

# TOWN OF INDIAN SHORES, FLORIDA

**James J. Lawrence**  
***Monument Project***  
***At Tiki Gardens***

## SPECIFICATIONS



**Issue Date: April 11, 2021**

**Bid Opening: Monday, May 10, 2021**

2:00 P.M. (Local Time) Town Hall Municipal Services Center

Submit Bids to:  
Town of Indian Shores  
Town Clerk  
19305 Gulf Boulevard  
Indian Shores, Florida 33785

# Monument Project at Tiki Gardens

## TABLE OF CONTENTS

### DIVISION 0-- BIDDING AND CONTRACT REQUIREMENTS

00010	Invitation to Bid
00020	Information for Bidders
00100	Instructions to Bidders
00300	Bid Form
00800	Agreements

### DIVISION 1 GENERAL REQUIREMENTS

01010	Description of Contract Documents
01027	Changes in Work
01200	Project Meetings
01300	Submittals
01500	Construction Facilities and Temporary Controls
01700	Contract Closeout

### TECHNICAL SPECIFICATIONS AND PLANS

### DIVISION 2 SITE IMPROVEMENTS

02100	Site Preparation
02200	Monument Fabrication and Construction Requirements

### DIVISION 3 LANDSCAPE AND IRRIGATION

02800	Site Improvements and Amenities
02810	Irrigation
02900	Landscaping
03301	Concrete
03360	Dry Shake Hardener
12 93 13	Bicycle Racks
12 93 23	Trash and Litter Receptors

### DIVISION 4 ELECTRICAL (All Electrical Specifications are included in DIVISION 5)

### DIVISION 5 PLANS AND TECHNICAL DRAWINGS

Plaza Site and Landscape Plan  
Electrical and Lighting  
Monument Arch, Statue, Base and Kiosk

**SECTION 00010**

*Town of Indian Shores, Florida*

**"Monument Project at Tiki Gardens"**

**INVITATION TO BID**

**NOTICE TO BIDDERS:** Sealed bids will be received until the time and the place designated herein, and for the items as listed on the Bid Form (Section 00300). Please contact Mr. Freddie Lozano, Town Clerk at (727) 474-7705 to obtain a bid package for this project. The bids will be received in the office of the Town Clerk, 19305 Gulf Blvd., Indian Shores, Florida. These bids will be publicly opened at the Town Hall public meeting room in the Municipal Center 4th floor, in the presence of bidders and Town officials. All bidders are invited and encouraged to attend the bid opening. After tabulation and review of the bids by the engineer, Mayor and Town Administrator the bid tabulation and recommended bidder for award of the project will be presented to the Town Council of Indian Shores at a scheduled public meeting for consideration of award of contract. The Town of Indian Shores, Florida retains the right to reject any and/or all bids and waive any formalities in the consideration of awarding a contract.

**PROJECT DESCRIPTION:** This project includes the demolition of existing fencing, irrigation, and tree removal and the installation of a new statue, base, arch, plaza, sundial, benches, electrical & lighting, and landscaping with requirements as shown on the plans and/or otherwise called for in these specifications. The contractor shall provide all MOT and other requirements to maintain traffic movement in the adjacent parking area for Tiki Gardens beach access park. The contractor shall make accommodations for emergency access and special deliveries to adjacent property as may be required at all times during the project. The work will be inspected by the Town's engineer Engineering Sciences Group, Inc. (ESG), Town Building Official, Pinellas County and FDOT inspectors as required. The quality of the work acceptable for payment under the contract shall be as determined by ESG. Payment for work is anticipated as follows: 10% of the contract price shall be paid upon approval of all shop drawings and structural design of the statue, base, arch, benches, and supporting features shown on the plans. Following the initial payment, monthly payments will be made based on the appropriate percent completion of the Engineer approved "Schedule of Values" with a 10.0% retainage. The retainage shall be paid to the contractor at the end of the project upon completion of the final punch list as approved by the Engineer. See 00100 - 1.33 (A).

**HOW TO SUBMIT A BID:** All bidders shall submit 4 copies of the bid documents and shall be submitted in a sealed envelope, hand delivered or mailed to the Town Clerk, Town of Indian Shores, 19305 Gulf Blvd., Indian Shores, Florida 33785. It will be the sole responsibility of the bidder to ensure that the bidder's sealed bid reaches the office of the Town Clerk on or before the time and date shown on the bid form.

