to be necessary or desirable to carry out the provisions of this Executive Order.

Each proposed Change Order shall be transmitted by the initiating department to the Department of Finance for written certification (by email or otherwise) as to the availability of funds in accordance with Section 24.103(e) of the *Ordinance Code*, of the City of Jacksonville.

If the necessary funds are available, the proposed Change Order shall then be transmitted to the Chief of the Procurement Division. The Chief of the Procurement Division or his/her designee(s) shall review the proposed Change Order for the purpose of ensuring efficiency in purchasing and promoting good contract purchase practices and shall consider without limitation the following factors in approving or disapproving the proposed Change Order:

(a) comparison of the maximum dollar amount of the increase or decrease of the proposed Change Order and any prior increases or decreases to the original maximum indebtedness of the contract;

(b) comparison of unit or lump sum prices in the proposed Change Order to the unit or lump sum prices in the contract;

(c) comparison of the scope and limits of work in the proposed Change Order to the scope and limits of work in the contract;

(d) comparison of time extension or reduction in the proposed Change Order to the completion date and liquidated damages in the contract;

(e) determination as to whether the proposed Change Order is a result of an unforeseen condition, client request or increase in scope, a reconciliation of quantities, or design error or omission; and

(f) any other relevant factors as determined by the Chief of the Procurement Division which relate to efficiency in purchasing and promoting good contract purchase practices.

Having completed such review, the Chief of the Procurement Division or his/her designee shall approve or disapprove the proposed Change Order with any additional comment deemed pertinent. A disapproved proposed Change Order shall be sent back to the initiating department.

Awards Committee and Mayoral Approval. If approved by the Chief of the Procurement Division, the proposed Change Order shall be forwarded to the applicable Awards Committee (GGAC, CSPEC or PSEC) for consideration. If approved by the applicable Awards Committee, the proposed Change Order will be forwarded to the Mayor's Office for review, approval and execution by the Mayor or his/her designee and by the Corporation Secretary.

Special Rules for Change Orders on Capital Construction Projects. The following exceptions to the process described above shall apply to proposed Change Orders on contracts involving new construction, additions, improvements, repairs to structures or other capital improvements originally awarded through the GGAC:

1. A signature by the Mayor or his/her designee approving a proposed Change Order shall constitute a signature to the Change Order itself. A second signature from the Mayor's Office shall not be required for such Change Order.

2. In accordance with Sections 126.109(a) and 126.201(d)(7), *Ordinance Code*, proposed Change Orders in an amount up to 10% in the aggregate of the awarded contract value, shall not require GGAC or Mayoral approval if:

   (a) The Director of Public Works determines that the proposed Change Order is the result of unforeseen conditions, the reconciliation of quantities, or design errors and/or omissions; and

   (b) The proposed Change Order has followed the process set forth in the "Administrative Review of Change Orders" section of this Executive Order and is approved by (i) the Director of Public Works or his/her designee, (ii) the Director of the requesting department (if applicable), and (iii) the Chief of the Procurement Division.

Monthly Reports. All departments shall provide a monthly written report to the Chief of the Procurement Division identifying all contracts for which the respective departments have submitted Change Orders and the net sum of such Change Orders.

Timeliness. It shall be the goal of the administration to fully complete each specified review and signature turnaround process for each proposed Change Order within 2 business days or less.

Approved as to conformity
with sound fiscal policy:

C. Ronald Belton
Director of Finance

Approved and Issued:

Alvin Brown, Mayor

Approved as to Form:

Office of General Counsel

Approval Date: 6/19/13

Effective Date: 6/19/13

OFFICE OF THE MAYOR

JOHN A. DELANEY
MAYOR

ST. JAMES BUILDING
117 WEST DUVAL STREE
SUITE 400
JACKSONVILLE, FL 3220

EXECUTIVE ORDER 98-01

TO: All Elected Officials, Department Heads, Division Chiefs, Independent Agencies, Authorities, Boards, Commissions and Councils

FROM: John A. Delaney, Mayor

SUBJECT: City Construction Dispute Review Board (CCDRB)

By virtue of the authority vested in me as Mayor by the Charter and as Chief Executive Officer of the Consolidated Government, it is ordered:

Section 1. Background. The Mayor appointed a select committee to review and make suggestions to improve the City Purchasing Code, mindful of changes in procurement methods for professional and contractor services (PCS) since the Code was last revised. After extensive and extended review, the committee recommended, among other things, creating a dispute review board to hear claims involving PCS. This process offers an expeditious and inexpensive means for disputants to resolve their differences and benefits all parties.

Section 2. City Construction Dispute Review Board Created; Membership. There is hereby created the City Construction Dispute Review Board (CCDRB) to be composed of two (2) permanent members and two (2) non-permanent members as follows:

(a) The Public Works Department Chief of Engineering or his designee (permanent), who shall serve as chairman.

(b) The General Counsel or his designee (permanent).

(c) A design professional licensed in Florida and experienced in the discipline associated with the dispute (non-permanent).

(d) Contractor licensed in Florida and experienced in the discipline associated with the dispute (non-permanent).

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The Director of Public Works (Director) shall solicit volunteers from the contractor and design professional communities to serve as non-permanent members. Volunteers shall not be compensated nor have an interest in any case before them. The Director shall maintain a current list of volunteers reflecting their disciplines, general experience, length of licensure, and education. When a matter is referred to the CCDRB, the non-permanent members shall be selected from the list maintained by the Director by mutual agreement of the Chief of Engineering and the disputing party. In the event no contractor and/or design professional volunteer on the list is acceptable to both the Chief of Engineering and the other party, the Director shall solicit additional volunteers to serve on the CCDRB to hear such case. Alternatively, the disputing parties may agree that the hearing shall continue with only the permanent members and any agreed-upon non-permanent member. The Public Works Department will provide staff support to the CCDRB.

Section 3. Purpose. The purpose of the CCDRB is to provide a non-binding dispute review service to the City and its Construction Contractors, Architects and Engineers, for claims and/or other disputes on City Capital Improvement projects. Such a process has been used in private industry where most construction disputes are resolved without trial. A copy of this order shall be appended to all City bidding and contract documents. Such documents shall also include language that any dispute cognizable under this order must be presented to the CCDRB and a decision rendered as a condition precedent to instituting any other legal action.

Section 4. Function. Upon a written request of a City department or agency or its construction contractor, architect or engineer, the Chief of Engineering shall receive a copy of the claim and statement of the dispute and any response thereto, with all supporting documentation. The CCDRB shall schedule a hearing of the interested parties within 30 calendar days after receiving all information to hear the claim, and all responses. The Florida Rules of Evidence shall apply to proceedings before the CCDRB; however, such rules may be relaxed at the discretion of the chairman. Within seven (7) business days after the dispute review proceeding concludes, the CCDRB will provide its written, non-binding determination to the parties involved. Each party may accept the CCDRB's determination, or may seek other remedies, as permitted by contract and law. Any claim not brought before the CCDRB shall be deemed legally deficient. The testimony and any unadopted decision of the CCDRB are inadmissible in any subsequent legal proceeding.

Section 5. Promulgation of Rules. As necessary, rules governing the administration and proceedings of the CCDRB may be promulgated by the Public Works Department to insure fair and timely hearings on matters referred to the CCDRB.

Section 6. Use by Independent Agency(s). Should any independent agency wish to use

the CCDRB, it may refer disputes to the Board and the Public Works permanent member may be replaced by a designee of the Chief Executive Officer of the using agency.

Approved as to conformity with sound fiscal policy:

Director of Administration and Finance

Approved and Issued:

Mayor

Approved as to Form:

Assistant General Counsel

Approval Date: 1/14/98

Effective Date: 1/14/98

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SECTIONS 16 through 19
VACANT

DIVISION III
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GENERAL CONDITIONS
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SECTION 20
GENERAL CONDITIONS

20.1 DEFINITIONS:

The following terms as used in these Contract Documents are respectively defined as follows:

20.1.1 Addenda: Written or graphic instruments issued prior to receipt of bids which modify or interpret the Contract Documents by additions, deletions, clarifications and/or corrections.

20.1.2 Application for Payment: The form furnished by the CITY which is used by the CONTRACTOR in requesting progress payments.

20.1.3 Bid: The Proposal of the Bidder submitted on the prescribed Contract Proposal form setting forth the prices for the work to be performed.

20.1.4 Bidder: Any person, firm or corporation submitting a Bid for the work.

20.1.5 Bonds: Bid, Performance, Payment and other instruments of security, furnished by the CONTRACTOR and its Surety in accordance with the Contract Documents.

20.1.6 Change Order: A written amendment to the Contract prepared by the CITY and signed by the CONTRACTOR, ENGINEER and CITY authorizing revision to the work within the scope of the Contract Documents and authorizing adjustment to Contract price and/or contract time, if any, issued after execution of the Contract Agreement

20.1.7 CITY: The City of Jacksonville, Florida, including any of its departments, designated agencies, or independent authorities.

20.1.8 CONTRACTOR: Any entity with whom the CITY has executed a contract. CONTRACTOR usually refers to the contractor on a specific project.

20.1.9 Contract Agreement: The written agreement between the CITY and the CONTRACTOR covering the work to be performed.

20.1.10 Contract Documents: The agreement subscribed to by the parties; namely, the Invitation to Bid, Instructions to Bidders, CONTRACTOR'S Proposal, Bidder's Certifications, Bid Bond, Contract Agreement, Contract Bonds, General Conditions, Employment Requirements and Wage Rates, Special Conditions, Technical Specifications, Drawings, Plans, Addenda and Change Orders.

20.1.11 Contract Amount or Contract Price: The total moneys payable to the CONTRACTOR under the terms and conditions of the Contract Documents.

20.1.12 Contract Time: The number of consecutive calendar days or the period of time stated in the Contract Documents for the completion of the work.

20.1.13 Council: The City Council of the City of Jacksonville.

20.1.14 Days: Except where otherwise specifically provided in the Contract Documents, calendar days including Saturdays, Sundays and Holidays.

20.1.15 Delay: This shall mean delay, disruption or hindrance.

20.1.16 Drawings, Plans: Drawings showing the character and scope of the work to be performed, and referred to in the Contract Documents. The term "Plans" shall also mean drawings.

20.1.17 ENGINEER: The Chief of the Engineering Division or that person duly appointed by the CITY to undertake the duties assigned to the ENGINEER, acting either directly or through properly authorized agents acting within the scope of the particular duties entrusted to them.

20.1.18 Field Modification: A modification issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 20.27 where no adjustment in Contract time or Contract price is involved.

20.1.19 Final Payment: Final Payment is considered to be any payment which includes a reduction in the five percent (5%) retainage when the project is 100% complete.

20.1.20 Inspector: The authorized representative of the ENGINEER, assigned to inspect any of the materials and workmanship of the CONTRACTOR to ensure compliance with the requirements of the Contract Documents.

20.1.21 Modification: (1) A written amendment (Titled Modification to the Contract Documents, which is time and cost neutral) signed by the ENGINEER; (2) A Change Order signed by both parties; or (3) A written clarification or interpretation issued by the ENGINEER in accordance with Paragraph 20.27. A Modification may be issued only after execution of the Contract Agreements.

20.1.22 Owner: Except where context implies otherwise, the City of Jacksonville, Florida, including any of its departments, designated agencies or independent authorities.

20.1.23 Project: The entire construction to be performed as provided in the Contract Documents.

20.1.24 Project Engineer: The authorized representative of the ENGINEER who is assigned to the Project to ensure that all facets of construction and materials comply with the requirements of the Contract Documents. The Project

Engineer shall serve essentially as field liaison between the ENGINEER and the CONTRACTOR.

20.1.25 Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, Shop fabricator, Manufacturer, Supplier, or Distributor and which illustrate the equipment, material or some portion of the work.

20.1.26 Subcontractor: A person, firm or corporation having a direct contract with the CONTRACTOR or with any other subcontractor for the performance of any part of the CONTRACTOR'S obligations hereunder at the site of work, excluding, however, the furnishing of standard materials such as concrete, lumber and other materials not worked to a special design under the Plans and Specifications for the Work.

20.1.27 Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 20.41. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

20.1.28 Work: Workmanship, materials and equipment necessary to this Contract, and any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CONTRACTOR under the Contract Agreement, including the furnishing of all labor, materials, equipment and other incidentals.

20.1.29 PROGRAM MANAGEMENT FIRM(S): The authorized firm or firms and designated representative(s) retained by the CITY to perform duties as defined for all aspects of the management and oversight of planning, programming, design, and construction of projects.

20.1.30 Field Order Change: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 20.27 or orders minor changes in the work in accordance with Paragraph 20.34.

20.2 GIVING OF NOTICE

20.2.1 Unless otherwise specified herein, any notice required under the Contract Documents shall be deemed given if deposited in the United States Mail, first class postage prepaid, addressed as follows:

If notice to the CITY or ENGINEER

Public Works Department

Attention: Chief of Engineering & Construction Management
Ed Ball Building, 10th Floor
214 North Hogan Street
Jacksonville, Florida 32202

If notice to the CONTRACTOR:

The CONTRACTOR'S name and address
as shown in its Proposal, or
latest given address.

The above addresses may be changed by written notification to the other parties shown above.

20.2.2 Notice may also be given by hand delivery at the above addresses or to the authorized representative of the above-named parties at the work site and, if requested, a receipt will be given therefor by the addressee.

20.2.3 All correspondence and/or drawings, pertinent to the work covered by these specifications shall bear the following information: Title, Bid Number, and/or Purchase Order Number, and Contract Number.

20.3 NOTICE TO PROCEED, PRECONSTRUCTION CONFERENCE AND WORK HOURS:

20.3.1 The CONTRACTOR shall begin work within ten (10) days after date of written Notice to Proceed, such notice being prepared and forwarded through the mail or otherwise by the CITY. No work shall be done prior to the date of issuance of the Notice to Proceed. The CITY shall not be liable for any damages or expenses incurred by the CONTRACTOR for any work performed or purchases made prior to the commencement date in the Notice to Proceed.

20.3.2 The Contract Time shall commence on the eleventh (11th) day after issuance of Notice to Proceed.

20.3.3 Before starting the work, a Preconstruction Conference will be held to review and determine the methods of scheduling and progress reporting of this Project, establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the ENGINEER, the CONTRACTOR, and the CONTRACTOR'S Superintendent.

20.3.4 The time allotted for completion of the project is based on a standard work week with no "off-hours" work, which is defined as work:

(1) before 7:00 a.m. or after 5:00 p.m.; or
(2) more than eight (8) hours per day; or,
(3) more than forty (40) hours per week; or
(4) on Saturdays, Sundays, or the following legal CITY holidays:
- New Years Day

- Martin Luther King's Birthday
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve Day
- Christmas Day

The time allotted for completion was intentionally set long enough to allow for normal delays due to inclement weather, shop drawing approvals, responding to CONTRACTOR requests for information, and processing Change Orders. The bidder is presumed to have included any and all costs associated with these normal delays in its bid.

Bidders who determine that, in order to complete the project within the time allotted including said normal delays, it must work during "off-hours", should provide an "off-hours" schedule with its bid. (Failure to furnish this item with the Bid Proposal will not be construed as a defective Bid.) If no "off-hours" schedule has been submitted and the CONTRACTOR determines during the course of construction that "off-hours" work is needed, it shall request approval by the ENGINEER of an "off-hours" work schedule at least **48 hours** prior to doing such "off-hours" work. The CONTRACTOR must secure the ENGINEER'S approval for any overtime work. Approval by the ENGINEER of "off-hours" work shall not be construed as authorizing an increase in the contract amount or additional cost to the CITY.

20.3.5 No "off-hours" work shall be done unless previously approved by the ENGINEER, except:

(1) normal protective work such as maintenance of barricades, lights or pumps and tending of fires or other potentially hazardous conditions; or,
(2) emergency work to relieve an unsafe condition or a threat of injury to persons or property; or,
(3) extenuating circumstances such as completing a concrete pour or other work that is at a stage of construction that requires completion at the end of a normal work day.

20.3.6 Typically, the CONTRACTOR will not be responsible for the payment of the CITY'S cost of overtime inspection. However, the CONTRACTOR may be required to reimburse the CITY for overtime inspection costs in situations where overtime inspections are required on work performed solely for the convenience of the CONTRACTOR or for off-hours work resulting from avoidable delays by the CONTRACTOR or its subcontractors or suppliers. The ENGINEER shall be responsible for determining when the CONTRACTOR is to

reimburse the CITY for overtime inspection costs. When reimbursement is required, the cost shall include the CITY Inspector's hourly rate times one and one-half, plus payroll costs and incidental expense related to such overtime inspection. The ENGINEER shall determine how such overtime cost shall be recovered by the CITY. **NO PAYMENT SHALL BE MADE DIRECTLY TO THE INSPECTOR.** Failure by the CONTRACTOR to reimburse the CITY for the costs of overtime inspection, after receipt of a proper invoice from the CITY, shall be grounds for the CITY to increase the retainage on future payments due the CONTRACTOR. If CITY invoices for inspector overtime have not been paid by the time the CONTRACTOR submits its final pay request, the total of all unpaid invoices shall be deducted from the CONTRACTOR'S final payment and the CONTRACTOR may be removed from the CITY'S Approved Bidders List. After a period of twelve (12) months the CONTRACTOR may apply for reinstatement.

20.4 SCHEDULE AND PROGRESS REPORTS

20.4.1 Scheduling and progress reporting of this Project shall be accomplished by a computerized program which develops a Critical Path giving data similar and equivalent to Primavera Project Planner, which shall be used throughout the project. During construction, the diagram and reports will be used to provide the following information:

20.4.1.1 Status of Project to accuracy of 30 days to determine trouble spots and if work is on schedule.

20.4.1.2 Ample information to determine justification for extensions of time as requested under General Conditions, Paragraphs 20.8 and 20.34.

20.4.2 The CONTRACTOR shall, at the Preconstruction Conference, submit to the ENGINEER five (5) copies of a logical network diagram covering operations in the first sixty (60) days of work. After approval, the diagram will be used as a basis for review of monthly progress reports until the total project network diagram is approved.

20.4.3 Within 45 calendar days after the date of Notice to Proceed, five (5) copies of the proposed total project network diagram shall be submitted to the ENGINEER for approval. Activities shown on this schedule shall include all major construction operations, its proposed sequence, submittal of shop drawings and/or samples, installation of major and critical items and the completion of the various work items within the allowed time for the Contract. Each event or node of the network shall be uniquely numbered and each activity shall be labeled with a suitable description together with an estimate of the number of working days required for the activity.

20.4.4 A reproducible copy of the approved network shall be transmitted to the ENGINEER within sixty (60) days after

Notice to Proceed. The Critical Path shall be indicated on the network together with the cumulative number of calendar days to complete the Project. With the approved network, the CONTRACTOR shall submit two (2) copies of each of two (2) different tabulations giving this type of information: Starting Node, Ending Node, Duration in working days, Description, Earliest Start, Earliest Finish, Latest Start, Latest Finish, Total Float, Free Float.

20.4.5 One tabulation shall be a listing of activities in order of ascending starting node numbers. If there is more than one activity with the same starting node number, then all such activities shall be listed in order of ascending ending node numbers. The second tabulation shall be a listing of all activities in order of ascending "latest starts" as related to the start of the Project. If there is more than one activity with the same "latest start," all such activities shall be listed in order of ascending node numbers.

20.4.6 As an alternative to the above defined Critical Path Method, the CONTRACTOR may use the following specified Progress Charts for its schedule and progress reporting upon written approval of the Owner. Progress Charts, showing project schedule, shall be submitted to the ENGINEER at the Preconstruction Conference. Failure to submit an acceptable schedule will be considered cause for withholding payment, until an acceptable schedule has been developed.

20.4.7 Progress Chart shall include the following:

20.4.7.1 A horizontal time scale, with a listing of the various activities required in the construction contract, including but not limited to mobilization, clearing and grubbing, line work, paving, fencing, planting, sodding, demobilization, etc. Projected construction time shall be shown as a bar for each activity, in accordance with the horizontal time scale. As construction progresses, CONTRACTOR shall graphically show progress made on each activity and show percentage of completion of that activity on the left end of the chart.

20.4.7.2 A projected time/percent construction completion curve shall also be shown on the Progress Chart, with horizontal time scale matching that of the various activity bars, and percent of completion based on construction dollars shown on the vertical axis at the right end of the chart. As construction proceeds, CONTRACTOR shall plot actual progress on a second contrasting curve. Percent construction completion, both projected and actual, shall be based on dollar value of construction projected (first curve) and completed (second curve). See attached sample sheet at the end of these General Conditions.

20.4.8 Each month, the CONTRACTOR shall report current project status by submitting four (4) copies of charts reflecting progress made on activities established in the project Network Diagram or Progress Chart. These charts shall include the time/construction completion curves.

20.4.9 When major changes in the Contract or in the order of work are made, the Network Diagram or Progress Chart shall be revised and reproducible copies shall be submitted to the ENGINEER for approval, along with four (4) copies of tabulations required for the development of the Diagrams or Charts.

20.4.10 If in the opinion of the ENGINEER, the CONTRACTOR falls behind in scheduled progress, as indicated by the monthly charts such that the work in place is more than 20% behind schedule, the CONTRACTOR shall take whatever steps are required to improve its progress and shall submit its revised network diagram or bar chart, tabulations, operational plans and manpower and equipment loading schedule to demonstrate the manner in which the lost progress will be regained, all without any time loss or additional cost to the CITY.

20.4.11 Lack of satisfactory progress, as adjudged by the ENGINEER, shall be considered grounds for the withholding of payment (in addition to any other remedy allowed at law or equity) until adequate progress, as determined by the ENGINEER, is demonstrated, with due consideration of the CONTRACTOR'S current CPM or Progress Chart, and the Contract Substantial Completion date.

20.4.12 Adequate progress is defined as that level of CONTRACTOR effort necessary to put the project back on schedule such that it will be ready for beneficial occupancy by the designated Substantial Completion date, or in the absence of such date, by the date of Final Acceptance.

20.5 PHOTOGRAPHIC RECORDS

20.5.1 The CONTRACTOR shall provide a monthly photographic record of construction progress to the ENGINEER. This record shall consist of two (2) sets of four (4) pictures each 8" x 10", color professional quality photographs. If construction is being conducted in different localities, then four (4) pictures shall be taken at each locality. The ENGINEER shall reserve the right to select the views to be photographed. A gummed label, 1" wide, shall be attached to the front of each picture in a lower corner, with typed record of date picture was taken, ENGINEER'S project number or contract number, and brief description of times and activity covered in the picture.

20.5.2 The CONTRACTOR shall take the progress pictures between the 20th and 25th day of each month and submit the pictures to the ENGINEER before the end of the 27th day of each month. If the CONTRACTOR fails to submit the pictures to the

ENGINEER before the 28th day of each month, the CITY reserves the right to have the pictures taken by an independent photographer and the costs associated thereto will be for the CONTRACTOR'S account.

20.5.3 In addition to the photographic records required during construction as stipulated above, the CONTRACTOR performing line work projects shall furnish the ENGINEER two (2) sets of 8" x 10" color print photographs taken along the entire project alignment showing existing conditions before any construction begins. Photographs are to be taken along the line of Work at intervals not exceeding 150'. For gravity sewers, these photographs shall include a view of each proposed manhole location taken from a distance not exceeding 25' and viewed toward the next manhole location.

20.5.4 Two (2) sets of preconstruction 8" x 10" color print photographs shall also be taken of each waterway crossing and delivered to the ENGINEER. An upstream and downstream view of each bank at the point of crossing shall be taken recording the intertidal zone and/or mean high water level. Also, a view of the line route shall be taken from each bank of the crossing and elsewhere as the ENGINEER may direct.

20.5.5 In addition, the CONTRACTOR shall provide unedited video tape(s) with superimposed timer and vocal commentary of the preconstruction and post construction conditions. Tape(s) shall be VHS format and shall include both sides of the right-of-way and record close attention to paved and unpaved driveways and walkways; conditions of buildings, lawns, shrubs, flowers, flower beds, and trees; conditions of pavement, mailboxes, fences, signs, planters and any other items within or adjacent to the right-of-way. The CONTRACTOR shall provide the use of a color TV monitor to the Project Engineer or Project Representative for the life of the Contract, and the tape(s) shall become a part of the ENGINEER'S permanent job records. Tape(s) should be indexed, using the timer for locations by stationing and by street intersections. This index shall be provided with each video tape and shall be attached to the tape's container.

20.5.6 Each photograph taken of line work projects shall have marked on a gummed label attached to the front in a lower corner, the project name, the contract number or ENGINEER'S project number, date picture was taken, location taken or station number and direction of view.

20.5.7 THIS SECTION INTENTIONALLY BLANK.

20.5.8 At the completion of the line work construction, two (2) sets of 8" x 10" color print photographs shall be taken in the same orientation and location of the preconstruction photographs and delivered to the ENGINEER.

20.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

20.6.1 When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify ENGINEER in writing that the entire Work is substantially complete and request that the ENGINEER issue a certificate of Substantial Completion. The CONTRACTOR will include with this notification, a detailed list of any items which are not complete. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will execute a certificate of Substantial Completion which shall fix the date thereof. There shall be attached to the certificate a list of items, if any, to be completed or corrected before final payment. At the time of delivery of the certificate of Substantial Completion ENGINEER will deliver to CONTRACTOR a written recommendation as to division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties, which will be binding on CITY and CONTRACTOR until final payment.

20.6.2 CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but CITY shall allow CONTRACTOR reasonable access to complete or correct items on the list to be completed.

20.6.3 It is agreed that the rate of progress herein required to meet the Contract time allotted has been purposely made low enough to allow for the ordinary delays incident to construction work of this character. No extension of time will be made for ordinary delays, inclement weather, and accidents, and the occurrence of such will not relieve the CONTRACTOR from the necessity of maintaining this rate of progress. If delays are caused by acts of God, acts of Government, strikes, extra work, or other contingencies clearly beyond the control or responsibility of the CONTRACTOR, the CONTRACTOR shall be entitled to equal additional time to perform and complete this Contract. The ENGINEER shall certify this in writing to be justified. The CONTRACTOR will not be entitled to any additional compensation for the excusable delays noted above.

20.6.4 The Work shall be conducted in such a manner and with sufficient labor, materials, tools and equipment necessary to effect a diligent pursuit of the work through final completion. If, in the opinion of the ENGINEER, the CONTRACTOR fails to carry out the Work in such manner, then the CITY shall have the right to take charge of the work and provide labor, materials and equipment necessary to complete the work and charge the cost of all such work against the CONTRACTOR. Payments to the CONTRACTOR for work performed may be withheld until said costs are reimbursed to the CITY.

20.6.5 The Work to be done under this Contract shall be substantially completed within the Contract time set forth in the Contract Documents. It is understood, and the CONTRACTOR hereby agrees, that the time limit for substantial completion of work is of essence to the Contract, and should the CONTRACTOR fail to substantially complete the Work on or before the scheduled date established in the Notice to Proceed, it is agreed unless provided otherwise in the Special Conditions, that for each calendar day any work remains substantially incomplete after the time limit specified, the amount of $50.00 minimum for a Contract Amount up to $50,000 plus $10.00 additional for each additional $10,000 or portion thereof of Contract Amount over $50,000; shall be deducted from the monies due the CONTRACTOR, not as a penalty, but as liquidated damages, representing the additional cost of contract administration and inconvenience only. In addition to liquidated damages, the CONTRACTOR shall pay to the CITY any actual damages as well as the cost of inspection beyond the specified time for substantial completion including any extension of time granted by the CITY, such inspection cost comprised of payroll cost (direct labor plus fringe benefits) and incidental expense related to such inspection. Nothing in these Contract Documents shall be construed as precluding the CITY from recovering from the CONTRACTOR any and all actual expenses, costs and damages incurred by the CITY as a result of the CONTRACTOR'S failure to complete the Work by the completion date provided by the Contract Documents. The CONTRACTOR will have 30 calendar days to complete all work once the list of uncompleted items from the substantial completion inspection is transmitted to the CONTRACTOR. If, at the end of this 30 day period, all items of work are not satisfactorily completed, any additional time necessary for completion of the items will be subject to the liquidated damages as described above.

20.6.6 In accordance with Section 126.202 Jacksonville Ordinance Code, when a CONTRACTOR is more than sixty (60) days in default, the Chief of Procurement and Supply may remove the name of the CONTRACTOR from the bidder's list.

20.7 CITY'S RIGHT TO SUSPEND WORK

20.7.1 If the work is defective, or the CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or if the CONTRACTOR fails to make prompt payments to Subcontractors or suppliers for labor, materials or equipment, the ENGINEER may order the CONTRACTOR to stop the work, or any portion thereof, until the cause for such order has been eliminated. Any delay or other costs associated with the stoppage will be soley for the CONTRACTOR'S account.

20.7.2 The CITY may, at any time and without cause, suspend the work or any portion thereof by notice in writing to the CONTRACTOR. The ENGINEER shall fix the date on which work

shall be resumed. The CONTRACTOR will resume the work on the date so fixed.

20.8 EXTENSION OF TIME FOR UNFORESEEABLE CAUSES

20.8.1 The CONTRACTOR shall not be entitled to any extension of time for completion of the work as herein above specified unless the CONTRACTOR, within five (5) days from the beginning of any delay (delay shall be meant to include delay, disruption, or hindrance), notifies the CITY and the ENGINEER in writing of such delay and the cause thereof and the ENGINEER shall determine;

20.8.1.1 That such delay arises from unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God; acts of public enemy; acts of the Government in either it's sovereign or contractual capacity; acts or omissions of the CITY, its agents or employees; acts of another CONTRACTOR in the performance of a contract with the CITY; fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather; or delays of Subcontractors or suppliers arising from such unforeseeable causes beyond the control and without the fault or negligence of both the CONTRACTOR and its Subcontractors or suppliers. Float time in the CONTRACTOR'S schedule shall be exhausted before any time extension will be approved.

20.8.1.2 That the work cannot be completed by the CONTRACTOR within the time specified solely by reason of such causes.

20.8.2 No extension of time shall be granted for material delays or deliveries except in the case of national emergency or documented labor strikes.

20.8.3 The ENGINEER shall make a determination as soon as practicable after the CONTRACTOR'S notice is received and shall decide the amount of additional time, if any, for completion of the work which conditions justify.

20.8.4 NO DAMAGES FOR DELAY; ACKNOWLEDGEMENT BY CONTRACTOR (CONSTRUCTION MANAGER)

No Claim for damages or any other claim other than for an extension of time shall made or asserted against the Owner by reason of any delay, disruption, interference or hindrance. The Contractor (Construction Manager) shall not be entitled to any increase in the Contract Sum or payment or compensation of any kind from the Owner for direct, indirect, consequential, impact or other damages, including but not limited to costs of acceleration and inefficiency, arising due to delay, disruption or hindrance or interference from any cause whatsoever. Contractor's

(Construction Manager's) sole remedy for delay, disruption, disruption and interference damages shall be an equitable time extension, provided that a logical time impact analysis has been provided to the Owner so as to evaluate any time extension.

Where the entire project has been suspended by active interference or fraud by the Owner; and the Contractor (Construction Manager) is required to standby and is otherwise unable, under any circumstances, to obtain replacement work, the Owner will equitably adjust the Contract, provided that the time impact analysis and the substantiation presented to the Owner for any project costs shall be by discreet accounting methods and no formulas, means or hypothetical computations shall be considered as the basis for any claim or damages.

20.9 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE

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

20.10 CITY'S RIGHT TO EXPEDITE WORK OR TERMINATE CONTRACT

20.10.1 If the CONTRACTOR is adjudged bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if it files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or if it repeatedly fails to make prompt payments to Subcontractors or Suppliers for labor, materials or equipment or if it disregards laws, rules, regulations or orders of any public body having jurisdiction, or if it disregards the authority of the ENGINEER, or should the CONTRACTOR any time refuse, neglect or fail to supply a sufficient number of properly skilled workmen with sufficient equipment or materials of the proper quality, or prosecute the Work with diligence and in accordance with approved schedules, or fail in the performance of any of the covenants herein contained, such refusal, neglect or failure being verified by the ENGINEER, the CITY may, after three (3) days' written notice to the

CONTRACTOR and its bonding company, provide any such labor, equipment or materials and deduct the cost thereof from any money then due or thereafter to become due to the CONTRACTOR under this Contract.

20.10.2 Alternatively, the CITY may, after ten (10) days' written notice to the CONTRACTOR and its bonding company, terminate the employment of the CONTRACTOR for said Work, and enter upon the premises and take possession of all materials, tools and equipment thereon and finish or contract with others to finish the Work. The CONTRACTOR shall not be entitled to rental or other compensation for the use of its construction tools and equipment, but shall only be entitled to the return thereof in the condition existing when possession was taken, ordinary wear and tear excepted.

20.10.3 In case of such discontinuance of the employment of the CONTRACTOR, the CONTRACTOR shall not be entitled to receive any further payment under this Contract until the said Work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the expenses incurred by the CITY in finishing the Work, such excess shall be paid by the CITY to the CONTRACTOR, but if such expenses shall exceed the unpaid balance, the CONTRACTOR shall pay the difference from money then due or thereafter to become due to the CONTRACTOR under this Contract. The expense incurred by the CITY as herein provided for finishing the Work and the damage incurred by the CITY through such default shall be certified by the ENGINEER, whose certificate thereof shall be conclusive and binding upon the parties.

20.10.4 The remedies of the CITY under this Paragraph are exclusive of and in addition to any others contained in the Contract Documents, the CONTRACTOR'S bonds, or provided by law. Any retention or payment of monies by the CITY due the CONTRACTOR will not release the CONTRACTOR from liability.

20.10.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the CITY may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract Agreement for convenience. In such case, the CONTRACTOR shall be paid for all Work executed including stored materials and demobilization costs plus a reasonable profit and overhead, not to exceed a total of 15 per cent, on the work completed.

20.11 <u>CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS</u>:

20.11.1 The intent of the Contract Documents is to include in the Contract Price the cost of all labor and materials, taxes, water, fuel, tools, plant, equipment, light, utilities, transportation and all other expenses as may be necessary for the proper execution of the Work.

20.11.2 The Contract Documents comprise the entire Agreement between the CITY and the CONTRACTOR and may be altered only by a Modification.

20.11.3 The Contract Documents are complementary; what is called for by one is binding as if called for by all. If the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, the CONTRACTOR shall call it to the ENGINEER'S attention in writing before proceeding with the Work affected thereby.

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

20.11.5 Existing dimensions and clearances shall be verified by the CONTRACTOR before laying out the Work. Any discrepancies shall be immediately forwarded to the ENGINEER for resolution.

20.11.6 Any Addenda issued by the ENGINEER prior to the opening of the bids for the purposes of changing the intent of the Contract Documents or clarifying the meaning thereof shall be binding in the same way as if written therein.

20.11.7 The Table of Contents for the Contract Documents, or any division thereof, is included for convenience only. It does not form a part of the Contract Agreement, nor does it show the scope or disposition of the Work.

20.11.8 Neither the ENGINEER nor the CITY will assume any responsibility for bidding errors and/or omissions caused by failure of the CONTRACTOR or any of its Subcontractors to inspect and familiarize themselves with the complete set of Contract Documents.

20.12 COPIES OF DOCUMENTS, RECORD DOCUMENTS

20.12.1 The CITY will furnish to the CONTRACTOR up to six (6) copies of the Contract Documents (Plans, Specifications and Addenda) at no cost, and as reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

20.12.2 The CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the ENGINEER and shall be delivered to the CITY upon completion of the Project.

20.13 WORK BY OTHERS

20.13.1 The CITY may perform work related to the Project with CITY personnel, or award other direct contracts therefor. In either event, the CONTRACTOR shall fully cooperate with such other CONTRACTORS and carefully schedule and fit its own Work to that provided under other contracts. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR.

20.13.2 The CONTRACTOR shall do all cuttings, fittings or patching of the Work that may be required to make its several parts connect with the work of other Contractors as shown in, or reasonably implied, by the Contract Documents and as may be directed by the ENGINEER.

20.13.3 Any cost caused by defective or ill-timed work shall be borne by the party responsible therefor as determined by the ENGINEER, except the CITY shall not be responsible for any damages or costs to the CONTRACTOR as a result of delays, disruptions or hindrances caused in whole or in part by the CITY, its agents and employees.

20.13.4 The CONTRACTOR shall not endanger any Work by cutting, digging, or otherwise, and shall not cut or alter the work of any other CONTRACTOR without the consent of the ENGINEER.

20.13.5 If the performance of additional work by other CONTRACTORS or the CITY is not noted in the Contract Documents prior to the award of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any additional work. If the CONTRACTOR believes that the performance of additional work by the CITY or others involves the CONTRACTOR in additional expense or entitles it to an extension of the Contract Time, it may make a claim therefor as provided in Paragraph 20.34.

20.14 ASSIGNMENT, SUBLETTING OR SUBCONTRACTING

20.14.1 The CONTRACTOR shall perform at least 25% of the total amount of the work to be performed under this Contract with its own organization and may sublet any portion of the remaining work to qualified Subcontractor(s)-- EXCEPT as provide for in Division I Section 5 or Section 6,if applicable.

20.14.2 Subletting of any Work under this Contract shall not relieve the CONTRACTOR of its full responsibility for the proper and timely performance of all work required hereunder and for its selection of Subcontractor(s).

20.14.3 If, in the judgment of the CITY, any Subcontractor has, for any reason, failed to perform its subcontract in a satisfactory or timely manner, the CITY or ENGINEER shall advise the CONTRACTOR in writing of its determination and the CONTRACTOR shall promptly, and not later than fifteen

(15) calendar days from the receipt of such advice, replace such Subcontractor with another Subcontractor agreeable to the CITY and ENGINEER unless the CONTRACTOR, with the CITY'S or ENGINEER'S consent, decides to perform the subcontracted work itself. The rights of the CITY under this Paragraph shall be in addition to the CITY'S other rights and remedies under the CONTRACTOR'S bond or otherwise.

20.14.4 The exercise of this right by the CITY or ENGINEER shall not be considered as a basis for an increase in cost to the CITY or an increase in contract time to the CONTRACTOR, for work performed under this Contract and neither shall be allowed.

20.14.5 The divisions and sections of the Contract Documents and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.

20.14.6 In all relations, pertinent to the work, between the subcontractors and the CITY or ENGINEER, the subcontractors and its employees shall be considered as employees of the CONTRACTOR as the term "employee" is used in these specifications. Nothing contained in the Contract or specifications shall create any contractual relations between a subcontractor and the CITY. The CONTRACTOR shall be responsible to the CITY for its subcontractors.

20.14.7 The CITY reserves the right to let other Contracts in connection with this project. Each CONTRACTOR shall afford other CONTRACTOR'S reasonable facilities for the bringing in and storage of their materials and execution of their work.

20.15 MATERIALS AND WORKMANSHIP

20.15.1 All workmanship, equipment, materials and articles incorporated in the Work covered by this Contract are to be new and of the best grade (unless re-use of used materials is otherwise specified). When required, the CONTRACTOR shall furnish the ENGINEER certified copies of test results made of the materials or articles which are to be incorporated in the Work for approval. When so directed, samples of materials shall be submitted for approval. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection, removal and replacement at the CONTRACTOR'S expense.

20.15.2 If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with the manufacturer's instructions and established practice and standards recognized by architects, engineers and the trade.

20.16 SUBSTITUTIONS

20.16.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Materials or equipment of other Suppliers may be accepted by the ENGINEER if sufficient information is submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by the ENGINEER will include the following as may be modified in the Special Conditions. Requests for review of substitute items of material and equipment will not be accepted by the ENGINEER from anyone other than the CONTRACTOR. If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice the CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other contract directly with the CITY for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other CONTRACTORS affected by the resulting change, all of which shall be considered by the ENGINEER in evaluating the proposed substitute. The ENGINEER may require the CONTRACTOR to furnish at the CONTRACTOR'S expense additional data about the proposed substitute.

20.16.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the ENGINEER, if the CONTRACTOR submits sufficient information to allow the ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the ENGINEER will be similar to that provided in paragraph 20.16.1 as applied by the ENGINEER and as may be modified by the Special Conditions.

20.16.3 The ENGINEER will be allowed a reasonable time (normally a minimum of ten (10) days) within which to evaluate each proposed substitute; such time shall not be deemed justification for an extension of the CONTRACTOR'S time for completion of the project. The ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The ENGINEER will record time required by the ENGINEER and the ENGINEER's consultants in evaluating substitutions proposed by the CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute, the CONTRACTOR shall reimburse the CITY for the charges of the ENGINEER and the ENGINEER's consultants for evaluating each proposed substitute.

20.16.4 The CITY may require the CONTRACTOR to furnish at the CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

20.17 ROYALTIES AND PATENTS

20.17.1 The CONTRACTOR shall indemnify, defend and save harmless the CITY, and the ENGINEER from all liabilities, decrees, judgment claims or disbursements, including attorneys' fees and/or damages and expenses resulting from delay which may in any way come against or be incurred by the CITY, or the ENGINEER by reason of the use of any patented material, machinery, devices, equipment or processes furnished or used in the performance of the work under this Contract or the use by the CITY of the completed structure or by reason of the use of patented designs furnished by the CONTRACTOR and accepted by the CITY. In the event any claim, action at law or suit in equity of any kind whatsoever is made or brought against the CITY, or the ENGINEER involving any such patent rights, then the CITY shall have the right without impairment of the foregoing indemnification, to retain from the money due and to become due said CONTRACTOR a sufficient amount of money to protect these parties against loss.

20.18 COMPLIANCE WITH LAWS AND PERMITS

20.18.1 The CONTRACTOR shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work and shall, unless the Contract Documents provide otherwise, at its own cost obtain all permits and licenses necessary for the prosecution of the Work, including, but not limited to, Building and other permits specified in Chapter 320 of the Jacksonville Ordinance Code.

20.18.2 The CONTRACTOR shall pay all fees and charges required for permits, connections to utilities, downstream pollution, concurrency management, parking meter rental/removal and any other assessments imposed on construction or initial occupancy of the project.

20.18.3 The CONTRACTOR shall be responsible for the payment of all Federal, State, or local taxes, including but not limited to sales and use taxes, applicable to the performance of this Contract and shall indemnify and hold harmless the CITY from the consequences of the CONTRACTOR'S failure to pay such taxes.

20.18.4 The CONTRACTOR shall indemnify and save harmless the CITY and the ENGINEER from all liabilities, decrees, judgments claims or disbursements, including attorneys fees and/or damages and expenses arising from or based upon the violation of any law, ordinance, regulation or permit whether by the CONTRACTOR, the CONTRACTOR'S employees, or sub-contractors.

20.18.5 Permits required for construction of facilities within and/or crossing the right-of-way of state and federal highways, railroads, and waterways shall be obtained by and at the expense of the CITY. No work shall be performed in such areas until said permits have been provided to the CONTRACTOR.

20.18.6 The CONTRACTOR shall comply with all conditions of permits on the project issued by Federal, State, or local governmental agencies, which are hereby incorporated into these Contract Documents, until the project is accepted by the CITY as substantially complete, unless a specific agreement otherwise is endorsed by both the CONTRACTOR and the CITY. Accordingly, the CONTRACTOR is responsible for the resolution of any issues resulting from a finding of noncompliance during construction by any of the respective regulatory agencies including all costs for delays, litigation, fines or other costs; all of which costs shall be borne by the CONTRACTOR at no cost to the CITY. Copies of the permits for this project can be found in Section 33 of this document.

20.19 CITY'S NON-DISCRIMINATION POLICY

20.19.1 In compliance with Section 126.404 of the Jacksonville Ordinance Code, the Bidder, upon affixing its signature to the Proposal and/or Contract, certifies that its firm meets and agrees to the following provisions:

(a) The CONTRACTOR represents that it has adopted and will maintain a policy of non-discrimination against an employee or applicant for employment on account of race, religion, sex, color, national origin, age or handicap, which policy applies in all areas of employee relations throughout the term of this contract.

(b) The CONTRACTOR agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Chief of Procurement and Supply or their designee for the purpose of investigation to ascertain compliance

with the non-discrimination provisions of this Contract; provided, that the CONTRACTOR shall not be required to produce for inspection records covering periods of time more than one year prior to the date of the Contract Agreement.

(c) The CONTRACTOR agrees that, if any of the obligations of this Contract are to be performed by a subcontractor, the provisions of Subparagraphs 20.19.1(a) and 20.19.1(b) shall be incorporated into and become a part of the Subcontract.

20.20 FEDERAL EMPLOYMENT REQUIREMENTS

20.20.1 On federally assisted projects, the attention of all Contractors and subcontractors is directed to current Labor Standards Contract Provisions, Anti-Kickback Regulations and Provisions, and associated forms including but not limited to: Certification of Nonsegregated Facilities; Certification by Proposed Prime CONTRACTOR or Subcontractor regarding Equal Employment Opportunity; Notice to Labor Unions and Other Organizations of Workers; Nondiscrimination in Employment; Weekly Statement of Compliance; and Sample Payroll Form.

20.21 FEDERAL WAGE RATES

20.21.1 Prevailing rates of pay as determined by the United States Department of Labor shall be paid to skilled and unskilled labor on Federally assisted contracts valued at over $2,000.

20.22 AVAILABILITY OF LANDS: SURVEYS AND CONDITIONS AT THE SITE

20.22.1 The CITY will provide, as indicated in the Contract Documents and not later than the date when needed by the CONTRACTOR, the lands upon which the Work is to be done, rights-of-way or access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY, unless otherwise specified in the Contract Documents. The CONTRACTOR will provide, at its expense, all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

20.22.2 If, in the opinion of the ENGINEER, the Contract Documents do not reflect sufficient survey information, the CITY will, upon request, furnish to the CONTRACTOR copies of all available boundary surveys, which will establish or indicate such general reference points as in its judgment will enable the CONTRACTOR to proceed with the Work.

20.22.3 Unless otherwise agreed to by the CITY, the CONTRACTOR will provide all surveys necessary to commence and perform all the work. All work shall be done to the lines, grades and

elevations shown on the Plans. Any Work done without being properly located may be ordered removed and replaced at the CONTRACTOR'S expense. The CONTRACTOR shall also be responsible for monumenting benchmarks, geometric curve data and all other boundaries at the conclusion of the project, to allow for future reference.

20.22.4 The ENGINEER may, in its sole discretion, check from time to time the reference marks, lines, grades and measurements established by the CONTRACTOR, but its exercise or failure to exercise such right shall not relieve the CONTRACTOR of its obligations under the preceding sub-paragraph.

20.22.5 The CONTRACTOR shall make such investigations of conditions above or below the surface of the ground as it may deem necessary for the proper and timely performance of its work, including but not limited to the making of borings. No oral representations by any persons respecting such conditions shall in any manner be binding upon the CITY or the ENGINEER.

20.22.6 The CITY may have, for its own use, made borings at or near the site of the work. The boring data will be made available by the ENGINEER if the CONTRACTOR, for its own convenience, desires to examine it. Any interpretations or conclusions drawn by the CONTRACTOR from such data shall be its own and the CITY makes no representation or guarantee concerning the accuracy or completeness of such data. The CONTRACTOR shall be responsible for making its own determination of subsurface soil conditions and water table variations prior to bidding and shall not assume that any water levels shown by the aforesaid boring data will necessarily be maintained at the level indicated.

20.22.7 If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the CONTRACTOR shall give notice to the ENGINEER promptly before conditions are disturbed and in no event later than five (5) days after first observance of the conditions. The ENGINEER will promptly investigate such condition and, if it differs materially and causes an increase or decrease in the CONTRACTOR'S cost of, or time required for, performance of any part of the work, will recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the ENGINEER determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the ENGINEER shall so notify the CONTRACTOR in writing stating the reasons. Claims in opposition to such determination must be made within ten (10) days after the ENGINEER has given notice of the decision.

20.22.8 The CONTRACTOR shall be responsible for any encroachments on rights or property of the public or adjoining property owner and shall hold the CITY harmless because of any encroachments which may result of the CONTRACTOR'S lack of proper layout. In this regard the CONTRACTOR shall, without extra cost to the CITY, remove any work or that portion of any work that encroaches on the property of others, or that is built beyond legal building or setback limits, and shall rebuild the affected work or portion of work at the proper location and in full compliance with the Contract Documents.

20.22.9 The CONTRACTOR shall not (except upon written consent from the property owner) enter or occupy with men, tools or equipment any land outside the easements, rights-of-way or property of the CITY. A copy of the written consent shall be delivered to the ENGINEER prior to entry.

20.23 UTILITIES AND OTHER OBSTRUCTIONS

20.23.1 Information shown on the drawings related to existing utilities, whether on the surface or underground, has been provided for whatever purpose the CONTRACTOR may, at the CONTRACTOR'S risk, use it. The CONTRACTOR shall have full responsibility for reviewing and checking such information for accuracy and the CITY makes no representation or guarantee concerning the accuracy or completeness of such information.

20.23.2 The CONTRACTOR shall be responsible for locating all utilities either on or contiguous to the site (or payline width) and taking adequate precautions to safely protect, support and maintain such utilities during construction, whether or not such utilities are accurately shown on the Drawings. Where there is a direct conflict between an existing utility, and proposed construction and there is no provisions in the Contract Documents for resolving the conflict, cost of resolving the conflict shall be borne by the OWNER of the utility.

20.23.3 If a utility not shown on the drawings of the site or within the payline is damaged by the CONTRACTOR, the cost of repair of initial damage shall be borne by the owner of the utility provided the CONTRACTOR had requested utility locates. The cost of repair for any subsequent damages by the CONTRACTOR to such utility shall be borne by the CONTRACTOR. The final decision as to responsibility for the cost of repair of damage to a utility, whether or not shown on the drawings, shall be made by the ENGINEER.

20.23.4 Customer service lines and other utilities that traverse a payline width are not normally shown on the Drawings and any damages thereto shall be the sole responsibility of the CONTRACTOR.

20.23.5 It shall be the responsibility of the CONTRACTOR to notify each utility that may be affected by proposed construction at least 72 hours prior to construction in order for the utility to locate and stake its facilities in the field.

Should the CONTRACTOR encounter any unidentified utility, work in the immediate area shall cease and the ENGINEER shall be advised. Florida Statutes specifically require the CONTRACTOR to notify gas companies at least 48 hours in advance of any digging operation in the vicinity of underground gas lines.

20.24 PROTECTION OF LIFE AND PROPERTY

20.24.1 Throughout the performance of the work, the CONTRACTOR shall, at its own expense, construct and adequately maintain suitable and safe crossings, detours, barricades, watchmen or other safety precautions as directed by the ENGINEER.

20.24.2 Nothing in this section shall be construed as requiring the CONTRACTOR to provide a road patrol.

20.24.3 Existing poles, wires, fences, gates, curbing, paving, property line markers, trees, shrubs, landscaping, traffic signs and signals, and other structures or items, either public or private, must be preserved in place and shall be protected from damage by the CONTRACTOR. Should such items be damaged as a result of the CONTRACTOR'S operations, it shall be restored, at no additional cost to the CITY, by the CONTRACTOR to at least as good condition as that in which it was found immediately before the work was begun.

20.24.4 Any object, item of historical value, artifact, or other item deemed valuable by the ENGINEER, the Historical and Cultural Conservation Commission, the Museum of Science and History or any other historical organization, which is encountered within the limits of the construction shall not be damaged by the CONTRACTOR and shall remain the property of the CITY.