**PURPOSE OF BID:** The Town of Indian Shores intends to secure a source of supply for the above item(s) or service(s) by a qualified, experienced, and licensed contractor at the lowest and/or

best price, with early and satisfactory work completion, prompt and courteous employees, and quality construction. Any failure on the part of the contractor to comply with the conditions and Specifications as described in this document shall be reason for termination of the Agreement.

PREBID CONFERENCE : A mandatory in person pre-bid conference will be held on Thursday, April 22, 2021 at 11:00 A.M., in the 4<sup>th</sup> Floor Community Center of Town Hall.. **Attendance is required.** Questions about the bid documents should be addressed to and will be answered by the Engineer (Engineering Sciences Group, Inc.). Answers to any question shall be made known to all bidders and will be published on the Town's website at <https://www.myindianshores.com/2486/Open-RFP-21-01>. All bidders should therefore make their intentions to bid known to the Engineer, Larry L. Fluty, P.E. [lfluty@tampabay.rr.com](mailto:lfluty@tampabay.rr.com) followed up by a phone contact to the Engineer at (352) 410-1498.

BIDS TO BE BALANCED : The Town expects that all bid items will be balanced and the price bid for the respective bid items will reflect the bid for that item.

AWARD: The Town of Indian Shores reserves the right to make an award to the most responsible bidder whose product or service best meets the terms, conditions and specifications, and whose bid is considered to best serve the Town's interest; and when related to a contract or the providing of supplies or services, the following shall be considered as applicable: the ability, capacity and skill of the bidder to perform as required; experience and efficiency of the bidder; the quality of past performance on similar projects; the previous and existing compliance by the bidder with related laws and ordinances; the sufficiency of the financial resources and the ability of the bidder to perform; the quality availability and adaptability of the supplier or services to the particular use required; ability to comply with the number and scope of conditions attached to the bid document(s); and the bid price. The Town reserves the right to accept or reject any and/or all bids.

END OF SECTION

Division 0

Bidding  
And Contract Requirements

## SECTION 00020

### INFORMATION FOR BIDDERS:

#### 1. SUBMISSION AND RECEIPT OF BIDS:

- a. Bids to receive consideration must be received no later than the date and time as specified on the bid form.
- b. Unless otherwise specified, bidders must use the bid form furnished in these specifications. Failure to do so may cause bid to be rejected. Removal of any part of the bid form may invalidate the bid.
- c. Bids having any erasures or corrections must be initialed by the bidder in ink. All information submitted by the bidder on the bid form shall be printed with ink.
- d. Bids shall be signed in ink.
- e. A proposal must contain a manual signature of proposer's authorized representative in the space provided. All corrections made by a proposer to its proposal must be initialed by same. If the proposal is made by a partnership, corporation, joint venture, or team, the name and address of the partnership or corporation or all member of the joint venture or team shall be shown together with the names and addresses of the partners or officers of all entities. If the proposal is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers; if made by a joint venture or team, by one officer of each participating entity.

2. **WARRANTIES FOR USAGE:** Whenever a bid is sought seeking a source of supply for materials or services, the quantities or usage shown are estimated only unless otherwise stated. No guarantees or warranty is given or implied as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of the bids, and the Town reserves the right to increase or decrease quantities as required. Quantities shown in the bid form should be field verified by the contractor to insure proper in-place quantities to properly complete the work.

3. **PRICES TO BE FIRM:** The Bidder warrants, by virtue of bidding, that prices, terms, and conditions quoted in this bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening, unless otherwise stated.

4. **BRAND NAMES:** If and wherever in the specifications or plan sheets a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade of quality of material only. Since the Town does not wish to rule out other competition and equal brands or makes, the phrase OR APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within his bid and to prove to the Engineer that said product is equal to that specified, and to submit brochures, samples, and/or specifications in detail on item(s) bid. The Engineer shall be the sole judge concerning the merits of materials or equipment submitted as equal.