20.24.5 In the event the CONTRACTOR does not perform its obligations under the preceding paragraphs, the CITY reserves the right, at its election, to make good any damage to public or private property caused by the work of the CONTRACTOR. The cost thereof will be deducted from the CONTRACTOR'S final payment application.

20.25 USE OF JOB SITE

20.25.1 The CONTRACTOR shall confine its equipment, apparatus, the storage of materials and operations of its workmen to limits indicated by law, ordinances, permits or directions of the ENGINEER and shall not encumber the premises with its materials.

20.25.2 The CONTRACTOR shall not load or permit any part of any structure to be loaded to the extent that its safety may be endangered.

20.25.3 The CONTRACTOR shall not close or obstruct any portion of a street, road or private way without obtaining permits therefor from the proper authorities. If any street or private way shall be rendered unsafe by the CONTRACTOR'S

operations, it shall make such repairs or provide such temporary ways or guards as shall be acceptable to the ENGINEER. Streets, roads, private ways, and walks not closed shall be maintained passable by the CONTRACTOR at its expense, and the CONTRACTOR shall assume full responsibility for the adequacy and safety of provisions made. The CONTRACTOR shall at least five (5) days in advance, notify the Traffic Engineer in writing and receive permission, with a copy to the ENGINEER, if the closure of a street is necessary. The CONTRACTOR shall be responsible for maintaining proper coordination with the Traffic Engineer and the Traffic Engineering Division of the City of Jacksonville.

20.26 ENGINEER'S STATUS DURING CONSTRUCTION

20.26.1 The ENGINEER shall be the CITY'S representative during the construction period. All instructions of the CITY to the CONTRACTOR shall be issued by the ENGINEER. The duties and responsibilities and the limitations of authority of the ENGINEER as the CITY'S representative during construction are set forth in these Contract Documents and shall not be extended without written consent of the CITY ENGINEER.

20.26.2 The ENGINEER shall observe and monitor the Work. If the ENGINEER is an employee of the CITY, he/she shall be an agent only to the extent provided in the Contract Documents. If the appointed ENGINEER is engaged as an independent Consultant, its responsibility and authority are limited as set forth in the Contract Documents. The ENGINEER has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. As the ENGINEER is, in the first instance, the interpreter of the conditions of the Contract and the judge of the CONTRACTOR'S performance, the ENGINEER shall use its powers under the Contract to enforce the faithful performance thereof. The ENGINEER shall also, within a reasonable time, make decisions on all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. Except as expressly provided in the Contract Documents, all the ENGINEER'S decisions shall be final. For the purposes of this Section and depending on the urgency of the matter, seven (7) days shall be considered reasonable time.

20.26.3 Nothing in the Contract Documents shall be construed as placing the work under the specific direction or supervision of the CITY or the ENGINEER or relieving the CONTRACTOR from its liability as an independent CONTRACTOR and, as such, it shall be solely responsible for the method, manner and means by which it shall perform its work, including, but not limited to, supervision and control of its own personnel and scheduling of the work as required to insure its proper and timely performance, and it shall be solely responsible for the exercise of due care to prevent bodily injury and damage to property in the prosecution of the work, all in accordance with the governing Sections of these Specifications.

20.27 ENGINEER'S INTERPRETATIONS AND DECISIONS

20.27.1 The ENGINEER will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as it may determine necessary for the proper execution of the work, such clarifications and interpretations to be consistent with or reasonably inferable from the overall intent of the Contract Documents. The CONTRACTOR will immediately proceed with the work in the normal schedule sequence in accordance with the ENGINEER'S determination. If the CONTRACTOR believes that a written clarification and interpretation justifies an increase in the Contract Price, it may make a claim therefor as provided in Paragraph 20.34.

20.27.2 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In its capacity as interpreter and judge it will exercise its best efforts to insure faithful performance by both the CITY and the CONTRACTOR. It will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for a decision, which it shall render in writing within a reasonable time, generally seven (7) days or less.

20.28 SHOP DRAWINGS

20.28.1 The term "shop drawings" as used herein includes fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, catalogs and brochures; performance and test data; wiring and control diagrams; all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and method of construction as may be required to show the ENGINEER that the proposed materials, equipment or systems and the position thereof are in compliance with the requirements of the Contract Documents. As used herein, the term "manufactured" applies to standard units usually mass produced, and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall establish the actual details of all manufactured or fabricated items; indicate proper relation to adjoining work; amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure; and incorporate minor changes of design or construction to suit actual conditions.

20.28.2 The CONTRACTOR shall submit all required shop drawings with such promptness as to cause no delay in its work or in that of any other CONTRACTOR or subcontractor. No extensions of time will be granted to the CONTRACTOR because of failure

to have shop drawings submitted in ample time to allow for checking, subsequent submittals and reviews, and approval. All shop drawings shall be complete in every detail, properly identified with the name and number of the Project and to the Specification paragraph number for identification of each item, and stating qualifications, departures or deviations from the Contract Documents, if any. Shop drawings for each section of the work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. Each drawing shall have a clear space above the title block in the lower right-hand corner for the approval stamps of the CONTRACTOR and the ENGINEER.

20.28.3 The CONTRACTOR shall forward to the ENGINEER for review, five (5) prints of each drawing, plus the number of prints it desires returned, including fabrication, erection, layout and setting drawings, and such other drawings as are required under the various sections of the Specifications. Similarly, the CONTRACTOR shall submit three (3) copies plus the number of copies it desires returned of manufacturer's descriptive data for materials; equipment and fixtures, including catalog sheets showing dimensions, performance characteristics and capacities; wiring diagrams and controls; schedules; and other pertinent information as required.

20.28.4 Each Subcontractor shall submit all shop drawings and manufacturer's descriptive data through the CONTRACTOR for the ENGINEER'S approval. Shop drawings will not be accepted directly from Subcontractors or Suppliers (except in special instances when specifically required by the ENGINEER). All shop drawings shall be thoroughly checked by the CONTRACTOR for completeness and for compliance with the Contract Documents before submitting them to the ENGINEER, and shall bear the CONTRACTOR'S stamp of approval certifying that it has been so checked. Any shop drawings submitted without this stamp of approval and certification and any shop drawings which in the ENGINEER'S opinion are incomplete, contain numerous errors or have not been checked or checked only superficially by the CONTRACTOR will be returned unchecked by the ENGINEER for resubmission by the CONTRACTOR.

20.28.5 In checking shop drawings, the CONTRACTOR shall verify all dimensions and field conditions and shall check and coordinate the shop drawings of any section or trade with the requirements of all other sections or trades whose work is related thereto, as required for proper and complete installation of the work. The drawings will be reviewed for compliance with design concept and will either be approved (as qualified below) or desired corrections will be requested by a "Return for Correction" stamp; however, approval of such drawings shall not be construed as a complete check nor shall it relieve the CONTRACTOR, Subcontractor, manufacturer, fabricator or supplier from ultimate responsibility for any deficiency that may exist or from any departures or deviations from the requirements

of the Contract Documents unless it has, in writing, called the ENGINEER'S attention to such deviations at the time of submission and obtained written approval thereof, nor shall it relieve it from the responsibility for errors of any sort in shop drawings or schedules, nor from responsibility for proper fitting of the work, nor from the necessity of furnishing any work required by the Contract Documents which may not be indicated on shop drawings when approved. The CONTRACTOR shall be solely responsible for all quantities and dimensions which may be shown on the shop drawings. All rough-in and connections for utilities shall conform to approved equipment shop drawings.

20.28.6 The ENGINEER will review the shop drawings with reasonable promptness (normally ten (10) days minimum) and will return them to the CONTRACTOR stamped to indicate the action taken. The stamp will indicate that the shop drawing is "Approved", "Approved as Noted", "Returned for Correction" or "Disapproved". Only those shop drawings stamped "Returned for Correction" or "Disapproved" shall be resubmitted for subsequent review. Resubmittals shall be in the same form and number of copies as original submittals, with notation indicating a revised submittal. Prints stamped "Approved" or "Approved as Noted" will be returned, less the five (5) sets retained by the CITY, to the CONTRACTOR, who will be responsible for distributing them to the field and Subcontractors.

20.28.7 When shop drawings are in the form of manufacturer's descriptive literature, catalog cuts and brochures, each copy will be stamped by the ENGINEER in the same manner as described above for Shop Drawings, indicating the action taken. Copies stamped "Approved" and "Approved as Noted" will be returned to the CONTRACTOR, who will be responsible for distributing them to the field and to Subcontractors. If stamped "Returned for Correction" or "Disapproved", the CONTRACTOR shall have the required corrections made and submit the same number of new copies for each subsequent review as was included in the original submittal until approval is obtained.

20.28.8 At the same time the ENGINEER returns a reviewed submittal to the CONTRACTOR, it will also forward two copies of each item stamped "Approved" or "Approved as Noted", together with any conditions of approval, to the CITY for field and office use. The ENGINEER may revoke approval of shop drawings, should field conditions so dictate.

20.28.9 The CONTRACTOR shall, at no extra cost to the CITY, make all changes and alterations whatsoever in work already performed or in subcontracts or orders placed prior to the approval of any and all shop drawings.

20.28.10 A submittal/transmittal form letter (in a format provided by the CITY) shall accompany each submittal. Each submittal shall deal with only one section of the Specifications, and shall be identified by Section Number and Contract Number. Shop drawings shall be forwarded to

the ENGINEER for approval. Each drawing (or each part of a brochure) shall be listed separately on the letter and identified as indicated thereon. The CONTRACTOR shall also note on the transmittal letter any deviations that the shop drawings may have from the requirements of the Contract Documents.

20.28.11 After approval of shop drawings and submissions, the CONTRACTOR shall submit, if required, bound copies of detailed instructions covering the operation and maintenance of all equipment furnished under this Contract.

20.28.12 No work required by shop drawings shall be executed until approved by the ENGINEER and a copy stamped "Approved" is on the job site. Approval of shop drawings by the ENGINEER shall not relieve the CONTRACTOR from the responsibility of furnishing the items covered in proper size, dimensions, quantity, quality, and service characteristics to efficiently perform the requirements and reasonable inferred intent of the Contract Documents. Such approval shall not relieve the CONTRACTOR from responsibility for errors in the shop drawings or for compatibility of the item covered with other materials, equipment, assemblies, devices, products, or fixtures used in construction of the project. Should the shop drawings deviate from the Contract Documents, the CONTRACTOR shall advise the ENGINEER in writing accompanying the shop drawings, including the reason for the deviation.

20.29 SAMPLES

20.29.1 The term "Samples" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the Specifications, and any other samples as may be required by the ENGINEER to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the CONTRACTOR conform to the requirements of the Contract Documents. Samples approved by the ENGINEER shall establish the kind, quality and other required characteristics of the various parts of the work, and all work shall be in accordance with the approved samples.

20.29.2 The CONTRACTOR shall submit all required samples with such promptness as to cause no delay in its own work or in that of any other CONTRACTOR or Subcontractor. No extensions of time will be granted to the CONTRACTOR because of its failure to submit samples in ample time to allow for review and approval.

20.29.3 In case considerable range of color, graining, texture or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished to indicate the full range of such characteristics which will be present in the finished products. Unless otherwise called for in the various sections of the Specifications, samples shall be submitted

in triplicate. All samples shall be marked, tagged, or otherwise properly identified with the name of the CONTRACTOR, the name of the Project, the purpose for which the samples are submitted, and the date, and shall be accompanied by the letter of transmittal containing similar information together with the Specification paragraph number for identification of each item. Each tag or sticker shall have clear space for the approval stamps of the CONTRACTOR and the ENGINEER.

20.29.4 Samples of materials which are generally furnished in containers bearing the manufacturer's descriptive labels and printed application instructions shall, if not submitted in the standard containers, be supplied with such labels and application instructions.

20.29.5 Each Subcontractor shall submit all samples through the CONTRACTOR for the ENGINEER'S approval. All samples shall be checked by the CONTRACTOR for compliance with the Contract Documents before submitting them to the ENGINEER and shall bear the CONTRACTOR'S stamp of approval certifying that they have been so checked. If any samples are submitted without this stamp, or if in the ENGINEER'S opinion the samples are incomplete or have not been checked or only checked superficially, the CONTRACTOR will be required to re-submit additional samples until such samples are satisfactory.

20.29.6 The ENGINEER will review samples for aesthetics, general design and technical compliance; however, approval of such samples will not relieve the CONTRACTOR from ultimate responsibility for any departure or deviations from the requirements of the Contract Documents unless it has, in writing, directed the ENGINEER'S attention to such departures or deviations at the time of submission. The ENGINEER will pass upon the samples with reasonable promptness. If the samples are approved, they will be so stamped and the CONTRACTOR will be notified to pick them up. If the samples are not approved, the CONTRACTOR will be notified to re-submit additional samples until they are approved.

20.29.7 The CONTRACTOR will deliver one of each sample "Approved" or "Approved as Noted" (and so stamped) to the CITY prior to incorporation of the material in the work.

20.29.8 The ENGINEER may revoke approval of a sample should field conditions so dictate. In addition, the ENGINEER might make approval of field components of construction, such as concrete mixes and backfill compaction, and as called for in the Specifications.

20.30 TESTS AND INSPECTIONS

20.30.1 All materials and equipment prior to being incorporated in the work, shall be tested for conformance with contractual requirements. Standard items of a uniform nature may be accepted on the manufacturer's certification. Where

specific performance and/or quality is referred to, it is the CONTRACTOR'S responsibility to have the necessary tests performed by qualified persons to show that the contractual requirements are being met except those tests, if any, named in the Special Conditions to be performed by the CITY. Certified test results shall be submitted promptly in quadruplicate to the ENGINEER for review. All tests shall be performed in accordance with referenced standards. Where no reference is made, tests shall be performed in accordance with the methods prescribed by the American Society for Testing and Materials or such other organization as would be applicable.

20.30.1.1 Testing Costs Borne by the CITY.

Unless provided otherwise by Special Conditions, the CITY will pay for the following tests:

1. Geotechnical investigations (generally performed during the Design Phase prior to bidding.)
2. Testing of compaction for all structural, building or utility backfills
3. Testing of concrete
4. Testing of welds
5. Testing of torque of bolts

The CONTRACTOR will pay for any retests resulting from its failure to provide work that passes required tests. Said retests shall be performed by the same testing company which failed the work.

20.30.2 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, require any work to specifically be inspected, tested, or approved by someone other than the CONTRACTOR or the ENGINEER, the CONTRACTOR shall give the ENGINEER timely notice of readiness therefor. The CONTRACTOR shall furnish the ENGINEER the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents.

20.30.3 If any work required to be inspected, tested or approved is covered up without written approval or consent of the ENGINEER, it must, if directed by the ENGINEER, be uncovered for observation and/or testing at the CONTRACTOR'S expense.

20.30.4 Any work which fails to meet the requirements of any required test, inspection or approval and any work which meets the requirements of any test or approval, but nevertheless does not meet the requirements of the Contract Documents, shall be considered defective. Such defective

work may be rejected, corrected or accepted as provided in Paragraph 20.38.

20.30.5 The ENGINEER may appoint inspectors to inspect any and all materials and work. Such inspection may extend to any or all parts of the work and to the preparation and manufacture of the materials to be used. The inspectors shall not be authorized to alter, revoke, enlarge or relax the provisions of the Contract Documents, nor will it be authorized to approve or accept any portion of the completed work, nor to issue instructions contrary to the Contract Documents. An inspector is placed on the work to keep the ENGINEER informed as the progress of the work and the manner in which it is being done; also to call attention of the CONTRACTOR to any infringement upon the Contract Documents. The inspector will have the authority to reject defective materials or to suspend any work that is being improperly done subject to the final decision of the ENGINEER.

20.30.6 Neither observations by the ENGINEER nor inspections, tests or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from its obligations to perform all work in accordance with the requirements of the Contract Documents.

20.30.7 Upon completion and prior to acceptance of the installation, all major equipment shall be subjected to operating field tests to determine satisfactory functioning and operation. The equipment shall be operated by and at the expense of the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER for approval, an outline of the test sequence and a schedule indicating the estimated time required to complete the tests.

20.30.8 Unless otherwise provided in the Contract Documents, acceptance by the CITY shall be made as promptly as practicable after completion and inspection of all work required by the Contract Documents. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the CITY'S rights under any warranty or guarantee.

20.30.9 Until the final acceptance of the project by the CITY, it shall be under the charge and care of the CONTRACTOR, who shall take every precaution to protect the work from damage by the elements or from any cause whatsoever and it shall repair and make good at its own expense any such damage. The CONTRACTOR shall provide and maintain suitable, strong and substantial barricades and signs wherever necessary to protect the public and users of the facility. These signs and barricades shall be kept lighted from sunset to sunrise with suitable properly colored lights.

20.31 CONTRACTOR'S SUPERVISION AND SUPERINTENDENT

20.31.1 The CONTRACTOR shall supervise and direct the work efficiently and with its best skill and attention and shall

be solely responsible for the means, methods, techniques, sequences and procedures of construction. It shall be the CONTRACTOR'S responsibility to carefully study and compare the Contract Documents and to check and verify all figures shown thereon and all field measurements.

20.31.2 In case of discrepancy in the Plans, the matter shall be immediately submitted to the ENGINEER without whose decision said discrepancy shall not be adjusted by the CONTRACTOR, save only at its own risk and expense.

20.31.3 The CONTRACTOR shall be responsible for ensuring that the finished work complies accurately with the Contract Documents.

20.31.4 At all times during its progress from commencement of construction through completion of the Substantial Completion punchlist items, except when work on this project is suspended in accordance with Section 20.7 herein or as specified below, the CONTRACTOR shall keep on the work site a full-time resident superintendent satisfactory to the ENGINEER. The superintendent shall be designated at the Preconstruction Conference, shall not be replaced without the written consent of the ENGINEER and shall not be assigned to any other Project. The superintendent shall be the CONTRACTOR'S representative at the site and shall have complete authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR.

On construction contracts with a value of less than $1,500,000 the requirement for having a full-time on-site superintendent will be waived and the following requirements will apply:

Project Construction Cost	% of Time (Daily) Superintendent Is To Be On-Site
Less than $350,000	4 hours/day
$350,001 to $800,000	5 hours/day
$800,001 to $1,500,000	6 hours/day

When not on-site, the superintendent shall be available to the CONTRACTOR'S personnel, its subcontractors and the CITY by telephone or radio and shall be able to be on-site in 1 hour or less, should their presence be required for any reason.

This reduction in the on-site superintendent requirement in no way releases the CONTRACTOR from its responsibility to supervise the work of its personnel/subcontractors, maintain safety, maintain environmental and traffic controls or, any other responsibility assigned under this contract.

20.31.5 Any person employed on the work who shall be deemed to be incompetent by the ENGINEER, or shall be guilty of any disorderly conduct or shall trespass on any property in the vicinity of the work shall be removed from the work at once by the CONTRACTOR at the request of the CITY or ENGINEER.

20.31.6 Neither the CITY nor the ENGINEER will be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of its agents or employees, or any other persons performing any of the work.

20.31.7 If the CONTRACTOR does not have a local office, a field office with telephone and facsimile facilities shall be provided by the CONTRACTOR during the full period of the Contract.

20.32 SAFETY, PROTECTION AND EMERGENCIES

20.32.1 The CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. It shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority; and take all necessary precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to the following:

20.32.1.1 All employees and subcontractors on the work, the public, and all other persons who may be affected thereby, including the CITY'S employees and its agents.

20.32.1.2 All the work completed and in progress and all materials or equipment to be incorporated therein whether in storage on or off the site.

20.32.1.3 Other public or private property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

20.32.2 The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. It shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection, including posting danger signs, barricades, and other warnings against hazards and promulgating safety regulations. It shall notify owner's of adjacent properties and utilities when prosecution of the work may affect them. The use of explosives is strictly prohibited. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the recommended safety provisions of the Manual of Accident Prevention in Construction published by the Associated

General Contractors of America, to the extent that such provisions are contradictory to applicable laws.

20.32.3 The CONTRACTOR shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the work against weather conditions and for handling all storm, flood and ground water, sewage, or other seepage, that may be encountered during the performance of the Contract. The manner of providing for such contingencies and for carrying on the work in freezing weather shall meet with the approval of the ENGINEER. If the CONTRACTOR shall fail to provide adequate protection or in the event of emergencies, the CITY may provide such protection at the CONTRACTOR'S expense and deduct its costs from the Contract amount or the CONTRACTOR'S next application for payment, at the Owner's option.

20.32.4 The CONTRACTOR assumes all risk of damage to or destruction of the work covered by this contract until the work is completed and accepted by the CITY and shall repair or replace, at its expense, any work damaged or destroyed prior to such completion and acceptance regardless of cause, including flood, tides, fire, or any other natural disaster.

20.32.5 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the ENGINEER or CITY, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. It shall give the ENGINEER prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby. If the CONTRACTOR believes that additional work done by it in an emergency, which arose from causes beyond its control, entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefor as provided in Paragraphs 20.8 and 20.34.

20.32.6 If at any time, in the opinion of the ENGINEER, the work is not properly lighted, barricaded, and in all respects safe in regard to public travel, persons on or about the work, or public or private property, the ENGINEER shall have the right to order such safeguards to be erected and such precautions to be taken as it deems advisable, and the CONTRACTOR shall comply promptly with such orders. If, under such circumstances, the CONTRACTOR does not, or cannot, immediately put the work and the safeguards into proper and approved condition, or if the CONTRACTOR or its representative is not upon the site so that it can be notified immediately of the insufficiency of safety precautions, the ENGINEER may put the work into such a condition that it shall, in the ENGINEER'S opinion, in all respects be safe. The CONTRACTOR shall pay all expenses of such labor and materials as may have been used for this purpose by it or by the ENGINEER. Such action of the ENGINEER, or the ENGINEER'S failure to take such action, shall in no way relieve the CONTRACTOR of the entire

responsibility for any cost, loss or damage sustained on account of the insufficiency of the safety precautions taken by it or by the ENGINEER under authority of this section.

20.32.7 The CONTRACTOR'S attention is specifically directed to the published regulations of the Florida Department of Commerce on the "Use of Cranes, Draglines, and Similar Equipment Near Power Lines", "Excavations and Trenching Operations" and "Construction and Use of Scaffolds," and similar regulations of the Department.

20.32.8 The CONTRACTOR shall designate in writing a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated by the CONTRACTOR in writing and approved by the CITY ENGINEER. In any emergency affecting the safety of any person or property, the CONTRACTOR shall act, at his discretion, to prevent threatened damage, injury or loss.

20.32.9 The CONTRACTOR shall use extreme care in safe operations and shall provide adequate facilities for proper storage of materials, tools and/or equipment, and it shall be the responsibility of the CONTRACTOR to provide locked storage and/or sufficient guards to prevent injury or vandalism. The CONTRACTOR shall not (except after written consent from the property owner) enter or occupy with men, tools or equipment, any land outside the rights-of-way or property of the CITY. A copy of the written consent shall be given to the ENGINEER.

20.32.10 The CONTRACTOR shall be solely responsible for providing safe and acceptable support of excavations for the protection of workers, proposed work, existing structures, existing utilities and utility poles, trees, or any other existing or new element requiring protection. The method of support utilized by the CONTRACTOR for worker safety shall meet the requirement of the Florida Trench Safety Act (Occupational Safety and Health Administration's Safety Standards, 29C.F.R.S. 1926-65, Subpart P) and shall be sufficient to allow for proper installation and inspection of the work. Should, in the opinion of the ENGINEER, the excavation not be properly supported to prevent the damage or loss of any element, the CONTRACTOR shall immediately change, modify, and/or increase the support system to the satisfaction of the ENGINEER, at no additional cost to the Contract. The cost for whatever method of excavation support the CONTRACTOR elects to utilize shall be included in the cost of the item being installed.

20.33 ACCESS TO THE WORK, UNCOVERING FINISHED WORK, USE OF NEW WORK

20.33.1 The CONTRACTOR shall provide safe, sufficient and proper facilities at all times for the inspection of the work by the ENGINEER, the CITY or its agencies, the St. Johns River Water Management District, the Florida Department of Environmental Protection, the Environmental Protection

Agency, the Department of Labor, the Florida Department of Pollution Control, the Florida Department of Health and Rehabilitative Services and the Florida Department of Commerce, it being agreed that these agencies have the right of entry at any time. The CONTRACTOR shall, within twenty-four (24) hours after receiving written notice from the ENGINEER to that effect, proceed to remove all materials rejected by the ENGINEER, whether worked or unworked, and take down all portions of the work which the ENGINEER shall by written notice reject as unsound or improper, or which is in any way failing to conform to the Contract Documents.

20.33.2 If any work is covered contrary to the request of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for its observation and replaced at the CONTRACTOR'S expense.

20.33.3 Should it be considered necessary or advisable by the ENGINEER, at any time before acceptance of the entire work, to make an examination of work already completed by uncovering, removing or tearing out same, the CONTRACTOR shall, on written request, promptly furnish all necessary facilities, labor, and material for that purpose. If such work is found to be defective or non-conforming in any material respect, due to the fault of the CONTRACTOR or its Subcontractors, it shall defray all the expenses of such examination and of satisfactory reconstruction. If however, such work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract Price to compensate the CONTRACTOR for the additional services involved in such examination and reconstruction, and if completion of the work has been delayed thereby, the CONTRACTOR shall, in addition, be granted a suitable extension of time.

20.33.4 Whenever any portion of the new work is in suitable condition, it may be used by the CITY for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the CONTRACTOR in the completion of the Contract. Such use, however, shall not be held in any way as an acceptance of that portion of the work or as a waiver of any of the provisions of the Contract Documents. Any necessary repairs or renewals made to any portion of the work due to, or on account of, defective materials or work, shall be performed by the CONTRACTOR at its own expense. Use of any portion of the work by the CITY shall not relieve the CONTRACTOR of its responsibility.

20.34 CHANGES

20.34.1 The CITY and/or the ENGINEER shall have the right to make changes within the scope of the work or change the quantities of the work to be performed. Requests by the CONTRACTOR for changes in the work must be made in writing to the ENGINEER within three working (3) days after the need for such change becomes known to the CONTRACTOR; and,

without such written request, any claim for additional compensation or time based on such work is specifically waived by the CONTRACTOR. No such change shall be valid unless made in writing by the ENGINEER and the CITY.

20.34.2 In the event such changes cause an increase or decrease in the CONTRACTOR'S cost of or time required for performance of the Contract Agreement, the Contract Amount and/or period of performance shall be equitably adjusted upon the ENGINEER'S recommendation and mutual agreement between the CITY and CONTRACTOR.

20.34.2.1 An increase or decrease in the work for which unit prices apply under the Contract Documents shall be computed by multiplying the change in quantities (measured as provided in the Contract Documents) of such work by such unit prices.

20.34.2.2 In the absence of applicable unit prices in the Contract Documents, or work not provided for nor fairly included under unit prices for other work items, an increase or decrease in the Contract Amount and period of performance may be negotiated between the CITY and CONTRACTOR. Any negotiated increase or decrease in the Contract Amount shall be based on the CONTRACTOR'S costs for labor, materials and supplies directly applicable to the increase or decrease plus 15 percent (15%) thereof for CONTRACTOR'S supervision, overhead, bonds and profit.

20.34.2.3 The CONTRACTOR'S subcontractors will be allowed a 15% mark-up on work performed by their own forces. The CONTRACTOR will be allowed a 10% mark-up on the subcontractor's costs only. No mark-up will be allowed on the subcontractor's profit. These mark-ups include CONTRACTOR'S supervision, overhead, bond, insurance and profit.

20.34.2.4 For any negotiated increase or decrease, the CONTRACTOR will provide a complete detailed breakdown for all labor, material, and equipment, etc. associated with change. All subcontractor cost proposals shall be provided in similar manner. A lump sum figure submitted with no breakdown will be returned to the CONTRACTOR without review. No time extensions or claims of increased costs will be allowed for any delays caused by the CONTRACTOR'S failure to submit a properly prepared price breakdown. The execution of all work in a negotiated change order shall be done by the same CONTRACTOR/subcontractor that priced the work. No substitutions will be allowed without

the CITY having the opportunity to renegotiate the cost.

20.34.3 No increase or decrease in the Contract Amount or the period of time for performance of the Contract shall be valid unless approved by the ENGINEER and agreed to in writing by both the CITY and CONTRACTOR, and until a formal Change Order has been fully executed by the CITY.

20.34.4 Whenever the CONTRACTOR and the CITY are unable to agree on costs for an increase in the work and the CITY, directly or acting through the ENGINEER, orders the CONTRACTOR to proceed with the work by force account, the work will be paid for in the manner hereinafter described. The compensation thus provided shall constitute full payment for said work. The ENGINEER shall issue a written directive for the CONTRACTOR to perform the specific work. Payment will be determined as follows:

20.34.4.1 For all materials purchased by the CONTRACTOR and used in the force account work, it will be paid the actual cost of such materials, including sales taxes if required, and freight and delivery charges as shown by original receipted bills, to which will be added an amount equal to 15 percent of the sum thereof. The ENGINEER, however, reserves the right to approve or to reject the materials to be used and the sources of supply of any materials furnished by the CONTRACTOR.

20.34.4.2 For all equipment and machinery used in the force account work, the CONTRACTOR will be paid reasonable operated and maintained monthly rental prices to which no percentages will be added.

20.34.4.3 The CONTRACTOR will be paid the cost of wages for all labor which is engaged in the force account work plus the actual cost chargeable to the force account work of worker's compensation insurance, social security taxes, unemployment compensation insurance and such additional amounts as are paid by the CONTRACTOR by reason of an employment contract generally applicable to its employees, to which total sum will be added an amount equal to 15 percent of wages and other costs listed above. Subcontractor labor costs shall be computed in the same manner. The CONTRACTOR shall be allowed an additional 5% markup on his subcontractor's labor costs. In evidence of the costs of labor, equipment and materials for which payment is to be made under the force account order, the CONTRACTOR and his subcontractor(s) shall provide a certified statement of wages actually paid, together with copies of

supporting payrolls, of equipment rental charges, and of bills for materials.

20.34.4.4 Wage rates used in determining the amount of the payment will be the actual wage rates paid by the CONTRACTOR for work under this Contract, except that no rate used shall exceed the rate of comparable labor currently employed on the Project.

20.34.4.5 Payment for the services of foremen in direct charge of the specific operation will be made. Payment for the service of superintendents, timekeepers or other overhead personnel will not be made nor will payment for the services of watchmen be made unless required specifically by the force account work. The actual function performed by an employee rather than its payroll title will be the criterion used in determining the eligibility of an employee's services for payment under this provision.

20.34.4.6 The types and amounts of equipment and machinery used by the CONTRACTOR in carrying out its work under the force account order shall be made in keeping with normal practice for work of similar nature, except that the ENGINEER may, at its discretion, limit by specific instruction the types and amounts of equipment and machinery to be used.

20.34.4.7 In computing the hourly rental of such equipment, less than 30 minutes shall be considered 1/2 hour except when the minimum rental time to be paid is one hour. Rental time will not be allowed while equipment is inoperative due to breakdowns. The rental time of equipment to be paid for shall be the time the equipment is in operation on the force account work being performed, and, in addition, shall include the time required to move the equipment to the work and return it to its original location. When approved in advance by the ENGINEER, towing or transporting costs will be allowed when the equipment is moved by means other than its own power. No payment will be made for moving time, towing or transporting the equipment if it is used at the site of the work on other than force account work. No payment will be allowed for the use of small tools and minor items of equipment which, as used herein, are defined as individual tools or pieces of equipment having a replacement value of $100.00 or less.

20.34.4.8 For additional premiums paid on Performance and Payment Bonds by reason of increases in the

amount of work over and above that called for in the original Contract Agreement due to the inclusion of the force account work, and for additional premiums paid on Public Liability and Property Damage Insurance by reason of extra hazard inherent in the force account work over and above the hazard normally encountered in work of the type called for in the original Contract Agreement, the CONTRACTOR will, on presentation of substantiation evidence from its bonding and insurance carriers, be paid the actual costs to which sums no percentage will be added. Payment for the cost of additional premiums paid on Worker's Compensation Insurance by reason of extra hazard introduced into the CONTRACTOR'S operations by the inclusion of force account work is covered by the provisions above, except that any claim for additional cost based on the application, by reason of extra hazard, of a higher insurance rate to any portion of the payroll over and above that chargeable to the force account work under the provisions above, must be substantiated by evidence from the CONTRACTOR'S insurance carrier.

20.34.4.9 The CONTRACTOR and ENGINEER shall compare records of the work performed on a force account basis at the end of each day. These records shall be prepared in triplicate by the CONTRACTOR and shall be signed by both the ENGINEER and the CONTRACTOR'S representative, one copy being retained by the CONTRACTOR and two copies retained by the ENGINEER.

20.34.4.10 Payment for force account work shall be made at such time as the amount is agreed to by the ENGINEER and CONTRACTOR, and after said amount is added to the Contract by Change Order. This can be done monthly, if necessary.

20.34.4.11 Whenever the CONTRACTOR and the CITY are unable to agree on the time required for changed work, the CONTRACTOR will submit a time impact analysis in accordance with Article 20.8.4. If the CONTRACTOR and the CITY still cannot reach an agreement on the time required, the CONTRACTOR will perform the work and the dispute submitted to the CITY Construction Dispute Review Board in accordance with Article 20.49.11.

20.34.5 The CITY's PROJECT ENGINEER may authorize minor changes or alterations in the work involving extra cost or time which are consistent with the overall intent of the Contract Documents. Payment for such minor changes shall be made after execution of a formal Change Order.

20.35 UNAUTHORIZED WORK

20.35.1 Work done without lines and grades given, work done beyond lines and grades shown on the Contract Documents or as given, or any extra work done without prior written authority will be considered as unauthorized work and will not be paid for by the CITY, and when so ordered by the ENGINEER, such work shall be removed and properly replaced by the CONTRACTOR at its own expense.

20.36 CASH ALLOWANCES

20.36.1 The CONTRACTOR shall include in the Contract Price all allowances so named in the Contract Documents and shall cause the work so covered to be done by such suppliers or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Before final payment, the Contract Price shall be decreased as required by execution of an appropriate Change Order. The CONTRACTOR agrees that the original Contract Price includes such sums as it deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

20.37 WARRANTY AND GUARANTEE

20.37.1 The CONTRACTOR warrants to the CITY and the ENGINEER that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all work will be of good quality, and free from faults or defects and in compliance with the Contract Documents. All work not in conformance to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the ENGINEER, the CONTRACTOR shall provide satisfactory evidence as to the quality, type and kind of equipment and materials furnished. This warranty is not limited by, nor limits any other warranty-related provision in these Contract Documents.

20.37.2 If, within one year of substantial completion of the work or of a designated portion thereof, or with such longer period of time prescribed by law or by the terms of any special warranty provision of these Contract Documents, any of the work is found to be defective or not in conformance with the Contract Documents, the CONTRACTOR shall correct it promptly after notice of such defect or nonconformance. Corrective work during the warranty period shall also be warranted for a period of one year, with each corrective effort in turn being warranted for a period of one year of satisfactory performance. This obligation shall survive termination, expiration or completion of the Contract. The CITY shall give notice to the CONTRACTOR promptly after discovery of the condition.

The CONTRACTOR shall bear the cost of correcting or removing all defective or nonconforming Work, including the cost for correcting any damage caused to equipment,

materials or other work by such defect or the correcting thereof.

A warranty inspection will be held approximately eleven (11) months after substantial completion of the work or any designated portion thereof. The CONTRACTOR shall have a representative attend this warranty inspection. Any defective or nonconforming work identified during this warranty inspection, or previously identified to the CONTRACTOR, shall be corrected promptly.

The CONTRACTOR shall correct any defective or nonconforming work to the satisfaction of the CITY, and any of the work, equipment or materials damaged as a result of such condition or the correcting of such condition, within thirty (30) calendar days of notice of such condition. Should the CONTRACTOR fail to timely correct defective work under warranty, the CONTRACTOR may be removed from the CITY'S Approved Bidders List. After a period of twelve (12) months the CONTRACTOR may apply for reinstatement.

20.37.3 The Performance Bond shall be maintained, at the CONTRACTOR'S expense, during the one year warranty period described herein and for any additional time required to complete correction of defective or nonconforming work, including any extension of the warranty period that may be required as a condition of the CITY'S acceptance of defective or nonconforming work.

20.37.4 Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the CONTRACTOR may have under the Contract Documents. The establishment of time period of one year after the date of substantial completion, or such longer period of time as may be prescribed by law or by the items of any warranty required by the Contract Documents, relates only to the specific obligation of the CONTRACTOR to correct the work and has no relationship to the time within which its obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the CONTRACTOR'S liability with respect to its obligations other than specifically to correct the work.

20.38 CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

20.38.1 All unsatisfactory work, all faulty or defective work and all work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals referenced in Subparagraph 20.37.1 shall be considered defective. Notice of all defects shall be given to the CONTRACTOR. All defective work, whether or not in place, may be rejected.

20.38.2 If required by the ENGINEER prior to approval of final payment, the CONTRACTOR will promptly, without cost to the CITY and as required by the ENGINEER, either correct any defective work, whether or not fabricated, installed or

completed, or, if the work has been rejected by the ENGINEER, remove it from the site and replace it with non-defective work. If the CONTRACTOR does not correct such defective work or remove and replace such defective work within a reasonable time, all as required by written notice from the ENGINEER, the CITY may have the deficiency corrected or the rejected work removed and replaced. All direct and indirect costs of such correction or removal and replacement by the CITY, including costs for additional professional services shall be paid directly by the CONTRACTOR, or an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The CONTRACTOR will also bear the expenses of making good all work of others destroyed or damaged by its correction, removal or replacement. Should the CONTRACTOR fail to timely reimburse the CITY for these costs within thirty (30) days after the date on the CITY'S invoice, the CONTRACTOR may be removed from the CITY'S Approved Bidders List. After a period of twelve (12) months the CONTRACTOR may apply for reinstatement.

20.38.3 If, instead of requiring correction or removal and replacement of defective work, the CITY (and, prior to approval of final payment, also the ENGINEER) prefers to accept it, it may do so. In such case, if acceptance occurs prior to final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance of defective work occurs after the approval of final payment, an appropriate amount shall be paid by the CONTRACTOR.

20.39 PROGRESS PAYMENTS

20.39.1 The CONTRACTOR shall receive as full compensation for all work hereunder a sum equal to the value of the work done based on its proposal, attached hereto and made a part of this Contract.

20.39.2 Prior to contract execution or within 20 calendar days after the date of formal written notification of contract award, whichever occurs first, CONTRACTOR shall provide: (i) a Schedule of Subcontractors, which, at a minimum, shall list ALL JSEB and Non-JSEB subcontractors, suppliers and shop fabricators, their respective scope(s) of work and the specific dollar or subcontract amount for each of their respective scope(s) of work; and (ii) a Schedule of Values of the work, which, at a minimum, shall include quantities and unit prices, aggregating the Contract Price. The Schedule of Values shall be satisfactory to the ENGINEER in form and substance and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedules by the ENGINEER, they shall be incorporated into the Contract and the form Application for Payment furnished by the CITY.

20.39.3 Within ten (10) calendar days following the end of EACH calendar month, the CONTRACTOR SHALL submit to the ENGINEER an Application for Payment containing an estimate of the percentage of the total work under the Contract accomplished to the end of the prior month. The form "Application for Payment" will serve as the invoice. Six (6) copies of this form along with all required certifications will be submitted for each partial payment. CONTRACTOR's failure to submit an Application for Payment every month shall, in no way, negate CONTRACTOR's payment obligations required pursuant to section 20.72, Prompt Payment to Subcontractors and Supplier, hereunder.

20.39.4 If satisfactory progress is made and the contract requirements are being complied with by the CONTRACTOR, the CONTRACTOR will receive partial payments on monthly estimates, based on the value of Work done or completed. The monthly payments shall be approximate only, and all partial estimates and payments shall be subject to correction in the final estimate and payment. Payment by the CITY of an unreduced partial payment shall not be construed as acceptance or approval of the CONTRACTOR'S work by the CITY.

20.39.5 Payment shall be made to the CONTRACTOR monthly for the value of work done based upon certificate of the ENGINEER less 5% Retainage of the total amount earned, provided the CONTRACTOR has met and continues to meet the project schedule and complies with all contract requirements. If at any time the CONTRACTOR falls behind schedule, the CITY shall have the right to increase the retainage to 10% of the total amount earned. Retainage shall be paid to the CONTRACTOR within thirty (30) days following the completion and acceptance of the entire Work (including punch list after substantial completion and receipt of approved "as-built" drawings) herein contracted for and delivery by the CONTRACTOR to the CITY of a release in such form as the CITY may require.

20.39.6 Reduction or release of retainage is based on satisfactory progress within the sole discretion of the CITY, and neither the CITY nor the ENGINEER shall be liable to the CONTRACTOR for failure to reduce or release retainage. The CITY may withhold additional retainage in whatever amount it deems appropriate up to 10%, if the CONTRACTOR fails to comply with the contract requirements.

20.39.7 Critical materials and equipment received by the CONTRACTOR with the approval of the ENGINEER, materials procured in substantial quantities and major items of equipment scheduled to be incorporated in the construction within thirty (30) days from the date of the Application for Payment and all other materials and equipment actually incorporated in the construction, shall be considered as material stored for the purpose of invoicing or making monthly payments.

20.39.8 The ENGINEER will, within ten (10) days after receipt of each Application for Payment, either indicate in writing its approval of payment and present the Application to the CITY, or return the Application to the CONTRACTOR indicating in writing its reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary correction and resubmit the Application. The CITY will, within the number of days required under the Florida Prompt Payment Act (F.S. Ch. 218) of presentation to it of an Approved Application for Payment, pay the CONTRACTOR the amount approved by the ENGINEER.

20.39.9 Refer to Article 20.72 for requirements on prompt payments to subcontractors and suppliers.

20.40 APPROVAL OF PAYMENTS

20.40.1 No certificate for payment or payment made under the Contract Agreement, except the final certificate of final payment, shall be evidence of the satisfactory performance of this Contract, either wholly or in part. No payment shall be construed to be an acceptance of defective work or improper materials.

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

20.40.3 The ENGINEER may refuse to approve the whole or any part of any payment if, in its opinion, it is unable to make representations to the CITY that the Work has been completed and the CONTRACTOR has fulfilled all of its obligations under the Contract Documents. It may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in its opinion to protect the CITY from loss because: the Work

is defective; claims have been filed or there is reasonable evidence indicating the probable filing thereof; the Contract Price has been reduced because of Modifications; the CITY has been required to correct defective Work or complete the Work in accordance with Paragraph 20.38; or, unsatisfactory prosecution of the Work, including failure to clean up.

20.41 FINAL PAYMENT

20.41.1 Upon written notice from the CONTRACTOR that the Project is Complete, the ENGINEER will make a final inspection with the CITY and the CONTRACTOR and will notify the CONTRACTOR in writing of any particulars in which this inspection reveals that the Work is defective or incomplete. The CONTRACTOR shall immediately make such corrections as are necessary to remedy such defects and otherwise conform its performance to comply with the contract requirements.

20.41.2 After the CONTRACTOR has completed any such corrections to the satisfaction of the ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, a list of contacts for correction of warranty problems and other documents including "as-builts", all as required by the Contract Documents, it may make application for final payment following the procedure for progress payments. The final Application for payment shall be accompanied by such supporting data as the ENGINEER may require, together with complete and legally effective releases or waivers (satisfactory to the CITY) of all liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished thereunder. In lieu thereof and as approved by the CITY, the CONTRACTOR may furnish receipts or releases in full; an affidavit of the CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the CITY or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, the CONTRACTOR may furnish a bond satisfactory to the CITY to indemnify it against any lien or claim by any subcontractor or supplier.

20.41.3 If, on the basis of its observation and review of the work during construction, its final inspection and its review of the final Application for Payment, all as required by the Contract Documents, the ENGINEER is satisfied that the Work has been completed and the CONTRACTOR has fulfilled all of its obligations under the Contract Documents, it will, within ten (10) days after receipt of the final application for Payment, indicate in writing its approval of payment and present the Application to the CITY for Payment. Otherwise, it will return the Application to the CONTRACTOR, indicating in writing its reasons for refusing

to approve final payment, in which case the CONTRACTOR will make the necessary corrections and resubmit the Application. The CITY will, within the number of days required under the Florida Prompt Payment Act (F.S. Ch. 218) of presentation to it of an approved final Application for Payment, pay the CONTRACTOR the amount approved by the ENGINEER.

20.42 LIENS AND CLAIMS:

20.42.1 In addition to other remedies available to the CITY hereunder, in all cases of nonpayment by the CONTRACTOR or a Subcontractor of any sums of money due for labor, materials, supplies, equipment, or other items in performing under this Contract, or at any time there should be evidence of a lien or claim chargeable to the CONTRACTOR or Subcontractor for which, if established, the CITY might become liable, the Surety or Bonding Company shall indemnify and hold harmless the CITY against any such liens or claims in accordance with these specifications.

20.42.2 This section intentionally left blank.

20.42.3 Neither final payment nor any part of the retained percentage shall become due until the CONTRACTOR shall deliver to the ENGINEER a complete waiver or release by the CONTRACTOR and its Subcontractors and others of all liens and claims arising out of the work, or receipts in full in lieu thereof, and if required, an affidavit that so far as it has knowledge or information, the releases and receipts include all the labor and materials for which a lien could be filed.

20.42.4 If required by the ENGINEER, such waiver or release shall also be furnished by the CONTRACTOR before a monthly payment or payments shall become due.

20.43 INDEMNIFICATION:

20.43.1 The CONTRACTOR, its employees, agents, and subcontractors shall indemnify, defend, and hold harmless the CITY and the ENGINEER, and PROGRAM MANAGEMENT FIRM(S) (Where applicable) (including their directors, officers, employees, representatives, and agents), against and from all liabilities, damages, losses, costs, and expenses of whatsoever kind or nature, including, but not limited to, reasonable attorney's fees, reasonable expert witness fees and court costs, (all of which are collectively referred to as "Damages") to the extent such Damages are caused by the negligence, recklessness or intentional wrongful conduct of the CONTRACTOR, its subcontractors in the performance of this Agreement. Without limiting the foregoing, the above indemnification provision extends to Environmental Impact Claims.

"Environmental Impact Claim" is defined as claims, suits, judgements, costs, losses, expenses, (including attorney's fees) which arise out of, are related to, or based on the

actual or threatened dispersal, discharge, escape, release, or saturation of chemicals, liquids, gasses, or any other material, irritant, contaminant or pollution in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or water course, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

20.43.2 In any and all claims against the CITY, ENGINEER, and PROGRAM MANAGEMENT FIRM(S) or any of the officers, agents or employees by any employee of the CONTRACTOR its Subcontractor, the indemnification obligation under Subparagraph 20.43.1 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 worker's compensation acts, disability benefit acts or other employee benefit acts.

20.43.3 The obligation of the CONTRACTOR under Subparagraph 20.43.1 will not extend to any claim, damage, loss or expense arising out of a defect in maps, drawings, opinions, reports, surveys, change orders, designs or specifications prepared or furnished by the CITY, ENGINEER, and PROGRAM MANAGEMENT FIRM(S), or arising out of the giving by the CITY, ENGINEER, and PROGRAM MANAGEMENT FIRM(S) of erroneous directions or instructions required to be given to the CONTRACTOR hereunder, or the failure of the CITY, ENGINEER, and PROGRAM MANAGEMENT FIRM(S) to give directions or instructions required to be given to the CONTRACTOR hereunder, provided such giving or failure to give directions or instructions is the primary cause of the injury or damage.

20.43.4 For ten dollars ($10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the CONTRACTOR agrees to indemnify and hold harmless the Owner, or CITY, ENGINEER, and PROGRAM MANAGEMENT FIRM(S) and their agents and employees in accordance with the provisions of this Paragraph 20.43

20.44 INSURANCE:

20.44.1 GENERAL:

The amounts and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Insurance requirements should be tailored to the type of construction or operations contemplated.

20.44.2 Without limiting its liability under the Contract Agreement, the CONTRACTOR and its subcontractors shall procure and maintain at its expense during the life of this Contract, insurance of the types and in the minimum amounts stated below:

SCHEDULE	LIMITS
Commercial General Liability Occurrence Basis Only)	
Premises-Operations Blanket X, C, U Hazards Products/Completed Operations Contractual Liability Independent Contractors Watercraft, if applicable	$2,000,000 Aggregate $1,000,000 Per Occurrence
Auto Liability	
All Autos-owned, non-owned, or hired	$1,000,000 Combined Single Limit
Worker's Compensation	
Florida Statutory Coverage & Employer's Liability (Including appropriate Federal Acts-USL&H and Jones Act)	$100,000 Each Accident $500,000 Disease Policy Limit $100,000 Each Employee/Disease

20.44.3 Pollution Liability: The CONTRACTOR and subcontractors (where applicable) will provide Pollution Liability coverage with minimum limits of $1,000,000 per occurrence and $2,000,000 general aggregate. Such coverage will name the CITY, the ENGINEER, and PROGRAM MANAGEMENT FIRM(S) as additional insured and include a waiver of subrogation in favor of the CITY, ENGINEER, and PROGRAM MANAGEMENT FIRM(S).

20.44.4 The CONTRACTOR shall be responsible to maintain a Builders Risk policy for all vertical projects with the coverage limit being equal to 100% of completed value of the project. The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. A minimum deductible of $10,000 shall be required. Named insured's shall be: CONTRACTOR, CITY OF JACKSONVILLE, ENGINEER and DESIGN CONSULTANT and PROGRAM MANAGEMENT FIRM(S). This requirement does not apply to flat horizontal construction.

20.44.5 Said insurance shall be written by a company or companies approved to do business in the State of Florida and acceptable to the CITY'S Division of Insurance and Risk Management. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the CITY, ENGINEER, and PROGRAM MANAGEMENT FIRM(S).

20.44.6 The CITY, ENGINEER, and PROGRAM MANAGEMENT FIRM(S) shall be named in each separate policy as "an additional interest" insured (except automobile policies).

20.44.7 The insurance shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice

to the CITY. Cancellation or non-renewal of any insurance policy shall in no way limit the CONTRACTOR'S liabilities hereunder.

20.44.8 Prior to award of Contract, the CONTRACTOR shall be required to present a letter (or other written statement) from its Insurance Agent affirming:

(1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and

(2) that the Agent is able (having proper market) to provide the coverages and limits of liability required on behalf of the CONTRACTOR.

20.44.9 In the event that any part of the work to be performed hereunder shall require the CONTRACTOR or its Subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, the CONTRACTOR shall, before commencing any such work, and at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.

20.44.10 The original of such policy shall be delivered to the railroad involved, with copies to the CITY, the ENGINEER and, if applicable, the CITY'S PROGRAM MANAGER. The CONTRACTOR shall not be permitted to enter upon or perform any work on the railroad's property until such insurance has been furnished to the satisfaction of the railroad. The insurance herein specified is in addition to any other insurance which may be required by the CITY and shall be kept in effect at all times while work is being performed on or about the property, tracks, or right-of-way of the railroad.