5. **SAMPLES AND DEMONSTRATIONS:** Evidence in the form of samples may be requested (when required) if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the Engineer unless otherwise stated in the bid. If samples should be requested, such samples must be received by the Engineer no later than seven (7) days after formal request is made. When required, the Engineer may request full demonstration of any materials or equipment to be used prior to proceeding with the work. Samples, when requested, must be furnished free of expense to the Engineer; and if not used in testing or destroyed, will upon request within thirty (30) days of receipt be returned at the bidder's expense.
6. **QUALITY:** All material used for the manufacture or construction of any materials or equipment covered by this bid shall be new, the latest model, of the best quality, and the highest grade workmanship.
7. **SIGNATURE:** All quotations and bids must be signed in ink with the firm name and by an officer or employee having authority to bind the company or firm by his/her signature. Electronic signatures will not be accepted.
8. **ACCEPTANCE OF MATERIAL:** The construction provided under this bid shall remain the property of the contractor until a physical inspection and actual usage of this construction is made, and thereafter accepted to the satisfaction of the Engineer; and must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the construction supplied to the Town is found to be defective or does not conform to specifications, (in the opinion of the Engineer) the Town reserves the right that upon written notice to the contractor, the contractor will remove and replace at the contractor's expense all elements of the unacceptable work.
9. **VARIATIONS AND SPECIFICATIONS:** For the purposes of evaluation, the bidder must indicate on the Bid Form any variances from these specifications, terms, or conditions, no matter how slight. If variations are not stated or referenced in the space provided on the Bid Form, it will be assumed that the product or service fully complies with these plans and specifications, terms, and conditions.
10. **PRICING:** Prices should be stated in units of quantity specified in the Bid Form. In case of discrepancy in computing the amount of the bid, unit price quoted will govern.
11. **SAFETY STANDARDS:** The bidder warrants that the product supplied to the Town conforms in all respects to the standard act forth in the Occupational Safety and Health Act of 1970 and its amendments and the State of Florida Building Codes, Town of Indian Shores construction standards, and the Florida Department of Transportation (FDOT) standards, rules and regulations, as such standards may be applicable, and the failure to comply with these conditions will be considered a breach of contract.
12. **TAXES:** Prices quoted shall include all federal, state and local taxes. The contractor is

responsible to pay all taxes and report all income associated with this project to government agencies as may be required. Direct purchases for tax exemption purposes must be coordinated with the Town.

13. **MANUFACTURER'S CERTIFICATION:** The Town reserves the right to request from bidder's separate manufacturer certification of all statements made in the bid.
14. **SIGNED BID CONSIDERED AN OFFER:** The signed bid shall be considered an offer on the part of the bidder (contractor), which offer shall be deemed accepted upon recommendation of the Engineer, Mayor, Town Administrator and approval by the Town Council and the issuance of a purchase order; and in case of a default on the part of the bidder (contractor) after such acceptance, the Town may take such action as it deems appropriate, including legal action for damages or specific performance.
15. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto Town, Pinellas County, FDOT, or adjacent property to deliver materials or perform work or services as a result of bid award, the bidder shall be a licensed contractor and will assume the full duty, obligation, and expense of obtaining all necessary permits, and insurance and provide MOT as required . The licensed contractor shall be liable for any damages or loss to the Town, or individual property owner, occasioned by negligence of the contractor (or his agent) or any person the contractor has designated in the completion of his contract as a result of the bid. It is recommended that pre-construction photographs, or video, be taken by the contractor to insure the pre-existing conditions, which will then assist in settling potential disputes about damages.
16. **RESERVATIONS FOR REJECTION AND AWARD:** The Town reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The Town also reserves the right to award the contract the Town deems will best serve its interests. It further reserves the right to award the contract as a split order, lump sum or individual item basis, or such combination as shall best serve the interests of the Town in the opinion of the Engineer unless otherwise stated.

The Engineer also reserves the right to waive minor variations to specifications (interpretation of minor variances will be made by the Engineer.) In addition, the Town reserves the right to cancel any contract by giving thirty (30) days written notice. Failure to comply with bond, bid deposit (if required), or other requirements as stated in the bid documents shall be considered a material deviation and shall mean that the Town may reject any non-complying bid.

17. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/services not adequate for use as specified will not relieve the bidder from responsibility to supply materials that conform to local codes and other regulatory requirements .
18. **BID ATTACHMENTS:** A bid response to the Invitation to Bid, which has attached a



condition or any other attachment which alters the specifications, conditions, and terms or makes it subordinate, may be cause for rejection.

19. **BID DOCUMENTS:** All materials furnished, and all work performed shall be in accordance with the drawings, specifications and contract documents pertaining thereto, which may be examined at or obtained from the Town Clerk by calling (727) 474-7705.

General contractors may secure drawings and specifications (one set) from the Town at no cost. Additional sets of plans and specifications may be obtained at the cost of \$50.00 per set. Additional sets will be provided to the contractor who is awarded the contract at no additional cost. The cost for sets of plans and specifications will not be returned to bidders.

END OF SECTION

## SECTION 00100

### INSTRUCTIONS TO BIDDERS

#### 1.1 DEFINITION OF TERMS:

Whenever in these specifications the following terms or pronouns are used, their intent and meaning shall be interpreted as follows:

**OWNER :** Town of Indian Shores,  
Florida 19305 Gulf  
Blvd.  
Indian Shores, Florida 33785

**CONTRACTOR:** Any qualified firm, partnership, or corporation (that is properly licensed by the Pinellas County Construction Licensing Board to perform the work) entering into the Agreement to perform the work specified herein.

**ENGINEER:** The firm of Engineering Sciences Group, Inc. (ESG), 12331 Stringer Rd, Brooksville, Florida, acting directly as or through a duly authorized representative of ESG.

**OWNER'S PROJECT REPRESENTATIVE:** The authorized representative of the Town assigned to represent the Town during the construction project.

**BIDDER:** Any qualified licensed contractor submitting a bid proposal for the work contemplated.

**SURETY:** The Corporate body which is bound with the Contractor, who is primarily liable, and which guarantees the faithful performance of the contract to the benefit of the Town.

**BID FORMS:** The approved forms (as supplied in these Specifications) on which the Bidder has submitted his bid for the work to be done and itemized as required on the bid form. All requested information must be provided, or the Owner may reject the bid.

**DRAWINGS:** The official plans and other drawings or reproductions thereof, pertaining to the work to be done. Some Technical specifications may be included on the drawings in addition to requirements of certain sections of these Specifications.

**SPECIFICATIONS:** The Bidding and Contract Requirements, General Requirements, Site Improvements, Landscape and Irrigation, Electrical, and Plans and Technical Drawings, Artist Renderings and other requirements of the contract documents.

**AGREEMENT: (Also considered the Contract)** shall mean the document entitled "*Agreement*" in Section 00800 and shall include all provisions and requirements of the Specifications / Contract Documents.

**CONTRACT DOCUMENTS:** The contract documents include the Agreement, the Specifications, the Drawings, Artist Renderings, Intellectual Property Contract, Performance and Payment Bond in 100 percent of the contract sum, with surety satisfactory to the Owner, and all other associated project documents.

**PROJECT:** The entire fabrication, demolition, and installation of materials specified as set forth in the Specifications for the "*James J Lawrence Monument Project at Tiki Gardens*".

**CLAIMS AND NOTICES:** A notice is defined to be information rendered by either party to the other upon a condition becoming known, pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and any and all other forms of notices or claims must be in writing and promptly presented to the Engineer and Town Clerk via email with a copy mailed to the Town Clerk. If none is so made, it is irrefutably presumed not to have been given.

## **1.2 EXAMINATION OF SPECIFICATIONS AND PROJECT SITES:**

The bidder is required, before submitting the bid, to visit the site of the work and become familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. The Contractor is also required to examine carefully the Specifications and all contract documents and become informed thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the "Agreement." Ignorance on the part of the Contractor will in no way relieve the Contractor of the obligations and responsibilities assumed under the "Agreement. "

The Contractor shall check all the Specifications (which include drawings) furnished immediately upon their receipt. Any discrepancies found on the drawings and/or the written Specifications shall immediately be brought to the attention of the Engineer.

Figures marked on drawings shall, in general, be followed in preference to scale measurements. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby. When dimensions on the drawings are affected by the type of equipment selected, the Contractor shall contact the Engineer for a resolution as conditions may require.