20.44.11 Depending upon the nature of any aspect of this project and its accompanying exposures and liabilities, the CITY may, at its sole option, require an additional insurance coverage in amounts responsive to those liabilities which may or may not require that the CITY and other authorized representatives also be named as an additional insured.

20.44.12 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by the contract. Anything to the contrary and notwithstanding, the liabilities of the CONTRACTOR under this agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

20.45 <u>CONTRACT BONDS</u>:

20.45.1 The CONTRACTOR, at its own expense, shall furnish Performance and Payment Bonds as security for the faithful performance under the Contract Documents. The Bonds shall be in an amount at least equal to the Contract price, in

the form provided in these Contract Documents, and with a surety that is acceptable to the CITY'S Division of Insurance and Risk Management.

20.45.2 The Performance and Payment Bonds shall accompany the executed Contract Agreement when it is returned by the CONTRACTOR to the CITY. Said Bonds and Agreement shall be furnished to the CITY within ten (10) days after notification of Contract Award. See Section 2, "Instructions to Bidders".

20.45.3 Prior to execution of the Contract Agreement, the CITY may require the CONTRACTOR to furnish other Bonds, in such form and with such sureties as it may require. If such other Bonds are required by written instructions given prior to opening of Bids, the premiums shall be paid for by the CONTRACTOR; subsequent thereto, it shall be paid by the CITY, except as specified in the following Sub-Paragraph.

20.45.4 If any surety upon any bond furnished in connection with the Contract Documents becomes unacceptable to the CITY, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the CITY, the CONTRACTOR shall, at its own expense, promptly furnish such additional security as may be required from time to time to protect the interests of the CITY and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

20.45.5 The Performance Bond (see Section 12 of Division II, of the Contract Documents) may be waived under the following conditions:

(1) a successful bidder shall not be required to submit a performance bond for the work which it is required to perform under a capital improvement project contract if the amount of the contract price is one hundred thousand dollars or less, subject to the limitation in paragraph (2). A payment bond is required for all Contracts, including purchase orders, regardless of the amount of the Contract or purchase order.

(2) notwithstanding the provisions of paragraph (1), a CONTRACTOR shall be entitled to exclude only one hundred thousand dollars of its total contractual obligations to the CITY under all capital improvement project contracts at any one time but it may submit a performance bond for less than the contract price of a newly awarded capital improvement project contract if the amount excluded from the performance bond under the newly awarded contract, together with amounts already excluded, do not exceed one hundred thousand dollars of its total contractual obligations to the CITY under all capital improvement project contracts.

20.46 CLEANING UP AND RESTORATION:

20.46.1 The CONTRACTOR shall keep the premises, rights-of-way and adjacent property free from accumulations of waste materials, rubbish and other debris resulting from the work, and progressively as the work is completed it shall remove all waste materials, rubbish and debris from and about the work areas as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean.

20.46.2 When the work involves the laying of utility lines across grassed areas, streets, sidewalks, and other paved areas, it shall be the responsibility of the CONTRACTOR to restore such areas to its original sound condition using construction techniques and materials which are the same as existing. In the case of planted areas, the CONTRACTOR shall maintain the restoration work until positive growth has evidenced.

20.46.3 In case of dispute, the CITY may remove the rubbish and surplus materials or perform restoration work and charge the cost to the CONTRACTOR. Such costs shall be deducted from the Contract amount or the CONTRACTOR'S next application for payment, at the Owner's option.

20.47 DRAINAGE ALONG RIGHTS-OF-WAY:

20.47.1 The CONTRACTOR shall so conduct its operations and maintain the work in such condition that adequate drainage shall be provided and in effect at all times for the full duration of this contract. This requirement is in addition to any temporary drainage provisions included in the Contract Documents.

20.47.2 The CONTRACTOR will not obstruct existing gutters, ditches and other runoff facilities. The CONTRACTOR shall be solely liable for any damages caused by its failure to provide and maintain adequate drainage.

20.48 TRAFFIC INTERFERENCE:

20.48.1 CONTRACTOR shall plan and coordinate its work with the City of Jacksonville Traffic Engineering Division so as to minimize traffic interferences. The rules and instructions of the Traffic Engineering Division shall be followed for the public benefit.

20.48.2 Construction operations on this Project shall be carefully planned and scheduled so that, except as provided for in the Contract Documents, the normal flow of local traffic shall be maintained at all times. It is understandable that providing for such local traffic will require some inconvenience to the users, but such inconvenience must be kept to an absolute minimum. Ingress and egress shall be provided at all times for local residents. The CONTRACTOR shall furnish detour and construction signing and lighting as required and other special advanced detour signs as

required by the Traffic Engineer for the City of Jacksonville. Payment for Maintenance of traffic costs shall be at the lump sum price and/or unit prices submitted in the Proposal. In the absence of Maintenance of Traffic pay items, payment for maintenance of traffic shall be included in the lump sum bid price for Site Preparation.

20.48.3 The CONTRACTOR has the responsibility to maintain ingress and egress at all times for local residents, to the extent of having towing equipment on site to promptly pull out local vehicles which have become "stuck", or shall provide outside tow service to promptly extricate such vehicles. In the event a local resident has paid for such tow service, the CONTRACTOR will promptly reimburse the resident for documented towing costs incurred.

20.48.4 The CONTRACTOR will be financially responsible for damage to local vehicles caused by or as a result of construction activities. In the event of delay in CONTRACTOR honoring such financial claims, the CITY will, after 3 days written notice, honor the claim and deduct the cost thereof from any monies due the CONTRACTOR.

20.49 MISCELLANEOUS:

20.49.1 The CONTRACTOR shall be liable to the CITY for damage resulting from errors, inconsistencies, or omissions in the Contract Documents. If the CONTRACTOR performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents, the CONTRACTOR shall correct all such errors, inconsistencies, or omissions at its own expense. No such corrective action shall be undertaken without prior notification of the ENGINEER.

20.49.2 Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered or sent by registered or certified mail, postage prepaid, to the last business address known to whomever gives the notice.

20.49.3 VACANT

20.49.4 Should the CITY suffer injury or damage to its person or property because of any error, omission or act of the CONTRACTOR (including subcontractors, vendors or others for whose acts the CONTRACTOR may be liable) claim shall be made in writing to the CONTRACTOR within a reasonable time of the first observance of such injury or damage.

20.49.5 Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein. If through mistake, or otherwise, any such provision is not inserted

or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

20.49.6 Should the "no damages for delay" clause not be enforced by the Court, the CONTRACTOR waives any claim for extended home office overhead that may result from any delay on the project.

20.49.7 The CONTRACTOR specifically waives any right to seek Attorney's fees and construction claim preparation costs from the CITY.

20.49.8 The CONTRACTOR shall not present nor recover on any claim from the CITY based on any formula(s), hypothetical or statistical methodologies used in damage computation. The CONTRACTOR may only recover if it can provide documented pay records specifically indicating any alleged damage, loss or cost.

20.49.9 The CONTRACTOR agrees to indemnify the CITY based on any claim or damage resulting from the CONTRACTOR'S alleged breach of its contract. This is in addition to the provisions of Section 20.43, *supra*.

20.49.10 The CITY may at any time have access to the CONTRACTOR'S records for the purposes of auditing the financial and contractual performance of the CONTRACTOR during the entire contract period and for three (3) years after final payment. The CITY may obtain copies of all financial and scheduling computer disks at any time from the CONTRACTOR and also shall have reasonable access to and obtain copies of all other documents, which includes photographs, tapes and electronics, except those that would be privileged under Florida law.

20.49.11 All claims between the CONTRACTOR and the Owner or its representatives shall be submitted to the CITY Construction Dispute Review Board, as set forth in Executive Order 98-01, as a condition precedent to bringing any action in a court of competent jurisdiction.

20.50 <u>UTILITIES AND SANITARY PROVISIONS</u>:

20.50.1 CONTRACTOR shall, unless otherwise stated in the Special Conditions, provide and pay for all water, electricity, fuel for testing equipment, and any other utilities required for construction, testing and adjustment. Upon completion of the work, all evidence of temporary lines shall be removed.

20.50.2 The CONTRACTOR shall provide and maintain in a neat, sanitary condition such accommodations for use of its employees and CITY inspection personnel as may be necessary to comply with the regulations of the public bodies having jurisdiction. Employees shall commit no public nuisance.

20.51 REFERENCED SPECIFICATION AND CONFLICTS:

20.51.1 All materials, systems or operations specified by reference to standard trade specifications or to manufacturer's published specifications shall in all respects comply with the requirements of the referenced specifications, except as modified by the requirements of these Contract Documents. Except when a particular edition is called for, the referenced specification used shall be the latest published edition on the date of the Contract Documents. In case of a conflict between the referenced specification and the Contract Document, the Contract Document shall govern. In case of a conflict between referenced specifications, the specification having the more stringent requirements shall govern.

20.51.2 In case of a conflict between various portions of the Contract Documents, the more stringent requirements, as determined by the ENGINEER, will be enforced. The CONTRACTOR shall refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent, to the ENGINEER before proceeding.

20.52 INTERPRETATION OF APPROXIMATE QUANTITIES:

20.52.1 The CONTRACTOR'S attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the Proposal, or elsewhere, is approximate only and not guaranteed. The CITY does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the CONTRACTOR plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work or other conditions pertaining thereto.

20.53 ENGINEER'S FIELD OFFICE

20.53.1 The CONTRACTOR shall provide a field office for use by the ENGINEER. The ENGINEER'S Field Office shall have a minimum of two hundred square feet of working space and may be located in a suitable trailer or building in a separate room with locks on the door or doors. The CONTRACTOR shall furnish a desk, desk chair, drafting table, drafting stools, four drawer metal filing cabinet, telephone on a private line, adequate lighting, toilet facilities, heating, ventilation and air conditioning for the ENGINEER'S Field Office.

20.53.2 The CONTRACTOR shall furnish janitor service and maintenance for the ENGINEER'S Field Office, maintaining the premises in a clean, neat and orderly fashion for the duration of this Contract. The cost of the ENGINEER'S Field Office shall be included in the costs for other items of work.

20.54 QUALIFICATIONS OF CONTRACTORS PERFORMING WORK ON CONSTRUCTION OF BUILDINGS AND/OR STRUCTURES:

20.54.1 All Contractors performing work on the project which Chapter 320 (Building Code), Jacksonville Ordinance Code or Chapter 489, Florida Statutes, requires CONTRACTOR qualification, shall be registered or hold a current Contractor Certificate in accordance with such laws.

20.55 QUALIFICATIONS OF CONTRACTORS AND CRAFTSMEN PERFORMING WORK IN CERTAIN SPECIALTY TRADES:

20.55.1 All Contractors, including subcontractors, and craftsmen performing work (including, but not limited to, electrical, plumbing, heating, and air-conditioning) on the project which Chapter 342, Jacksonville Ordinance Code or Chapter 489, Florida Statutes, requires qualification in certain specialty trades, shall hold current CONTRACTOR or Craftsman Certificates in appropriate trade as provided in such laws.

20.56 STATE AND FEDERAL REGULATIONS:

20.56.1 The CONTRACTOR shall comply with all State and Federal laws, regulations, and codes applicable to the work as well as those of the City of Jacksonville. The CONTRACTOR'S attention is directed to the U. S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (DL 91-54).

20.57 PROJECT SIGN DETAILS

20.57.1 The CONTRACTOR shall provide a CITY Project Sign at its expense. Such sign shall be in a format and contain information as specified in appendix A of this Section. In addition to the CITY Project Sign, the CONTRACTOR may at its option erect a sign not to exceed 4' x 8' which identifies the builder, designer, subcontractors, materials, suppliers, etc. The wording and format of such CONTRACTOR'S Sign shall be the CONTRACTOR'S option subject to approval by the ENGINEER. Both the CITY Project Sign and the CONTRACTOR'S Sign shall be erected on the site in a location approved by the ENGINEER. No other sign or advertisement of any type shall be allowed on the project site.

20.58 CERTIFICATION OF CHEMICALS:

20.58.1 All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

20.59 TREE PROTECTION ON PUBLICLY-OWNED OR CONTROLLED PROPERTY

20.59.1 The CONTRACTOR shall protect all trees, in accordance with Chapter 656 (Part 12 - Landscape and Tree Protection Regulations) of the Jacksonville Ordinance Code from damage by vehicles, equipment and machinery, except those trees designated for removal (via permit) on the construction drawings. Removal of any tree not so designated nor permitted, shall be only upon specific approval by the ENGINEER as provided in Section 20.59.9.

20.59.2 Excavated dirt shall not be piled around the base of the tree. The CONTRACTOR shall not bury or burn any refuse around or near the trees. The CONTRACTOR shall proceed with caution when excavating in the vicinity of root structure of any tree. Excavation shall be by hand if necessary.

Roots up to 2 inches in diameter when severed do not require any pruning paint. Roots from 2 inches to 4 inches in diameter must be severed with a pruning saw and painted.

An axe or similar tool is not acceptable for pruning. The wood shall be treated with asphalt-type pruning paint as soon as possible after pruning. Roots over 4 inches shall not be severed except as directed by the ENGINEER.

20.59.3 Pre-Construction Barriers: Prior to any site disturbance, barriers will be put up around each tree to be protected. These barriers should be constructed of 2 x 4's or any other practical materials which will discourage disturbance near the tree. To conform to the Jacksonville Ordinance Code, these barriers should be at least six feet away from the trunk of the tree and protect an area that is at least 50 percent of the unpaved area covered by the crown spread of the tree. When conditions permit, barriers are to be placed in such a manner as to provide the largest undisturbed area possible.

20.59.4 Cutting of Roots: Cutting tree roots will be kept to a minimum and only allowed when absolutely necessary. In such instances the CONTRACTOR shall insure that all cuts are made clean with a saw, free of all loose soil, and sealed with pruning paint or shellac. At no time will roots be pulled, ripped or cut with a blade, backhoe or other mechanical device.

20.59.5 Changing of Grade: Additional fill under the crown spread of trees will be kept to a minimum. If additional fill is unavoidable, all fill material shall consist of clean, coarse sand or gravel, free of silt and clay to allow for free movement of air and water. Lowering the grade under the crown spread of trees will not be permitted.

20.59.6 Pruning of Branches: Should branches require pruning to provide for roadway or other necessary clearance, it will be cut back to a main stem or crotch of the tree. All cuts will be made at the bench collar to allow the natural

healing process of the tree to occur. To further promote the natural healing process, no pruning paint or other material will be applied to pruning cuts.

20.59.7 Wounds: If a tree is wounded during construction, all bark surrounding the wound shall be cut away and carefully removed. Care shall be taken to leave as much cambium as possible.

20.59.8 Any tree whose root system has been disturbed or damaged must be properly fertilized to aid in its recovery. The hole or punch-bar method shall be used for applying fertilizer. The holes should be approximately 12 inches to 18 inches deep, 1 inch to 2 inches in diameter, 2 feet apart, and extend 2 feet past the drip line of the tree. DO NOT apply fertilizer within one foot of the trunk of a small tree (up to 6 inches diameter) or within three feet of the trunk of a large tree (over 6 inches diameter). Injury to the root collar and trunk base may result. The type of fertilizer to be used shall be 25% organic 8-8-8 with minor elements included. Chemical analysis as follows: Total Nitrogen, not less than 8.0 percent available Phosphoric Acid, not less than 8.0 percent water soluble potash, not less than 8.0 percent. Fertilizer shall be applied at the following rates and shall be evenly distributed among the holes.

Hardwoods up to 6" Dia.	2	lbs.	per	inch	of	dia.
Hardwoods over 6" Dia.	4	"	"	"	"	"
Evergreens up to 6" Dia.	1	"	"	"	"	"
Evergreens over 6" Dia.	2	"	"	"	"	"

20.59.9 It shall be the responsibility of the ENGINEER to make all decisions pertaining to removal of trees. The ENGINEER is granted authority, as a blanket permit, for the necessary removal of trees under the requirements of the Code. Each project file is to contain documentation and a brief explanation of the ENGINEER'S decision to remove trees so as to provide the justification for such action for later reference. The final authority in settling any conflict with trees on publicly-owned or controlled property shall remain with the Director of Public Works.

20.60 CONSTRUCTION AND DEMOLITION DEBRIS

20.60.1 The CONTRACTOR shall dispose of construction and demolition debris only at approved sites within Duval County. Only sites designated by the CITY'S Director of Solid Waste and Resource Management may be used. The CONTRACTOR must identify the site to which construction and demolition debris under this contract will be removed for disposal. These sites must be further identified by Certificate of Necessity number and Solid Waste Department permit number. During performance of the contract, the CONTRACTOR will be required to obtain and retain receipts from the disposal site operator for all debris.

20.60.2 Prior to commencement of construction, the CONTRACTOR shall be required to submit the following completed statement of compliance:

Construction and Demolition Debris. Construction and demolition debris at the work site will be disposed of at _____. This location is subject to Certificate of Necessity No. _____, and designated by Solid Waste Department Permit No. _____. CONTRACTOR will obtain receipts for each load of debris deposited at _____, and will retain these receipts for the Contracting Officer's inspection for the duration of the contract and two (2) years thereafter.

20.61 PRECEDENCE OF DOCUMENTS:

20.61.1 In resolving conflicts, errors and discrepancies between the various Contract Documents, precedence shall be given in the following order:

20.61.1.1 Approved Change Orders
20.61.1.2 Contract Agreement, Including Proposal Form
20.61.1.3 Addenda Issued Prior to Receipt of Bids
20.61.1.4 Special Conditions of the Specifications
20.61.1.5 Technical Provision of the Specifications
20.61.1.6 Drawings
20.61.1.7 Invitation to Bid
20.61.1.8 Instructions for Bidders
20.61.1.9 General Conditions

20.61.2 Any specific item stated in the General Conditions, Special Conditions, or Technical Specifications, takes precedence over an item which is made part of the documents by being added by reference.

20.62 AS-BUILT DRAWINGS:

20.62.1 The CITY will provide reproducible drawings to the CONTRACTOR for the CONTRACTOR to produce "as-built" drawings on all work performed under this contract. The CONTRACTOR will be responsible for the replacement cost of these drawings while under his care. No erasures will be made on the "as-builts", the original information will be stricken, and new information added. The CONTRACTOR will request the original drawings from the CITY in such time to allow the CONTRACTOR to provide one set of preliminary "as-built" drawings to the CITY **a minimum of two weeks prior to final inspection.** Such drawings of site development work and all other work exterior to buildings, including water, sewer, drainage, paving, curbs, sidewalks and other exterior elements, and for work on improvements in subdivisions, roadways constructed under platting procedures or accessways, and all exterior construction which is owned or is to be deeded or otherwise conveyed to the City of Jacksonville; shall be certified using forms shown in Section 13, pages 13-12 and 13-13 as to the location of all buildings, structures, utilities and other

improvements and sealed by a land surveyor or an Engineer authorized to practice in the State of Florida under the provisions of Chapter 472 or 471, Florida Statutes, respectively.

20.62.2 "As-built" drawings for buildings shall be marked to indicate any and all changes made. "As-built" drawings will also include the installed size, elevation, and location of all interior equipment, structures, and concealed materials, including plumbing, electrical conduits, ducts, air and chemical piping.

20.62.3 All "as-built" drawings shall be in ink on mylar. In preparation of "as-built" drawings, if a designated elevation or distance is changed, it shall be crossed through with a single line (not erased) and the actual elevation or distance written in. If a designated elevation or dimension is not changed, it shall be denoted with a checkmark. The cost for preparation and certification of the "as-builts" shall be paid for by the CONTRACTOR. All "as-built" drawings shall be signed by the CONTRACTOR using the form shown in Section 13, page 13-14. Final payment for this project will not be made until the "as-builts" have been reviewed and accepted by the ENGINEER.

20.62.4 "As-built" drawings on roadway, drainage or other public infrastructure projects shall be as follows:

20.62.4.1 Paving: All horizontal control dimensions shall be to the nearest tenth of a foot. Elevations shall be to the nearest one-hundredth of a foot.

20.62.4.2 Drainage: All horizontal control dimensions shall be to the nearest tenth of a foot. Elevations shall be to the nearest one-hundredth of a foot.

20.62.4.3 Water: All valves, fittings, fire hydrants, etc. shall be located in two directions. One location shall be referenced perpendicular to the right-of-way line. The other location shall be parallel to the existing water main and shall be referenced perpendicular to the right-of-way line of the nearest street intersection. Locations of pavement, curb, sidewalk, or utility structures are not acceptable unless these are in turn referenced to right-of-way lines. Centerline of right-of-way may be used for reference in lieu of the right-of-way line. Locations (depth) are required and shall be referenced to a bench mark of finished grade. All horizontal and vertical control dimensions shall be shown to the nearest tenth of a foot. Size and type of water piping, valves, fittings, fire hydrants, etc. shall also be shown (i.e. 8" cast iron

pipe, 6" gate valve). Special detail drawings will be required where installations were not as shown on the Contract drawings due to field conditions.

20.62.3.4 Sewer: During the daily progress of the work, the CONTRACTOR shall record on its field set of drawings, the exact location of all piping, wyes, tees, valves, manholes, and specials, all referenced off of right-of-way lines, or street centerlines in two directions perpendicular to said lines. All horizontal control dimensions shall be to the nearest tenth of a foot. Elevations shall be to the nearest one-hundredth of a foot.

20.63 SPECIAL CONDITIONS:

Deviations from these General Conditions shall be allowed only if detailed in the Special Conditions.

20.64 DISPOSITION OF SALVABLE MATERIAL:

20.64.1 All material to be removed, relocated or salvaged, shall be inspected by the ENGINEER, immediately prior to removal, and the ENGINEER'S decision as to the salvability shall be final. Such material that is salvable, in the opinion of the ENGINEER or its representative, shall be stored on site by the CONTRACTOR, as and where directed by the ENGINEER, or delivered to a location as directed in the Contract Documents. Under no circumstances may existing structures, plant or facilities be removed or demolished without obtaining prior approval from the ENGINEER.

20.65 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

20.65.1 In addition to any erosion control measures shown on the plans, the CONTRACTOR shall take additional steps and make suitable provisions to minimize siltation and erosion of waterways which may result from, or as a result of, his operations during the course of construction of this Project. The CONTRACTOR is hereby advised that silt barriers are to be used at all times during construction operations that may result in siltation or erosion. The CONTRACTOR shall prepare and submit his own turbidity control plan in detail to the ENGINEER for approval. The ENGINEER'S approval shall not relieve the CONTRACTOR of liability in case of a citation by the Department of Environmental Regulation.

20.65.2 The CONTRACTOR is cautioned that construction or maintenance operations on the subject Project, which create turbidity and which directly or indirectly affects the water quality of any waterway to which storm water is discharged in such a manner as to exceed the limitations prescribed in Chapter 17-3 and 17-25, Florida Administrative Code, is a violation of the Water quality Standards of the State of Florida.

20.65.3 Turbidity shall not exceed twenty-nine (29) NTU's, above background level within one hundred (100) feet of the construction activity.

20.65.4 The CONTRACTOR shall be responsible for complying with all applicable rules, regulations, laws and ordinances and shall be solely liable for any fines, penalties, or costs caused by the CONTRACTOR'S failure to comply with said conditions. The execution of this work item by the CONTRACTOR is to be done on a proactive basis throughout the Contract.

20.65.5 This work shall include but not be limited to sandbagging, silt screens, hay bales, temporary grassing, sediment basins, and sediment checks as shown on the plans or deemed necessary by the CONTRACTOR and/or the ENGINEER. The costs required to comply with permit conditions, including testing, shall be included in the Lump Sum bid price for Erosion Control and Pollution Abatement. Payment for this item shall be based on the percentage of work completed. In the event there is no bid item for Erosion Control and Pollution Abatement, this work shall be included in Site Preparation.

20.65.6 The CONTRACTOR shall be solely liable for any fines or penalties imposed by the regulatory agencies having jurisdiction over this project due to CONTRACTOR'S failure to comply with this section.

20.66 RESIDENT NOTIFICATION AND TOWN MEETINGS

"Improvements in Progress" flyers, which notify local residents, homeowners and business personnel of impending construction, shall be prepared by the CITY and delivered to the CONTRACTOR at the Preconstruction Conference. (See sample in Section 13, pages 13-7 and 13-8). The CONTRACTOR will be responsible for distributing up to 500 "Improvements in Progress" flyers to the residents, homeowners and businesses in the immediate area of the project. The CONTRACTOR shall not be issued Notice to Proceed until the flyers have been delivered to him, and he shall not commence any work on the site until at least five (5) days after the flyers have been distributed.

When any part of the contract work requires relocation of a resident's fences, shrubbery, irrigation or similar items within easements or right-of-way, it shall be the CONTRACTOR's responsibility to notify (by certified mail, with copy to the ENGINEER) affected residents at least 14 days prior to commencement of construction. This notice will advise residents to remove any items they wish to save. It shall also be the responsibility of the CONTRACTOR to make personal contact with the residents 24 hours prior to construction on each specific parcel. If personal contact cannot be made, a written notice left at the residence will satisfy the 24-hour notice requirement. In no case shall work commence on a parcel where the required notification has not been made or without written consent of the ENGINEER.

At the CITY'S discretion, the CONTRACTOR'S project representative shall attend project related Town Meetings scheduled by the CITY and shall be prepared to discuss concerns expressed by residents and businesses affected by the construction.

The costs for distributing flyers, making personal contacts with property owners and attending Town Meetings shall be included in the lump sum amount bid for Site Preparation contained in the Proposal.

20.67 CONTRACTOR'S DAILY REPORTS

The CONTRACTOR will be required to complete Daily Reports for each calendar day of the project, starting with the date of the Notice to Proceed. The Daily Reports are to be submitted to the ENGINEER or Inspector by 12 o'clock noon, of the following work day. Failure to submit the reports will be grounds for withholding payments. A sample Daily Report form is included in Section 13, pages 13-9 and 13-10.

20.68 REQUEST FOR INFORMATION FORMS

The CONTRACTOR will use the Request For Information form as shown in Section 13, page 13-11, for any requests for clarification on the contract drawings or specifications.

20.69 VALUE ENGINEERING INCENTIVE

20.69.1 This Clause applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) initiated and developed by the CONTRACTOR for the purpose of refining the contract documents so as to contribute to design cost effectiveness or significantly improve the quality of the end result. This Clause does not, however, apply to any such proposal unless it is identified by the CONTRACTOR, at the time of its submission to the ENGINEER as a proposal submitted pursuant to this Clause.

20.69.2 VECPs contemplated are those that would result in net savings to the CITY by providing either: (A) a decrease in the cost of performance of the Contract, or; (B) a reduction in cost of ownership (hereinafter referred to as collateral costs) of the work provided by this Contract, regardless of acquisition costs. VECPs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. Plan errors which are identified by the CONTRACTOR and which result in a cost reduction, will not qualify for submittal as a VECP. In addition, a proposal to substitute one manufactured product or material for another that performs the same essential function will not qualify as a VECP.

20.69.3 The ENGINEER reserves the right to reject at its discretion any VECP submitted which proposes a change in the design which would require additional and concurrent costs to the owner outside the VECP. Substitution of another design alternate, which is detailed in the plans, for the one on which the CONTRACTOR bid, will not be allowed under this Clause. Pending execution of a formal change order to

implement an approved VECP, the CONTRACTOR shall remain obligated to perform in accordance with the terms of the existing contract. No time extensions will be granted due to the time required to review a VECP.

20.69.4 The CONTRACTOR shall include the provisions of this Clause in any subcontract of $50,000 or more and is encouraged to include the provisions in subcontracts of less than $50,000. The CONTRACTOR shall encourage submission of VECPs from subcontractors, however, it is not mandatory that VECPs be submitted nor is it mandatory that the CONTRACTOR accept or transmit to the ENGINEER VECPs proposed by his subcontractors. The CONTRACTOR may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the CITY'S share of the savings resulting from the VECP.

20.69.5 As a minimum, the following information shall be submitted by the CONTRACTOR with each VECP:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages.

(2) Separate detailed cost estimates for both the existing contract requirement and the proposed change. The cost estimates shall be broken down by contract pay item numbers indicating quantity increases or decreases and deleted pay items. In preparing the estimates, the CONTRACTOR shall include overhead, profit, and bond. No separate pay item(s) for these costs will be allowed.

(3) An estimate of the effects the VECP would have on collateral costs to the CITY.

(4) An itemization of plan details, plan sheets, design standards and specifications that must be changed or added if the VECP is adopted. Preliminary plan drawings must be sufficient to describe the proposed changes.

(5) Engineering or other analysis in sufficient detail to identify and describe specific features of the contract which must be changed if the VECP is accepted, with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The ENGINEER may require that design analyses be performed by a design professional licensed to practice in the State of Florida and qualified in the applicable class of work. Any design changes which result from the VECP must be supported by prints of drawings and computations signed and sealed by a Professional Engineer or Architect licensed to practice in the State of Florida, other than the Engineer/ Architect of Record or his Subcontracted Consultant, who undertakes the design

and drawing preparation of components, systems or installation methods and equipment for the specific VECP portion of the project work. The cost for this design work will be the responsibility of the CONTRACTOR.

(6) A statement of the date and time by which approval of the VECP must be issued by the ENGINEER in order to obtain the total estimated cost reduction during the remainder of this Contract.

(7) A discussion of the impact of the proposed VECP upon the schedule for each activity impacted by the VECP as well as a discussion of the impact of the VECP on the overall contract completion time.

(8) Identification of any previous submissions of the same or a similar VECP, including the dates submitted, the CITY department or agency involved, the contract involved and previous actions taken by the CITY concerning the VECP, if known.

20.69.6 Two copies of each VECP shall be submitted to the ENGINEER. VECPs will be processed expeditiously; however, the CITY will not be liable for any delay in acting upon a VECP submitted pursuant to this Clause. The CONTRACTOR may withdraw, in whole or in part, a VECP not accepted by the ENGINEER within the period specified in the VECP. The CITY shall not be liable for any VECP development cost in the case where a VECP is rejected or withdrawn.

20.69.7 The ENGINEER shall be the sole judge of the acceptability of a VECP and of the estimated net savings in construction and/or collateral costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the contract bid prices if, in the judgment of the ENGINEER, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

20.69.8 Prior to approval, the ENGINEER may modify a VECP, with the concurrence of the CONTRACTOR, to make it acceptable. If any modification increases or decreases the net savings resulting from the VECP, the CONTRACTOR'S fair share will be determined upon the basis of the VECP as modified and upon determination of final quantities. The net savings shall be computed by subtracting the revised total cost of all bid items affected by the VECP design from the total cost of the same bid items as represented in the original contract. Prior to approval of the VECP, which initiates the change order, the CONTRACTOR shall provide three sets of acceptable contract plan sheets revised to show the details consistent with the VECP design.

20.69.9 CONTRACTOR development and implementation costs for the VECP will not be recoverable. If the VECP is adopted, the CONTRACTOR'S share of the net savings as defined hereinafter shall be considered full compensation to the

CONTRACTOR for the VECP, including its costs of preparation.

20.69.10 The CITY'S costs of processing or implementing a VECP will not normally be considered in the estimate. However, the ENGINEER reserves the right, where it deems such action appropriate, to require the CONTRACTOR to pay the ENGINEER'S cost of investigating and implementing a VECP submitted by the CONTRACTOR as a condition of considering such proposal. Where such a condition is imposed, the CONTRACTOR shall indicate his acceptance thereof in writing, and such acceptance shall constitute full authority for the ENGINEER to deduct amounts payable to the CITY from any monies due or that may become due to the CONTRACTOR under the contract.

20.69.11 When collateral cost savings are sought by the CONTRACTOR, separate estimates must be prepared for collateral costs of both the existing contract requirement and the proposed change. Each estimate shall consist of an itemized breakdown of all costs and the basis for the data used in the estimate. Cost benefits to the CITY include, but are not limited to: reduced costs of operation, maintenance or repair, and extended useful service life. Increased collateral costs include the converse of such factors. Computations shall be as follows:

(1) Costs shall be calculated over a 20-year period on a uniform basis for each estimate.

(2) If the difference in the estimates as approved by the ENGINEER indicate a savings, the CONTRACTOR shall divide the resultant amount by 20 to arrive at the average annual net collateral savings. The resultant savings shall be shared as stipulated in 20.69.12.

20.69.12 If a VECP is approved by the ENGINEER, the CONTRACTOR may be entitled to share in both construction savings and collateral savings to the full extent provided for in this Clause. The CONTRACTOR and CITY shall each receive 50% of net reduction in the cost of performance of this Contract. When collateral savings occur, the CONTRACTOR shall receive 20% of the average 1 year's net collateral savings. The CONTRACTOR shall not receive construction savings or collateral savings on optional work listed in this Contract, until the CITY exercises its option to obtain that work.

20.69.13 If a proposed change is identical or essentially similar to a VECP previously approved by the CITY or an idea previously utilized by the CITY on another project, it will not be considered as a VECP, thus would not qualify for shared savings.

20.70 DUST CONTROL

If the ENGINEER determines that it is necessary to control dust from time to time during the progress of the work, the CONTRACTOR shall do

so with a method approved by the ENGINEER at no additional cost to the Contract.

20.71 SURVEYS AND GRADE STAKES

The CONTRACTOR shall be responsible for setting all grade stakes, lines and levels. Any reference points, points of intersection, property corners, or bench marks which are disturbed during construction shall be restored by a land surveyor registered to practice in the State of Florida, and all costs thereof shall be borne by the CONTRACTOR. The setting of grade stakes and alignment to be accomplished by a registered land surveyor may be waived by the ENGINEER in the event the CONTRACTOR desires to utilize his own personnel and furnish, in writing, to the ENGINEER satisfactory evidence that his personnel are qualified to set the grade and all alignment stakes. The CONTRACTOR shall assume full responsibility for the correctness of the grade and alignment stakes. Payment for all work required by this Section shall be included in the Lump Sum price for Site Preparation contained in the Proposal.

20.72 PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:

20.72.1 GENERAL REQUIREMENTS - When the CONTRACTOR receives payment from the CITY for labor, services, or materials furnished by subcontractors and suppliers hired by the CONTRACTOR, the CONTRACTOR shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after the CONTRACTOR'S receipt of payment from the CITY. CONTRACTOR's failure to submit an Application for Payment every month shall, in no way, negate CONTRACTOR's payment obligations required under this section. Nothing herein shall prohibit the CONTRACTOR from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, the CONTRACTOR may withhold the disputed portion of any such payment only after the CONTRACTOR has provided notice to the CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the CITY and said subcontractor or supplier within 10 calendar days after CONTRACTOR'S receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

20.72.2 JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) ENTERPRISE PARTICIPATION - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), the Contractor shall pay all contracts awarded with certified JSEBs as defined therein their pro-rata share of their earned portion of the progress payments made by the CITY under the applicable contract (less proper retainage) within seven (7) business days after the CONTRACTOR'S receipt of payment from the CITY; CONTRACTOR's failure to submit an Application for Payment every month shall, in no way, negate CONTRACTOR's payment obligations required under this section. The pro-rata share shall be based on all work

completed, materials, and equipment furnished or services performed by the DBE at the time of payment. As a condition precedent to progress and final payments to Contractor, the Contractor shall provide to the CITY, with its requisition for payment, documentation that sufficiently demonstrates that the CONTRACTOR has made proper payments to its certified JSEBs from all prior payments that the CONTRACTOR has received from the CITY. The CONTRACTOR shall not unreasonably withhold payments to certified JSEBs. If the CONTRACTOR withholds payment to its certified JSEBs, which payment has been made by the CITY to the CONTRACTOR, the CONTRACTOR shall return said payment to the CITY. The CONTRACTOR shall provide notice to the CITY and to the certified JSEBs whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after the CONTRACTOR'S receipt of payment from the CITY. THE CONTRACTOR SHALL PAY ALL UNDISPUTED AMOUNTS DUE WITHIN THE TIME LIMITS IMPOSED BY THIS SECTION. Failure to pay undisputed amounts to the JSEB within seven (7) business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the CITY as liquidated damages. Continued failure to adhere to this clause may be cause for termination of the contract.

20.72.3 THIRD-PARTY LIABILITY - The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between the CITY and any subcontractor, supplier, JSEB, or any third-party or create any CITY liability for the CONTRACTOR'S failure to make timely payments hereunder. However, the CONTRACTOR'S failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to the CITY. As a result of said breach, the CITY, without waiving any other available remedy it may have against the CONTRACTOR, may: (i) issue joint checks; and (ii) charge the CONTRACTOR a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEBs and Chapter 218, Florida Statutes, for non-JSEBs, whichever is greater.

20.73 CONSTRUCTION NOISE REGULATIONS:

Noise generated by construction operations on this project is regulated by the Jacksonville Noise Control Ordinance (Chapter 368 of the City of Jacksonville Ordinance Code). This ordinance can be viewed on the City's Web Page at coj.net by selecting "Site Index" at the top of the page, then selecting "Ordinance Code" or "Municipal Code" from alphabetical index. In the "SEARCH" box enter "368" and select the "Search" button. The Contractor shall ensure that all supervisory personnel and subcontractors on this project are familiar with and comply with the requirements of this Noise Control Ordinance. See Appendix B for copies of the following forms:

- APPLICATION TO CONSTRUCT OR OPERATE A NOISE POLLUTION SOURCE

- APPLICATION FOR VARIANCE FROM APB RULES

All applications prepared by the Contractor shall be forwarded to the Engineer for review prior to submittal.

(Remainder of this page intentionally left blank)

CITY OF JACKSONVILLE

WORK PROGRESS SCHEDULE

NOTICE TO PROCEED DATE _____
NO. OF CONTRACT DAYS _____
CONTRACT COMPLETION DATE _____
DATE OF SCHEDULE _____
CONTRACTOR .

CITY CONTRACT NO. .
PROJECT NAME .
PROJECT LOCATION

ITEM NO.	WORK ITEM	% WEIGHT	SCHEDULED COST	% COMP.
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
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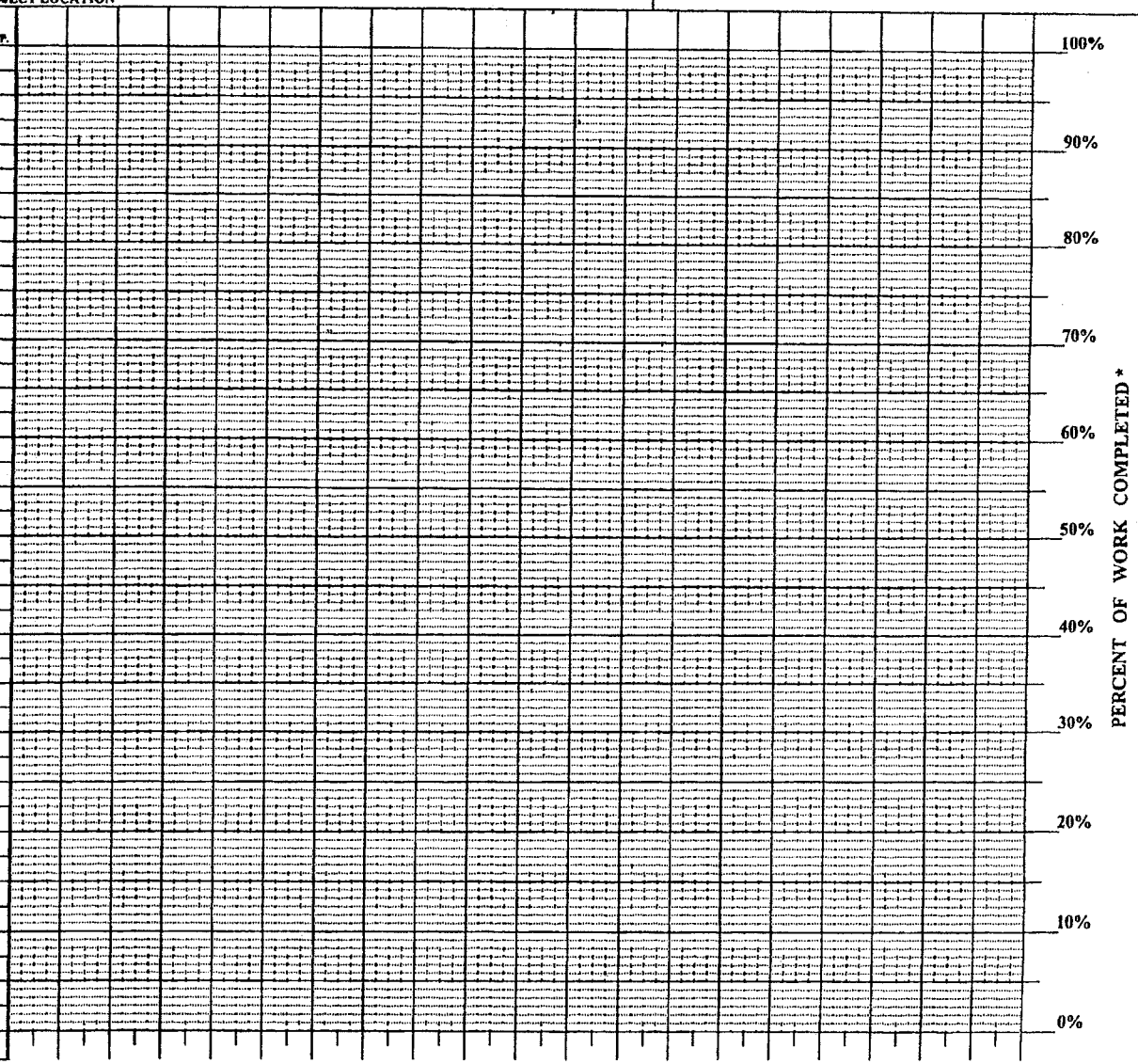
35				
36				
37				
38				
39				
40				
	TOTAL CONTACT	100.0		



LEGEND

BAR SYMBOL	CURVE SYMBOL
SCHED. PROGRES	SCHED. PROGRESS
SCHED. PROGRE	SCHED. PROGRESS
PROJECTED	

20-71 PERCENT OF CONTRACT TIME

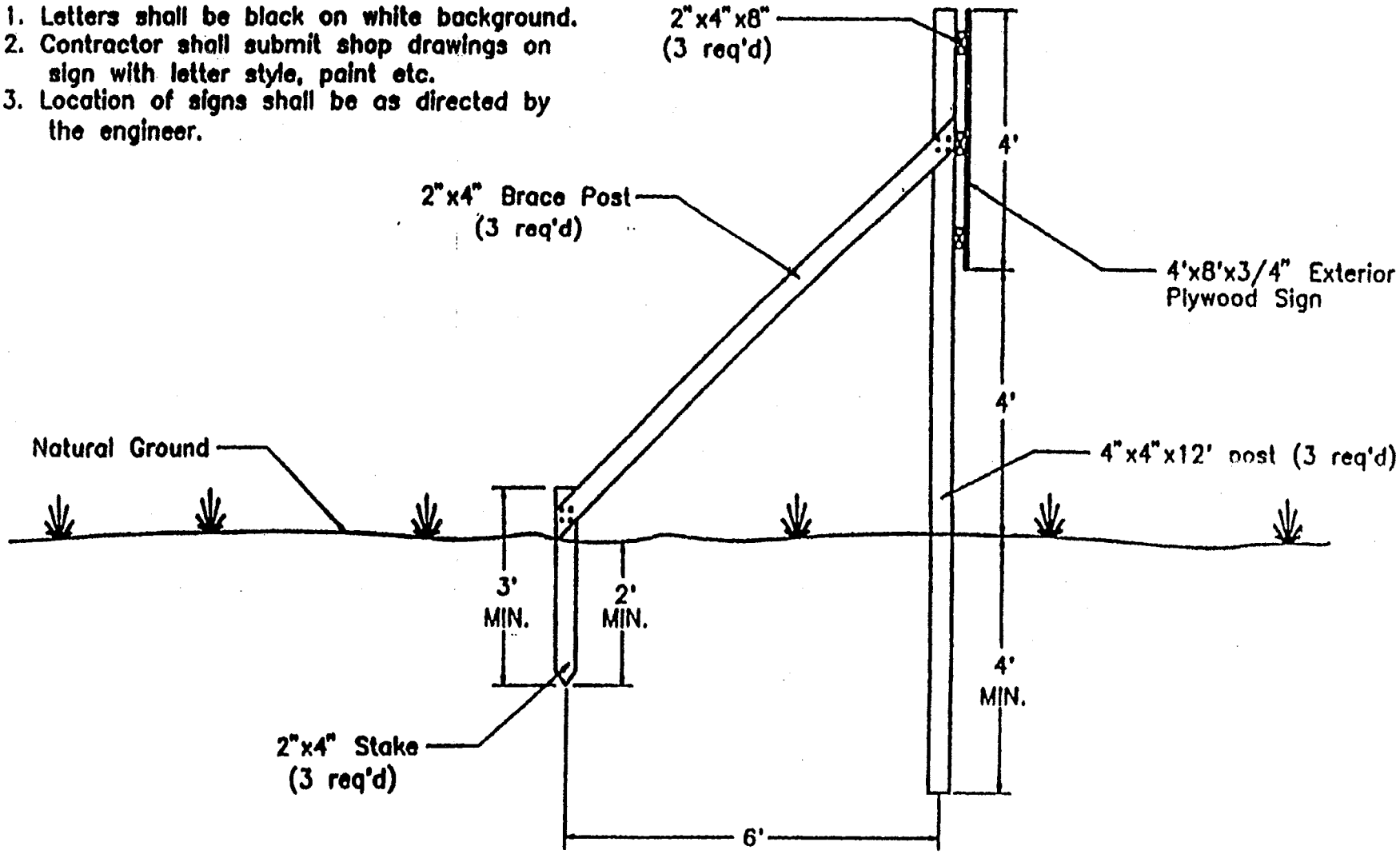
THRU C.O. No. _ 10/95

* BASED ON DOLLAR VALUE OF AC .L CONSTRUCTION IN PLACE

STANDARD
Public Works Project Site Sign
VERSION APPROVED 8/1/2006

Yellow: RGB 252/177/49
Blue: RGB 0/125/183
Black: RGB 0/0/0
Font: Sans Serif – Arial or similar

1. Letters shall be black on white background.
2. Contractor shall submit shop drawings on sign with letter style, paint etc.
3. Location of signs shall be as directed by the engineer.



PROJECT SIGN
(1 Required)

APPENDIX B

CONTENTS:

- APPLICATION TO CONSTRUCT OR OPERATE A NOISE POLLUTION SOURCE
- APPLICATION FOR VARIANCE FROM APB RULES

APPLICATION FOR VARIANCE FROM EPB RULES

Application No.
Set for Public Hearing on:
Notice of Violation:

Please type or print this application in blue or black ink and submit ***in person*** or by agent with 2 additional copies to:

Environmental Resource Management Department
Attn: Christi Veleta
City Hall at St. James
117 W. Duval Street, Suite 225
Jacksonville, Florida 32202

FOR INFORMATION REGARDING THIS FORM, CALL: **(904) 630-3692**

THIS SECTION FOR OFFICE USE ONLY

1. Date Submitted:	2. Date Returned:	3. Date Approved:	4. Permit Required:	5. Applicable Section of EPB Rule:

TO BE COMPLETED BY APPLICANT

6. Location for which Variance is being sought:	7. Cross streets bracketing area:
_____	_____
_____	_____

8. Proximity of site to nearest residential neighborhoods:		9. Proximity of site to nearest schools:	
Name of subdivision, apt., etc.	Distance (miles)	Name of School	Distance (miles)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

10. Has enforcement action commenced? Yes ☐ No ☐
(i.e. Notice to Correct, Warning Letter, Cease and Desist Citation or any other enforcement action)

11. Action or operation for which variance is being sought (check all that apply and indicate rule number):

☐	Air/Odor Pollution Rules	Rule 2._____
☐	Water Pollution Rules	Rule 3._____
☐	Noise Pollution Rules	Rule 4._____

RULES OF THE ENVIRONMENTAL PROTECTION BOARD CAN BE FOUND AT:
http://www.coj.net/Departments/Regulatory+Boards+and+Commissions/Environmental+Protection+Board/EPB+Rules.htm

* * * NOTICE TO OPERATOR/AGENT * * *

Please provide detailed responses to each of the following pertaining to the standards and criteria contained in Sec. 360.111. You may attach separate sheets if necessary.

(Please note that failure by the applicant to adequately substantiate the need for the variance and to respond to and meet the criteria set forth below may result in a denial of the application or a return of the application for additional information. Any activity that violates EPB Rules occurring during the time between submission of this application and the determination of completeness may be cited as a violation of EPB Rules. Safe harbor provisions will only apply if the application is deemed sufficient).

(1) The law or rule, and sections thereof, from which a variance is sought.

_____

_____

_____

_____

(2) The facts which show that a variance should be granted because of one of the following reasons:

(i) There is no practicable means known or available for the adequate control of the pollution involved. A variance granted under the authority of this subparagraph shall be limited to a period of sixty months.

(ii) Compliance with the particular requirement or requirements from which a variance is sought will necessitate the taking of measures which, because of their extent or cost, must be spread over a considerable period of time. (A variance granted for this reason shall prescribe a timetable for the taking of the measures required. A variance granted under the authority of this subparagraph shall be limited to a period of sixty months).

(iii) It is necessary to relieve or prevent hardship of a kind other than those provided in subparagraphs (i) and (ii). A variance granted under the authority of this subparagraph shall be limited to a period of twenty-four months.

_____

_____

_____

_____

_____

_____

_____

(3) The period of time for which the variance is sought, including the reasons and facts in support thereof.

(4) The damage or harm resulting or which may result to the person requesting the variance from a compliance with the law or rule.

(5) The requirements which the person requesting the variance can meet and the date when the person can comply with these requirements.

(6) The steps the person requesting the variance is taking to meet the requirements from which the variance is sought and when compliance will be achieved.

(7) Any beneficial or adverse impact to residents and the environment in the affected area resulting from the Board's requiring compliance or granting a variance.

(8) The economic or social impacts of granting or denying the variance.

_____

_____

_____

_____

_____

_____

_____

IMPORTANT NOTICE: THE GRANTING OF A VARIANCE HEREUNDER IS NOT A WAIVER OF ANY APPLICABLE STATE OR FEDERAL RULES AND DOES NOT PROVIDE PROTECTION FROM ENFORCEMENT OF ANY SUCH RULES.

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND the information contained in this application, that I am the owner or authorized agent for the owner with authority to make this application, and that all of the information contained in this application, including any attachments, is true and correct to the best of my knowledge.

PLEASE PRINT:

NAME AND ADDRESS OF OWNER/APPLICANT:	**NAME AND ADDRESS OF AUTHORIZED AGENT:**
NAME: _____	NAME: _____
ADDRESS: _____	ADDRESS: _____
CITY: _____ STATE: ____ ZIP: _____	CITY: _____ STATE: ____ ZIP: _____
DAYTIME TELEPHONE: _____	DAYTIME TELEPHONE: _____
FAX NUMBER: _____	FAX NUMBER: _____
_____ **SIGNATURE OF OWNER/APPLICANT**	_____ **SIGNATURE OF AUTHORIZED AGENT**

SECTION 21

FEDERAL REQUIREMENTS

(This section was intentionally left blank.)

SECTION 22

INCINERATOR ASH MATERIAL MANAGEMENT PLAN

INDEX

Section Name	Section No.
Introduction	22.1
Identification of Ash	22.2
Notification and Suspension of Work	22.3
Handling, Sampling and Characterization of Ash	22.4
Transportation and Disposal of Ash	22.5
Documentation	22.6
Safety	22.7

SECTION 22

INCINERATOR ASH MATERIAL MANAGEMENT PLAN

22.1 Introduction

The following Management Plan (hereinafter referred to as the "Plan") has been prepared as guidance on Incinerator Ash Material (hereinafter referred to "Ash") that may be encountered by Contractors performing construction/excavation projects for the City of Jacksonville (herein after referred to as "City"). This Plan may be incorporated into City construction contracts. If the contract does not include provisions on encounters with contaminated media generally, or Ash specifically, this guidance should be followed. The Plan includes the following:

- Procedures for identification of Ash,
- Procedures for notifications to City and regulatory officials,
- Procedures for handling, storing, and characterizing the Ash for proper disposal,
- Procedures for transporting the Ash to an approved facility for disposal, and
- Minimum requirements for documenting Ash handling and disposal activities.

The following sections detail the minimum procedures necessary for handling encountered Ash material.

22.2 Identification of Ash

Ash is referred to as material generated by melting and burning of municipal and household waste at incinerator facilities. According to City of Jacksonville - Solid Waste and Resource Management, most of the incinerator activities were conducted between the 1950s and 1960s. The Ash may be found in areas of the City where non-native material was used as backfill for parks, small creeks, ponds, etc.

The Ash may be visually identified by inspecting excavated soils for the presence of broken glass, pottery, pieces of metal, etc., darkened by the burning process. Ash is also commonly found fused together into uneven-shaped, variable-size pieces, with a reddish-orange color.

22.3 Notification and Suspension of Work

Immediately upon unexpectedly encountering suspected Ash-laden soils and unless the contract provides other procedures, the contractor must suspend work

into Ash-laden media and notify the City's Project Manager. If the Project Manager and contractor disagree that Ash-laden soils have been encountered, an environmental consultant should be engaged to positively identify the material. Regardless of any disagreement between the Project Manager and the contractor about the nature of the material, the Project Manager shall immediately notify the Environmental Law Division, Office of General Counsel (OGC) at 904/630-1723 or 630-1700. OGC shall advise the Project Manager about which federal, state, and/or local environmental regulatory authorities to notify, to include contacting FDEP representative Ashwin B. Patel at (904) 448-4320, ext 378.

22.4 Handling, Sampling and Characterization of Ash

All Ash excavated before the suspension of work in contaminated soil shall be temporarily stored on-site, in lined roll-offs or, depending upon quantity, hazardous waste containers. On-site storage cannot exceed 90 days without a hazardous waste storage permit from the Florida Department of Environmental Protection (FDEP). Every reasonable effort should be made to remove Ash determined to be hazardous waste (HW) from the site within 30 days after characterization. In order to ensure disposal of HW within 90 days, if ash material is determined to be HW, the sampling should be completed within 15 days of discovery/excavation and sent for analysis. Under no circumstance should hazardous waste be stored on site for so long that a hazardous waste storage permit must be sought. Unless otherwise provided in the contract, the contractor, in consultation with the Project Manager, shall arrange for suitable storage containers, including roll-offs, and if necessary, off-site treatment or disposal. The City's Project Manager shall be responsible for determining when construction may resume.

The following is a recommended schedule of activities to ensure that excavated material gets disposed of in less than 90 days:

- Day 1 — Discovery or Removal and containerization of ash material
- Day 15 — Sampling
- Day 16-60 — Analysis
- Day 60-70 — Review analytical data/report and make HW determination
- Day 70-75 — Arrange for waste disposal
- Day 80-85 — Waste shipped off-site

Recognizing that some small amount of Ash-laden soil may have been excavated before the contractor's personnel conclude or suspect that Ash has been encountered, such excavated Ash material must initially be covered with visqueen, surrounded with a temporary fence, and posted with signs warning that the material may be hazardous. This work shall be performed by the contractor. This will limit the public's exposure to potential hazardous waste until suitable

containers or roil-offs are mobilized onto the site, the appropriate regulatory authorities have been notified, and sampling the excavated soils has been done.

At a minimum, three to five samples from each roll-off, or one from each container must be collected for analyses of the eight Resource Conservation and Recovery Act (RCRA) metals (arsenic, barium, cadmium, chromium, lead, selenium, silver, and mercury) according to the Toxicity Characteristic Leaching Procedure (TCLP) (EPA Method 1311) to evaluate whether the excavated Ash is hazardous waste. Three to five samples with evidence of Ash from each roll-off or container must also be submitted for analyses of the parameters listed in EPA Method 6010 for total metal, EPA Method 8260 for Volatile Organic Compounds (VOCs), EPA Method 8270 for Semi-Volatile Organic Compounds (SVOCs), Polychlorinated Biphenyls (PCBs), Pesticides and Herbicides, Oil & Grease, and Total Recoverable Petroleum Hydrocarbons (TRPH) by the FL-PRO Method. Sample collection must be conducted under FDEP-approved Comprehensive Quality Assurance Project Plan (CQAPP), in accordance with the requirements listed by FDEP in DER QA-O01-"Standard Operating Procedures for Laboratory Operations and Sample Collection Activities."

When the environmental consultant for the contractor receives the laboratory analyses a copy of the laboratory reports shall be provided to the City's Project Manager. Also, copies of all analytical results should be provided to Ashwin B. Patel, FDEP. If the City has arranged for the laboratory analyses, copies of the laboratory report will be given to the contractor upon receipt. The contractor, or authorized environmental consultant, must review the results of the laboratory analyses to determine the hazardous characteristics of the Ash material. If the results of the TCLP (lower detection limits would have to be requested from the lab before the samples are run) or of the Synthetic Precipitation Leaching Procedure (SPLP) (EPA Method 1312) exceed the groundwater cleanup levels established in Chapter 62-277, FAC, or if total analyses concentrations exceed the Florida residential cleanup target goals, the material shall not be returned to the original excavation. If the results from the SPLP or the TCLP (modified for lower detection limits) are below the Florida groundwater cleanup levels and the total analyses concentrations are below Florida residential soil cleanup targets goals, the material may be returned to the original excavation area only with approval from the OGC and the FDEP.

22.5 Transportation and Disposal of Ash

If the ash has not been characterized as hazardous waste by TCLP, has SPLP (or TCLP with lower detection limits) results below Florida groundwater cleanup levels, and any hazardous substances in the material are below Florida residential soil cleanup target goals under Chapter 62-277, FAC, it may be returned to the excavation or used elsewhere in the vicinity of the excavation/construction (if the material is suitable for that purpose). If the ash is characterized as containing a hazardous substance in excess of State soil cleanup target goals, but not as

hazardous waste, arrangements may be made, with guidance from OGC, to dispose of the material as a special waste at an appropriately licensed landfill. If, however, the Ash is characterized as hazardous waste, it must be taken to a licensed hazardous waste treatment or disposal facility.

Upon characterization of the Ash by TCLP as a hazardous waste that must be taken to a licensed hazardous waste treatment or disposal facility, it need not be further characterized using the Toxicity Characteristic Leaching Procedure (TCLP) for the eight RCRA metals, unless required by the treatment or disposal facility. The fencing and signage originally installed shall remain in place until the material has been removed from the site.

Disposal of excavated Ash that has been characterized as hazardous waste shall be properly packaged for transportation, which shall be conducted by a licensed hazardous waste transporter to a licensed treatment or disposal facility.

Ash that is not hazardous waste may, with the concurrence of the City's Solid Waste and Resource Management Department, be sent to Trail Ridge Landfill in Jacksonville, Florida for proper disposal. The procedures for non-hazardous waste transport to and disposal at Trail Ridge Landfill are as follows:

- Notify Trail Ridge Landfill with the estimated amount of material requiring disposal,
- Prepare and submit disposal profiles to the landfill for approval. Profiles sheets may be obtained directly from the landfill by calling Linda Hair at (904) 289-9100. Laboratory results must be included with the profile sheets for approval by the landfill,
- Obtain transportation manifests after approval of the profiles by the landfill, and
- Mobilize roll-offs to landfill for disposal.

Note: *Transportation manifests will be provided by the landfill upon approval of the material for disposal. The number of manifests will depend on the number of loads or roll-offs requiring transportation to the landfill.*

The contractor or designated environmental consultant will be responsible for signing the transportation manifest on behalf of the City.

In the event large quantities must be handled, the contractor or environmental consultant shall:

- Properly identify the analytes exceeding TCLP levels that characterize the Ash as a hazardous waste. The contractor or environmental consultant must notify the City immediately upon determining that the Ash is a hazardous waste,

- Determine the most cost effective method for transportation and disposal of the hazardous waste,
- Contact an approved hazardous waste transportation facility to mobilize the Ash material. The contractor or environmental consultant will be responsible for obtaining all applicable transportation manifests,
- Obtain acceptance of the material for disposal into an approved hazardous waste disposal facility, and ensure compliance with all local, State and Federal disposal requirements.

22.6 Documentation

The environmental consultant conducting the analyses shall submit a report to the contractor and the Project Manager indicating the results of the laboratory analyses. If the material is to be disposed of as hazardous waste or non-hazardous special waste, the contractor shall determine the amount of Ash material to be containerized and/or transported to an appropriate treatment or disposal facility. The contractor shall be responsible for documenting the proper disposition of the Ash, including but not limited to, transportation and disposal manifest, characterization reports, and disposal weigh tickets.

22.7 Safety

Depending upon the laboratory analyses of the Ash material, further excavation of Ash may require the use of 40-hour OSHA trained personnel. Ordinarily, environmental consultants assign such trained personnel to conduct Ash sample collection. Investigations have concluded that Ash may contain elevated levels of arsenic and lead; therefore, proper handling of the material by trained OSHA personnel may be necessary.

SECTIONS 23 through 29
VACANT

JOB ORDER CONTRACTING FOR VARIOUS CITY OWNED FACILITIES

SECTION 30

SCOPE OF WORK

30.1 Scope

The City of Jacksonville (City") is soliciting proposals from qualified, certified and licensed General Contractors for a Job Order Contracting Services Contract, which will include various repair, renovation and remodeling jobs to buildings that often include electrical, plumbing, and/or HVAC services. The individual job orders may involve masonry work, stucco, concrete, and building repairs (including roof and structural repairs); and minor construction projects including road work, drainage, curbs, sidewalks and wheelchair ramps. Some job orders will be to correct ADA deficiencies in restrooms, break rooms, parking areas, public corridors and gathering areas among others. The work performed under this Contract may include several different disciplines in one job order.

Most job orders contemplated by the City of Jacksonville will not include any drawings or specifications. The contractor must retain a Florida licensed architect and/or engineer (A/E) to prepare the design drawings and specifications for those job orders.

Jobs will be priced on the basis of the "unit prices" for specific tasks that are established by RS Means, which includes material, labor and equipment costs for those tasks, taking into account the material and labor price variations in different parts of the country. In particular, the City will use the unit prices published in the latest RS Means Facilities Construction Cost Data 2018 Book for specific work tasks established for the Jacksonville area (zip code 322xx). While the CONTRACTOR'S bid coefficient will not change for the life of the contract, the base unit prices of line items will change based on updates to the RS Means Construction Cost Data Book.

30.2 Location

The projects under this contract will we located at various locations throughout the City of Jacksonville, Florida.

30.3 Intent

It is the intent of these Contract Documents to provide the City of Jacksonville repairs, renovations and remodeling of City owned buildings, and maintenance and new construction of horizontal facilities including roads, sidewalks, drainage, curbs and wheelchair ramps. It is not the intent of these Contract Documents to minutely define the mode, means, methods, techniques, sequence or procedures of construction selected by the CONTRACTOR, or the safety precautions and programs incident to the work of the CONTRACTOR, but rather to set forth reasonable and rational criteria for the construction thereof.

JOB ORDER CONTRACTING
FOR VARIOUS CITY OWNED FACILITIES

SECTION31
SPECIAL CONDITIONS

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SECTION 31

SPECIAL CONDITIONS

31.1 APPLICATION OF SECTION 31, SPECIAL CONDITIONS

31.1.1 CONFLICTS

Where conflicts exist between the Special Conditions and other parts of the Contract Documents, the order of precedence, as set forth in Section 20.61, General Conditions, shall apply. If certain situations arise whereby it would it be difficult or impossible for the Special Conditions to prevail then the final decision shall be made by the City Engineer.

31.2 STANDARD SPECIFICATIONS AND DETAILS

31.2.1 CITY OF JACKSONVILLE STANDARD SPECIFICATIONS AND DETAILS

The current City of Jacksonville Standard Specifications and City of Jacksonville Standard Details, dated August 1996, including all Revisions published prior to the Bid Date by the Department of Public Works, shall be considered part of the Technical Specification insofar as these Documents apply to the proposed work included in the Contract Documents and Addenda.

31.2.2 FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS

In addition, any applicable sections and supplements of the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction", dated 2013 and Supplemental Specifications to the 2004 Standard Specifications for Road and Bridge Construction, where referenced herein, shall be considered a part of the contract documents, insofar as the applicable sections and Drawings or any Addenda thereto. Where a Section number of the 2013 Florida Department of Transportation Standard Specifications, and/or Index number of the Roadway and Traffic Design Standards are specified, then all other related applicable Sections and Index numbers shall also apply.

31.2.3 FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS

In addition, any applicable Sections and Indexes of the "Florida Department of Transportation Design Standards, 2010 Edition", where referenced herein, and all other related applicable Sections and Index numbers shall also be considered a part of the Contract Documents, insofar as the applicable Sections and Indexes apply to the proposed work called for on the Contract Drawings or any Addenda thereto.

31.3 DELETIONS, ADDITIONS, OR CHANGES TO THE CONTRACT DOCUMENTS

31.3.1 DIVISION 1 BIDDING REQUIREMENTS

31.3.1.1 BID SECURITY

Section 2.3 of the Instructions to Bidders is amended to provide that the amount of Bid Security shall be $50,000.

31.3.1.2 CONTRACT BONDS

Section 2.11 of the Instructions to Bidders is amended to provide that the Contract Bonds (Performance and Payment) required will NOT be the contact amount, but rather in the amount of $1,500,000, and a new bond shall be provided for each contract term. The cost for furnishing said Performance and Payment Bond shall be included in the Bidder's Coefficient.

31.3.1.3 MAJOR ITEMS OF EQUIPMENT

Section 2.25 of the Instructions to Bidders is deleted in its entirety.

31.3.1.4 VOLUNTARY PARTNERING

Section 2.3. of the Instructions to Bidders is deleted in its entirety.

31.3.1.5 SUBCONTRACTORS AND SHOP FABRICATORS

Appendix "C" OF Section 3, Bid Proposal, is amended to provide that bidders do not need to submit their lists of subcontractors and shop fabricators with their initial coefficient bid submission, but rather the awarded CONTRACTOR will be required to submit this information with its individual job order proposals.

31.3.1.6 FLORIDA TRENCH SAFETY ACT

Appendix "E" of Section 3, Bid Proposal, is amended to provide that bidders do not need to submit their unit costs for complying with the Florida Trench Safety Act with their initial coefficient bid submission, but rather the awarded CONTRACTOR will be required to submit this information with its individual job order proposals if the Florida Trench Safety Act is applicable to that job order.

31.3.2 DIVISION III GENERAL CONDITIONS

For purposes of interpreting the General Conditions, each Job Order will generally be considered a separate contract.

31.3.2.1 DEFINITIONS

Section 20.1 of the General Conditions is amended to provide the following additional definitions:

"City Cost Index" means a geographic adjustment factor applied to unit prices in the UPB. All Unit Prices will be adjusted through the use of the appropriate "Weighted Average" City Cost Index, as contained in RS Means based on the first three digits of the project location's zip code, for presentation in Job Order Proposals.

"Coefficient" means the Contractor's price adjustment to the unit prices as published in the Unit Price Book (UPB). At a minimum, the Coefficients must contain all Contractor's costs, including but not limited to home office overhead; insurance, bonds, and indemnification; project meetings, training, management and supervision; general mobilization and close-out for the contract and each Job Order; project office staff and equipment; profit; subcontractor's overhead and profit; all taxes; employee or subcontractor's wage rates; fringe benefits, payroll taxes, worker's compensation, insurance costs and any other payment mandated by law in connection with labor; cost of financing the work, and business risks such as the risk of a lower than expected volume of work, smaller than anticipated Job Orders, poor Subcontractor performance, and inflation or material cost fluctuations. The Coefficients shall also include costs described in the General and Special Conditions without use of the line items from Division 1 of the USB except as noted elsewhere in these Special Conditions, interface with City representatives, coordination with occupants, cleanup, and all other costs incurred in performing the Job Order Contract except costs for work covered by the line items within the UPB.

"Job Order Contractor", interchangeable with Contractor, means the prime contractor under this contract.

"Job Order", interchangeable with "Delivery Order", means a discrete project under the Job Order Contract, authorized by a lump sum Purchase Order and defined by the Job Order Proposal.

"Job Order Proposal", interchangeable with Delivery Order Proposal, means a document prepared by the Contractor detailing the Scope of Work, Unit Price Proposal, Schedule and other details for a Job Order as defined elsewhere in these Special Conditions. The Job Order Proposal represents the contractor's contractual commitment for a project and is the basis for issuing the Purchase Order.

"Non-Prepriced Item", (NPP), means a portion of work that cannot be derived from the Unit Price Book. These work items require three subcontractor bids.

"Notice of Work Requirement", interchangeable with Request for Delivery Order Proposal, means the Owner's written project initiation document, which may be prepared prior to or subsequent to the Owner/Contractor site visit, describing the project need, draft scope of work, and Design Documentation or Requirements.

"Unit Price Book", (UPB) means the catalog of unit prices upon which this Contract is based. The Unit Price Book is the current year RS Means Facilities Construction Cost Data.

31.3.2.2 PROGRAM MANAGEMENT FIRM(S)

Section 20.1.29 of the General Conditions is deleted, and all references in the General Conditions to Program Management Firm(s) are hereby deleted. There will be no program management firm(s) working under this contract.

31.3.2.3 CONTRACT CONTINGENCY FUND

Section 20.1.31 of the General Conditions is deleted in its entirety. There will be no contingency amount added to any Job Order.

31.3.2.4 SCHEDULE AND PROGRESS REPORTS

Sections 20.4.1 through 20.4.10 of the General Conditions are deleted in their entirety. Sections 20.4.11 and 20.4.12 remain in effect.

31.3.2.5 PHOTOGRAPHIC RECORDS

Section 20.5 of the General Conditions is deleted in its entirety and shall be replaced with the following:

The CONTRACTOR shall take sufficient photographs of the work area in each Job Order prior to beginning the work to document existing conditions. The costs for the photographs shall be included in the CONTRACTOR'S Bid Coefficients.

31.3.2.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Section 20.6 of the General Conditions is amended as follows:

The Liquidated damages shall not be calculated as specified in Section 20.6.5 but shall be set at $100.00 per day for Job Orders up to $50,000; and $500.00 per day for Job Orders greater than $50,000.

31.3.2.7 NO DAMAGES FOR DELAY: ACKNOWLEDGEMENT BY CONTRACTOR

Section 20.8.4 of the General Conditions is amended as follows:

No Claim for damages or any other claim other than for an extension of time shall be made or asserted against the Owner by reason of any delay, disruption, interference or hindrance. The CONTRACTOR shall not be entitled to any increase in the Job Order amount or payment or compensation of any kind from the Owner for direct, indirect, consequential, impact or other damages, including by not limited to costs of acceleration and inefficiency, arising due to delay, disruption or hindrance or interference from any cause whatsoever. CONTRACTOR'S sole remedy for delay, disruption, and interference damages shall be an equitable time extension, provided that a logical time impact analysis has been provide to the Owner so as to evaluate any time extension.

Where the entire Job Order has been suspended by active interference or fraud by the Owner; and the CONTRACTOR is required to standby and is otherwise unable, under any circumstances, to obtain replacement work, the Owner will equitably adjust the Job Order amount, provided that the time impact analysis and the substantiation presented to the Owner for any project costs shall be by discreet accounting methods and no formulas, means or hypothetical computations shall be considered as the basis for any claim or damages.

31.3.2.8 CONTRACTOR'S SUPERVISION AND SUPERINTENDENT

Section 20.31.4 of the General Conditions is amended as follows:

On Job Orders less than $100,000, the CONTRACTOR'S superintendent shall be on the jobsite at least one hour per day.

On Job Orders greater than $100,000, the CONTRACTOR'S superintendent shall be on the jobsite at least two hours per day.

The requirements listed above are absolute minimums and do not relieve the CONTRACTOR of its responsibility to adequately supervise the work and meet all contractual requirements for safety, quality control, and compliance with the specifications.

31.3.2.9 CONTRACTOR'S OFFICE

Section 20.31.7 of the General Conditions is deleted. A field office not required in any case.

31.3.2.10 PROGRESS PAYMENTS

For the purposes of interpreting Section 20.39 of the General Conditions, it should be noted that nearly all Job Orders will have less than 30 days for the time of completion, so monthly progress payments will not be made on those Job Orders.

For Job Orders having more than 30 days for the time of completion, then the provisions of General Condition 20.39 shall apply.

31.3.2.11 INDEMNIFICATION

See Special Condition Section 31.18.

31.3.2.12 INSURANCE

See Special Condition Section 31.19.

31.3.2.13 CONTRACT BONDS

Section 20.45.1 of the General Conditions is amended to provide that the Contract Bonds (Performance and Payment) require will NOT be the contract amount, but rather in the amount of $1,500,000, and a new bond shall be provided for each contract term. The cost for furnishing said Performance and Payment Bond shall be included in the Bidder's Coefficient.

31.3.2.14 UTILITIES AND SANITARY PROVISIONS

Section 20.50 of the General Conditions is amended to recognize that since nearly every Job Order will entail repairs and/or renovations to an occupied City buildings, water, electricity and restrooms for the CONTRACTOR'S use in performing the work will be provided by the City from existing sources within the building. When this is not the case, temporary utilities and toilets may be included as payable line items on the CONTRACTOR'S estimate and proposal.

31.3.2.15 ENGINEER'S FIELD OFFICE

Section 20.53 of the General Conditions is deleted in its entirety. An engineer's field office is not required.

31.3.2.16 PROJECT SIGN DETAILS

Section 20.53 of the General Conditions is deleted in its entirety. Project sign(s) will not be required on Job Orders.

31.3.2.17 AS-BUILT DRAWINGS

Section 20.62 of the General Conditions is amended to provide that As-Built Drawings will generally not be required on most Job Orders.

When As-Built Drawings will be required, the ENGINEER will provide the City's requirements to the CONTRACTOR. In those cases, CONTRACTOR may include As-Built Drawings as a line item on its estimate and Job Order proposal.

31.3.2.18 RESIDENT NOTIFICATION AND TOWN MEETINGS

Section 20.66 of the General Conditions is deleted in its entirety. "Improvements in Progress" flyers will not be distributed, and Town Meetings will not be held.

31.3.2.19 VALUE ENGINEERING INCENTIVE

Section 20.69 of the General Conditions is deleted in its entirety. The Value Engineering Incentive does not apply on Job Orders.

31.4 DELETIONS, ADDITIONS, OR CHANGES TO THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2004 EDITION INCLUDING SUPPLEMENTS):

31.4.1 The FDOT Standards and Supplements, included in these documents, refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (2004 Edition and Supplements), and the Florida Department of Transportation Design Standards (2004 Edition). Where a Section number of the Florida Department of Transportation Standard Specifications, and/or Index number of the Design Standards are specified, then all other related applicable Sections and Index numbers shall also apply.

31.4.2 Delete Department where it appears and substitute Owner.

31.4.3 Delete State of Florida where it appears and substitute City of Jacksonville.

31.4.4 Delete Director, Division of Road Operations, where it appears and substitute City Engineer.

31.4.5 Where ENGINEER appears in the specifications, it shall be defined according to the City of Jacksonville Standards.

31.5 PERSONS TO CONTACT

31.5.1 If there are any questions concerning the bidding of this project, please call Marilyn Laidler, Purchasing Analyst, at (904) 255-8804, mlaidler@coj.net.

31.6 NOISE POLLUTION CONTROL

Jacksonville's Noise Pollution Control rule is referred to herein to heighten the Contractors awareness of the applicable restrictions and enforcements contained therein. It is the Contractor's responsibility to be familiar with the provisions of the ordinance and to arrange work activities in such a manner to be in compliance with the ordinance requirements. No additional compensation will be allowed for complying with the ordinance.

31.7 TERMS OF CONTRACT:

The initial Contract expiration date shall be two (2) years from the execution date of the initial contract. The maximum contract amount for the initial two (2) years shall be $2,000,000.00; however, no funds will be encumbered by the contract. Funding for this contract shall be established by the issuance of individual Purchase Orders (Job Orders).

Upon satisfactory completion by the CONTRACTOR of the initial two (2) year period, this contract may be extended up to two (2) additional two (2) year periods, at the same contract terms and conditions, upon mutual agreement by both the CONTRACTOR and the CITY. The contract amount may be increased by up to $2,000,000.00 for each two-year extension. Notwithstanding the above, there is no guaranteed issuance of Job Orders, no guaranteed minimum Job Order dollar amount, and there is no guarantee that the CITY will issue Job Orders up to the maximum allowable contract amounts, if Job Orders be issued at all. The CITY may cancel this contract without penalty or financial obligation for Job Orders not yet underway.

It is anticipated that most Job Orders issued will be in the range of $10,000 to $50,000, although no guarantee exists whatsoever that this will be the case. All Job Orders over $10,000 must contain some JSEB participation.

31.8 UNIT PRICE BOOK:

The published Unit Price Book to be used on this contract for project pricing is the current edition of the RS Means Facility Construction Cost Data. The Jacksonville, Florida, Weighted Average CITY Cost Index and the prices in the "Bare Cost Total" column will be used. The value of the applicable line items and their quantities will be multiplied by the CITY'S Cost Index and the CONTRACTOR'S Bid Coefficient and totaled to determine the lump sum cost of Job Orders. The current RS Means edition and quarterly updates, when revised and made available to the public, will apply to execution of Job Orders at the time they are priced or awarded to the CONTRACTOR.

31.9 TECHNICAL SPECIFICATIONS:

Technical specifications governing the materials and work under this contract must be in compliance with all current national, state and local construction codes; industry standards; and applicable CITY technical requirements and regulations. When the technical specification standards are not inclusive of the work to be performed under a Job Order, the CONTRACTOR may be required to propose appropriate technical specifications, drawings, and/or products and procedures to the CITY for approval and pricing.

31.10 GENERAL CONDITIONS – INDIVIDUAL JOB ORDERS:

The CONTRACTOR shall provide timely, creative and best value services to accomplish an undetermined number of small public works construction projects during the term of the contract. This is a fixed unit price, indefinite delivery, and indefinite quantity type of contract for the performance of a broad range of construction services. Activity initiated by Job Orders issued on an as-needed basis will include management and completion of small public works maintenance projects including repair, remodeling, renovation, alteration and facility maintenance at fixed unit prices performed by multiple subcontractors of multiple construction trades potentially working on multiple jobsites at the same time.

The CITY will issue individual Job Orders authorizing specific construction performance on individual projects. Any change orders issued for Job Order must keep the Job Order within the maximum dollar limits.

The specific work requirements identified in each individual Job Order issued by the CITY will include, but are not limited to:

A. Coordinate with CITY at individual project pre-construction meetings to obtain information needed for scope of work, incidental project design, building specifications, material requirements, performance schedule, jobsite safety plan, security expectations and hours of access for subcontractors to perform needed work.
B. For each Job Order, provide Scope of Work, incidental project design, basic working drawings, value engineering and suggested best value contraction methods to make projects cost efficient.
C. Provide project construction cost estimates and firm, fixed project pricing based on individual line items priced with designated RS Means Facilities Construction Cost Data.
D. Coordinate project schedules with CITY and other affected parties to start Job Order projects without delay.
E. Obtain necessary permits in full compliance with applicable codes, ordinances and stated building requirements.

F. Provide experienced professional project management and jobsite supervision for each project Job Order.
G. Effectively coordinate schedules and sequence of work with project oversight and management personnel to assure on-time completions.
H. Handle all aspects of material acquisition, delivery, storage and security.
I. Interact with and manage JSEB related subcontractor activities.
J. Supervise and manage construction tasks including safety, quality control, record keeping, reporting, job status communications to CITY and other specifically identified performance requirements.
K. Manage, oversee and coordinate the entire construction process of each project to consistently assure best value construction results.
L. Coordinate and communicate project activities with CITY's team members throughout all phases of construction from incidental design sequence to project completion.

The cost of complying with the above Job Order General Conditions shall be included in the CONTRACTOR'S Bid Coefficients.

31.11 BID COEFFICIENTS:

The Bare Cost column from the current editions of the RS Means Facility Construction Cost Data shall be used as the basis of pricing. The Bare Cost (cost of materials, labor and equipment ***without any mark ups*** for any of these including that for subcontract work and sales tax) is then multiplied by the City of Jacksonville Weighted Average City Cost Index, as provided by the latest edition of RS Means, including quarterly updates. That product is then multiplied by the CONTRACTOR'S Bid Coefficient to determine the contract unit price for each line items in the Unit Price Book.

CONTRACTOR'S Bid Coefficient shall ***include all mark ups*** for all costs for work, such as general administrative overhead, fringe benefits, indirect costs, sales tax, transportation costs, small tools and related items, indirect labor costs, employ's share of taxes such as social security and unemployment compensation, demolition (if incidental to the work in the Job Order), waste and bond premiums and insurance, contingency costs, gross receipt taxes, CONTRACTOR'S profit margin, etc.

CONTRACTOR'S Bid Coefficient shall also include all ***Division 1 "General Requirements"*** costs ***except*** those for scaffolding, cranes, lifts and architectural/engineering fees. CONTRACTOR is not allowed to include any ***Division 1 "General Requirements"*** costs when submitting Job Order pricing other than those for scaffolding, cranes, lifts and architectural/engineering fees which will be allowable on certain Job Orders when required.

Division 1 Line Items are generally disallowed for use in pricing delivery orders, with the exception of the following categories of line items, referenced by 2013 CSA Format

Number, which may be used with the Owner's prior approval and when the CONTRACTOR can clearly demonstrate the expense associated with the project.

- 01 45 23.50 Testing
- 01 54 19.50 Daily Crane Crews
- 01 54 23.75 Scaffolding Specialties
- 01 54 36.50 Mobilization (these line items are equipment-specific and do not include general mobilization)
- 05 01 93 13 Facility Maintenance Procedures (to be used for Facility Maintenance work specifically requested by the Owner, not for general construction cleanup and activities)

In addition, the following factors are disallowed:

- 22 01 02.20 4000 Add to labor for work in existing occupied buildings
- 22 01 02.20 9000 Other factors to be considered

RS Means line items include material handling, mobilization to site, daily clean up, rental equipment, equipment operating costs, power equipment, and normal consumable items such as Personal Protective Equipment. These items shall be included in the Coefficient and shall not be charged as separate line items except in extraordinary circumstances and with the prior approval of the City.

Bid Coefficients for Standard Work Hours and Non-Standard Work Hours Job Orders must be specified separately.

While RS Means unit prices will change annually and the City Cost Index will change quarterly, the Bid Coefficients shall remain unchanged throughout the life of the contract, which includes the initial contract term and any renewal option periods.

31.12 WORK HOURS:

31.12.1 STANDARD WORK HOURS

Standard Work Hours are 6:00 AM-6:00 PM Monday through Friday except City Holidays. Pricing and payment for Job Orders performed during Standard Work Hours shall be made using CONTRACTOR'S Bid Coefficient "A".

31.12.2 NON-STANDARD WORK HOURS

Non-Standard Work Hours are any time other than Standard Work Hours. Pricing and payment for Job Orders performed during Non-Standard Work Hours shall be made using CONTRACTOR'S Bid Coefficient "B".

31.13 JOB ORDER PROCESS AND PRICING:

This section describes the chronological order of events that will normal take place to begin, carry out and complete a typical project under the Job Order contract.

The City Representative will provide the CONTRACTOR with a Notice of Work Requirement for a project and request a proposal from the CONTRACTOR. The CONTRACTOR shall provide a more detailed scope and Unit Price Line Items taken from the current version of the RS Means Facilities Cost Data Book. When applicable and requested by the City Representative, projects estimated in value to exceed $25,000.00 shall be supported by plans and technical specifications, following the Construction Specifications Institute (CSI) FORMAT, OR SIMILAR FORMAT.

Anticipated Job Order Process:

The following describes a typical Job Order development process:

1. Site Visit: The Owner will notify the CONTRACTOR of a work requirement by providing the CONTRACTOR'S Representative Notice of Work Requirement that shall include a written Statement of Work and initial sketches or drawings or as-builts when applicable. The site visit with the Owner may precede the Notice of Work Requirement but in all cases shall occur within three (3) days unless otherwise requested by the Owner. The CONTRACTOR'S Representative and relevant subcontractors shall attend the site visit and obtain whatever measurements and information is necessary to develop the design, if needed, and produce a complete and accurate Job Order Proposal. For projects valued between $1,000.00 and $24,999.000, the CONTRACTOR shall provide a quotation to the City Representative within five (5) days from the date of the site visit; and for projects valued over $25,000.00, quotation shall be provided within ten (10) days of the site visit. Certain urgent projects may require faster production of the Job Order Proposal. For more complex projects, additional time may be granted by the Project Manager. The scope validation/site visit discussions will include:
    a. Necessary refinements for CONTRACTOR-furnished scope requirements
    b. Methods and alternatives for accomplishing the work
    c. Requirements for plans, sketches, drawings, etc.
    d. Access to the facility/project site, work hours, etc.
    e. User impacts
    f. Phasing or work sequence
    g. Security requirements
    h. Utility outages
    i. Permits, Excavation
    j. Temporary protection of property
    k. Debris and trash disposal

l. Fire protection and alarm scope
m. Noise and dust control
n. Environmental Impacts/Asbestos, Lead, PCB, SWPP Special Requirements specific to project such as applicable codes and regulations
o. Coefficient(s) to apply
p. Alternate pricing mechanisms

2. CONTRACTOR'S Proposal: The CONTRACTOR'S Job Order Proposal shall comply with the contract as well as ensure that all proposed work will comply with governing codes, regulations and industry standards. The Proposal response will include the following documents:

a. Project Outline:
   i. Project Synopsis (description);
   ii. The proposed method of accomplishing the work;
   iii. Proposed construction drawings;
   iv. Type of site field verification performed;
   v. User impacts;
   vi. Protection of property during construction;
   vii. Estimated construction time, illustrated by a brief critical path bar chart schedule
   viii. Subcontractor Listing

b. RS Means®-based line item proposal, with relevant Coefficients and City Cost Indexes applied through JOCWorks™.
   i. The Line Item Estimate shall be submitted electronically to the City via the JOCWorks platform as well as in hard copy pdf with the other Proposal deliverables.
   ii. The Line Item Estimate shall include detailed notes that will coordinate with the Scope of Work to clarify work items, quantities, breakdown by room or area, etc.

c. Subcontractor bids (3) for any Non-Pre-priced Items, with summary accounting as detailed in Section 31.14 of these Special Conditions.

d. CONTRACTOR'S Design package:

   i. Proposal estimate quantity calculations such as square foot, cubic yard, etc., unit of measure take-off calculations to justify quantities;
   ii. Supplemental Drawings and calculations to clarify scope of work
   iii. Manufacturer's supplied drawings, calculations, fabrications
   iv. Catalog/product technical information

3. Negotiation: The Owner will review the Job Order Proposal for accuracy with regards to scope, selection of line items, and quantities and will either

approve the Job Order by issuing a Purchase Order or notify the CONTRACTOR'S Representative of the need for negotiations. If negotiations are required, they will be limited to discussion of the selection of line items and quantities. The Contractor will then generate a revised proposal if required.

Note: All costs of Job Order Proposal development shall be included in the JOC Contractor's coefficient. While the City will make a god faith effort to engage the JOC Contractor on projects that have a reasonable chance of being approved, the City may decline to proceed with Job Order based on funding, costs, or other changes to the City program priorities.

The CONTRACTOR shall not refuse to submit a quotation nor refuse to perform any work which falls within the project scope requested by the City under the contract. In addition, any quotation submitted by the CONTRACTOR in response to a request from the City Representative may be rejected by the City and an alternate delivery method selected.

The unit prices are for the installed item and include the direct cost of labor, material and equipment. All **unit** prices from the RS Means price index are developed using local prevailing wage rates and local material and equipment prices.

The City authorizes the following utilization of RS Means data with prior approval, from the CITY, which can be accomplished through the JOCWorks estimating program:

a. For items with no separate dedicated RS Means demolition line item, demolition may be calculated at 50% of the installation cost.
b. Remove and Replace may be calculated at 150% of installation cost and 0% of material cost.
c. For proprietary or brand-name materials required by the City, or for unusual materials not covered by the RS Means line item pricing, the material cost can be replaced with the actual documented cost, ***with prior approval of the City.***

Although the price is arrived at by using quantities and the unit prices from the RS Means Facilities Cost Data (latest edition), the resulting job order is issued as a lump sum amount. The CONTRACTOR shall complete the scope of work for the lump sum amount.

Any future "change orders" to the scope of work, already agreed upon, that substantially change the scope of work and/or the cost, ***must be mutually agreed upon***, before CONTRACTOR is allowed to continue with the work.

The City's Representative will ensure project compliance and quality control for material and workmanship. Any material used shall automatically carry the manufacturer's warranty, but the workmanship must be warranted ***for at least twelve (12) months*** (more in some cases as mutually agreed upon).

The City will then issue a Purchase Order (Job Order) incorporating the price for the work and the completion time for the Work. The CONTRACTOR shall commence work within five (5) days of the date of issuance of the Notice to Proceed from the City's Representative.

31.14 NON-PRE-PRICED TASKS:

It is anticipated that the RS Means Facilities Cost Data Book (latest edition) will contain unit prices for nearly every task in every Job Order the CONTRACTOR performs. However, in the few instances where this is not the case, the following procedures shall be followed to determine pricing of non-pre-priced tasks:

The CONTRACTOR shall submit information in support of non-pre-priced tasks to include, but no be limited to, the following:

a. Complete specifications and technical data, including task content, support drawings, task cost data, quality control and inspection requirements.
b. Three (3) quotes: Unless otherwise directed by the City, costing data will be submitted demonstrating that the CONTRACTOR sought and received three quotes.
c. The final price submitted for non-pre-priced tasks shall be according to the following formula:

    (1) For labor: Provide written documentation from the CONTRACTOR and Subcontractors or others as appropriate in the form of a detailed breakdown by each labor classification involved indicating the number of hours of Work involved and the hourly payroll applicable to each substantiate the basis and amount or the direct labor cost. The direct labor cost may be increased to provide an allowance for indirect payroll costs (labor burden), such as payroll taxes, fringe benefits, and worker's insurance after all premium discounts, rebates and other appropriate reductions have been taken.

    (2) For materials, supplies, equipment, furnishing, etc., to be installed or included in the Work: Provide written documentation from the CONTRACTOR and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the CONTRACTOR'S reasonably anticipated net actual cost after consideration of trade discounts and volume rebates.
    (3) For construction equipment: Provide written documentation in the form of a detailed breakdown by each construction category indicating the applicable

unit rates (i.e.' $'s per hour, $'s per day, etc.) and the number of hours, days, etc., to substantiate the basis and amount of the construction equipment out-of-pocket costs.

d. With respect to the allowances for overhead and profit, the following schedule shall be used in determining the total cost of any Work covered by a change order or of any claim for an increase or decrease in the Job Order price:
   (1) For the CONTRACTOR for Work (i.e., cost of labor, materials and construction equipment as described above) performed by the CONTRACTOR'S own forces: 15% of the cost.
   (2) For the CONTRACTOR for the Work performed by the CONTRACTOR'S Subcontractors, 7-1/2% of the amount due the Subcontractor.
   (3) For each Subcontractor involved, for work performed by that Subcontractor's own forces: 7-1/2% of the cost.
   (4) For each Subcontractor, for Work performed by the Subcontractor's Sub-Subcontractors: 5% of the amount due the Sub-Subcontractor.
e. Following approval by the City of a non-pre-priced task and unit price, a Job Order will be issued.
f. Based on the pricing calculations detailed above, the CONTRACTOR shall provide an installed unit price that shall include all costs required to accomplish the non-pre-priced task. If requested by the City, the resultant unit price shall be incorporated into the contract for future use.

31.15 SCHEDULING OF WORK

Before any of the work is initiated under an individual Job Order, the CONTRACTOR shall confer with the City Representative and agree on sequence of procedure; means of access of premises and building; space for storage of materials and equipment; task, materials and use of approaches; use of corridors, stairways, elevators, communications, the location of partitions, eating spaces, and restrooms for CONTRACTOR'S employees and the like.

Furniture and portable office equipment in the immediate area shall be moved by the CONTRACTOR and replaced to original position upon completion of the work. If the work required by the Job Order will not allow furniture and portable office equipment to be replaced in its original position, new locations will be designated by the City's Representative for replacement by the CONTRACTOR.

Delivery of materials and equipment shall be made within a minimum of interference to the City's operations and personnel.

The work should, so far as practicable, be done in definite sections or divisions and confined limited areas, which shall be completed before work in other sections or divisions is begun.

31.16 ARCHITECTURAL/ENGINEERING (A/E) SERVICES:

Most Job Orders desired by the City will not include A/E plans which have already been prepared by others. In those instances, CONTRACTOR may be required to utilize architectural/engineering firms, licensed and registered with the State of Florida under Statue 471 (Engineering) and/or 481 (Architecture) as appropriate, to prepare minimal design drawings that would be typical of a design development stage (35%) as described by the AIA

Each individual Job Order which has no pre-prepared design or plans accompanying it will be evaluated for the need for licensed A/E service on an individual basis. If the City requires a Job Order to include licensed A/E services, CONTRACTOR shall select an A/E firm and may include its A/E fees as a separate line item (A/E fees are not included in the Bid Coefficient) in its Job Order pricing, subject to the City's approval. If the City does not approve the A/E fees, then the CONTRACTOR shall renegotiate with the A/E, or select a different A/E firm and repeat the process.

31.17 SUBMITTAL OF PROPOSALS AND ESTIMATES-RSMEANS JOCWORKS:

The CONTRACTOR shall purchase, maintain, and use the latest version of JOCWorks (JOCWorks) Basic or Advanced Project Estimator or equal product approved by the City. The CONTRACTOR shall use JOCWorks software to estimate and submit all of their estimates, electronically or on paper, as directed by the City. The CONTRACTOR is responsible for deciding which software application to purchase and the number of copies of software that they will need to support their contract requirements. The CONTRACTOR is also responsible for obtaining ongoing training required for its staff to utilize the software program. The City will conduct a 2-day Introductory Class at the Commencement of the contract, which the CONTRACTOR may attend free of charge.

The software estimating and project management package shall be Windows™ based software. It shall be able to import and export estimates and projects electronically in a secured estimate file format. It shall be able to track projects by contract, contract year, estimator, customer and/or project location. It shall be able to support project management tracking of project milestones, project costs, locations, contracts, and project notes. It shall provide a means for document management, whereas the user can setup template documents, point and click and create new, project specific documents using the current project details. The software shall be able to import the CONTRACTOR'S estimate, complete an electronic comparison and technical evaluation, as well as producing the contractors revised estimate report to show the post negotiation changes made from the initial estimate to the final accepted estimate. The database shall contain all of the line items found in the Unit Price Book. The database must be protected from being changed by any user. The software shall be able to export to Microsoft Excel™ and Adobe PDF™ file types as well and create electronic documents.

The CONTRACTOR shall purchase all annual maintenance plans and upgrades and use the most current version of JOCWorks as it becomes available from RS Means, for the life of the contract. Information on this software and pricing can be obtained by emailing lisa.cooley@reedsbusiness.com; let them know this is for the City of Jacksonville Contract. CONTRACTORS will be provided with a demo version of the software embedded with the appropriate cost data for review prior to bid.

31.18 INDEMNIFICATION:

31.81.1 Section 20.43, Indemnification, is deleted in its entirety and replaced with Exhibit A

31.19 INSURANCE:

31.19.1 Section 20.44, Insurance, is deleted in its entirety and replaced with Exhibit B

31.20 LEGAL WORKFORCE

(a) Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

(b) Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and

2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

31.21 SOLICITATION SILENCE POLICY

The City of Jacksonville has implemented a Solicitation Silence Policy that prohibits certain oral communication regarding a solicitation during the period the policy is in effect. Written communications to the Chief of the Procurement Division or his/her staff are allowed at all times.

Prohibitions

Any oral communication regarding a particular solicitation is prohibited between a potential vendor, service provider, bidder, lobbyist or consultant and city employees, staff, or hired consultant.

Exceptions to the Solicitation Silence Policy

Unless specifically provided in the applicable solicitation document the Solicitation Silence Policy does not apply to the following:

- communications regarding a particular solicitation between the Chief of the Procurement Division or his/her staff responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document
- communications between a potential vendor, service provider, bidder, consultant or lobbyist and city employees responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures
- communications with the Office of General Counsel and his/her staff
- communications with the Office of Inspector General and his/her staff
- emergency procurements of goods and services pursuant to 126.102(e).
- oral communications at pre-bid conferences
- oral presentations before publicly noticed committee meetings
- contract negotiations during any duly noticed public meeting
- duly noticed site visits to determine competency of bidders during the period between bid opening and issuance of the Chief of Procurement Division's written recommendation
- communications in writing at any time to the Chief of Procurement Division or his/her staff unless specifically prohibited by the applicable solicitations document

Commencement and Termination of the Solicitation Silence Period

The period of Solicitation Silence commences after the advertisement of the solicitation document. The period of Solicitation Silence terminates after the Chief of the Procurement Division issues a written recommendation to the corresponding awarding committee. If the awarding committee refers the Chief's recommendation back for further review, the Solicitation Silence period shall be reinstated until such time as the Chief issues a subsequent recommendation.

Written Communication During the Solicitation Silence Period

When the Solicitation Silence period is in effect, any communication shall be in writing, unless one of the exceptions applies. Written communication may be in the form of letter, email or facsimile.

If Not an Exception

If a city employee, staff or hired consultant receives an oral inquiry call for an answer or response that is not within the scope of the exception, the city employee, staff or hired consultant shall kindly request that the question be presented in writing to the Chief of the Procurement Division or his/her staff and that a response will, in turn, be given in writing.

Any information that changes adds to or clarifies the terms, provisions or requirements of the solicitation document shall be conveyed equally to all competitors in a solicitation addendum.

31.22 Other Non-Discrimination Provisions

Delete the language in Article 20.19 in its entirety and replace with the following:

As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

31.23 PUBLIC RECORDS LAW

In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

(a) Keep and maintain public records required by City to perform the services; and
(b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and

(d) Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

31.24 VENDOR CERTIFICATION

If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

(a) Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;

(b) Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

(c) Has been placed 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, Florida Statutes; or

(d) Has been engaged in business operations in Cuba or Syria.

31.25 ASSIGNMENT, SUBLETTING OR SUBCONTRACTING (GC Section 20.14)

In Section 20 - General Conditions, delete Article 20.14.1 in its entirety and replace with the following:

20.14.1 The CONTRACTOR shall perform at least 40% of the total amount of the work to be performed under this Contract with its own organization and may sublet any portion

of the remaining work to qualified Subcontractor(s)-- EXCEPT as provide for in Division I Section 5 or Section 6,if applicable.

31.26 DISQUALIFIED/PROBATIONARY VENDORS LIST

See Disqualified/Probationary Vendor List at the back of this document.

EXHIBIT A
INDEMNIFICATION

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident
	$ 1,000,000 Disease Policy Limit
	$ 1,000,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability $1,000,000 per Claim and Aggregate
(Including Medical Malpractice when applicable)

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

Builders Risk **%100 Completed Value of the Project**

Such insurance shall be on a form acceptable to the CITY's Office of Insurance and Risk Management. The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum $10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insured's shall be: CONTRACTOR, the CITY, and respective members, officials, employees and agents, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

Pollution Liability $1,000,000 per Loss
$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Pollution Legal Liability $1,000,000 per Loss
$2,000,000 Aggregate

Any entity hired to perform services as a part of this contract that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this contract.

Watercraft Liability $1,000,000 Per Occurrence
(to the extent that watercraft is utilized in the services of this contract)

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.
B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials,

officers employees and agents.

C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Contractor shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Contractor shall present this Contract and Exhibit A & B to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

SECTIONS 32 THROUGH 99

(These Sections were intentionally left blank.)

DISQUALIFIED/PROBATIONARY Vendors List

In accordance with the City's Procurement Code 126.201 (1) (1), the Chief of Procurement and all agencies are advised to cease doing business with disqualified vendors as they appear on this list. However, any existing contracts held by the vendors listed below should be completed.

VENDOR	VENDOR-FEIN #	Date of Disqualification	Eligibility Reinstatement Date
Able Lumber and Supply	593198312	07/18/1997	07/18/1998
**Aquino Construction Company, Inc.	00001424	07/28/2017	07/28/2018
Armored Car Services	593191058	02/10/2000	02/10/2001
*Arnett Contracting, Inc.	223965485	06/04/2010	06/04/2013
*Aztec American Builders, Inc.	00012849	01/10/2018	01/10/2021
**B & H Full Service Cleaning, Inc.	*****3840	11/19/2010	11/19/2011
C & H Construction	593216284	03/07/2002	03/07/2003
Carolina Paper Mill	593579372	10/20/1980	10/20/1981
*Cleft Landscape Mgmt.	590036843	10/26/2000	10/26/2001
Concerned Citizens of Developing the Disable, Inc. d/b/a A.I.C.R.		07/23/1998	07/23/1999
Court Yard Concepts	593198312	05/07/1997	05/07/1998
Creed Company	45357941	03/07/1990	03/07/1991
D&D Site Work, Inc.		10/9/2013	10/9/2016
Dajis Construction, Inc.	*****2318	12/16/2015	12/16/2016
Elite Public Safety		03/25/2000	03/25/2001
Fire Defense Centers	593035606	06/08/1987	06/08/1988
*First Coast Site Contractors	273995727	10/26/2012	10/26/2013
**Francbeth, Inc.	593658944	7/9/2014	7/9/2015
*GA Janitorial Cleaning Svcs., Inc.	010684614	08/31/2009	08/31/2010
George Patterson & Assoc.	59317759	06/05/1998	06/05/1999
G K Solutions	593541756	09/08/1999	09/08/2000
**J&J Recycling and Demo, LLC	*****1758	4/21/2015	10/21/2015
Kingdom Cleaning	*****6694/*****9588	10/20/2015	10/20/2017
*Process Server Enterprises, LLC	263336079	04/29/2010	04/29/2011
**Ray T. Freiha Construction, Inc.	593615599	06/01/2010	06/01/2012
*The Real Dirt Busters	*****3042	10/26/2012	10/26/2015
The Rose Group, LLC	*****0716	07/21/2015	07/21/2018
**Sheza General Contractors, Inc.	593430930	11/02/2010	11/02/2011
Tiger Tale Publication		05/21/1998	05/21/1999
Whittle & Sons		07/25/1980	07/25/1981

***Vendors disqualified/debarred from bidding as Prime and/or Sub Contractors**
****Vendors placed on probation for a period of 6 months or more**