## **1.3 EXPLANATION TO BIDDERS:**

No oral explanation in regard to the meaning of the Specifications will be made and no oral instructions will be given before the award of the contract. Discrepancies, omissions, or doubts as to the meaning of the Specifications (including drawings) should be communicated in writing to the Engineer for interpretation. E-mail communication is acceptable if receipt is verified. Bidders should act promptly and

allow sufficient time for a reply to reach them before the submission of their bids. Any interpretation made will be in the form of an Addendum to the Specifications which will be forwarded to all bidders, and its receipt by the bidder should be acknowledged on the Bid Form.

**14 ERRORS AND OMISSIONS:**

Should a bidder find errors, discrepancies, or omissions in the Specifications (with drawings), or be in doubt as to their meaning, they shall notify the Engineer at once in writing, and the Engineer will send a written Addendum on interpretation to all on record as having drawings and specifications if such changes are warranted. The Engineer will not be responsible for any oral interpretations of the Specifications (with drawings).

**15 FAMILIARITY WITH LAWS:**

The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations and permit requirements that may in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve the Bidder from responsibility. All work shall comply with all Federal, State, County, FDOT requirements and Town of Indian Shores ordinances.

**16 PREPARATION AND SUBMISSION OF BIDS:**

- A. Each Bidder shall, on the supplied Bid Form, indicate the bid prices thereon in proper spaces, for the specified work item. Any erasures or other corrections on the Bid Form must be noted with the initials of the Bidder. Proposals containing any conditions, omissions, unexplained erasures, alterations, items not called for, or irregularities of any kind may be rejected by the Owner.
- B. Each bid must give the full business address of the Bidder, and state whether an individual, corporation, or partnership. Bids must be completed and signed by a person with authority to prepare and sign the bid. Bids of partnerships shall show the names of all partners and must be signed in the partnership name by one of the partners. The partnership signature shall be followed by the title of the partner signing, and this designation shall be typed or printed below the signature. All bids must be signed in ink; electronic signatures will not be considered.
- B. The bid form and evidence of ability to provide Performance Bonds, Questionnaire completed for contractor and each sub-contractor, and any other required documents shall be submitted in a sealed envelope. The name of the Licensed Contractor and Contractor's License Number and "James J. Lawrence Monument Project at Tiki Gardens." will be clearly marked on the outside of the sealed envelope containing the bid.

**17 DISQUALIFICATION OF BIDDERS:**

More than one bid from a corporation or partnership under the same or different names will not be considered. Reasonable ground for believing that a Bidder is interested in more than one bid for the same work will cause the rejection of all bids in which such Bidders are believed to be interested.

**18 BASIS FOR BIDDING - TRADE NAMES:**

For clarity of description and as a standard of comparison, certain equipment, materials, etc., have been specified by at least one trade name or manufacturer. To ensure a uniform basis for bidding, the Bidder shall base his proposal on the particular system, equipment or material specified.

**19 BID SECURITY:**

A Bid Bond is not required, however, in the event the contract is awarded to bidder, the bidder will, within twenty (20) days thereafter, execute the "Agreement", furnish satisfactory Performance and Payment Bonds, and commence work not later than ten (10) days after "Notice-to-Proceed." Upon failure to do so, the bond or check will be written to The Town of Indian Shores.

**110 INSURANCE CERTIFICATE:**

All Insurance Certificates covering Comprehensive General-Auto Liability, Workmen's Compensation, Contractor's General Liability Insurance, and Property Insurance shall be submitted to the Owner's representatives at the time of the execution of the Agreement in a form satisfactory to the Town. The Town shall be added as an Additional Insured.

A. Prior to the time the Contractor is entitled to commence any part of the project, work or services under this Contract, the Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the Town of Indian Shores, Florida of (1) certificate of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements, and listing all carriers issuing said policies; and (2) a certified copy of each policy, including all endorsements if required by the Town. Only insurance carriers approved and licensed by the Insurance Department of the State of Florida shall be acceptable to the Town. The insurance requirements shall remain in effect throughout the term of the Agreement; and a currently valid Certificate of Insurance shall be filed and maintained with the Town during the term of this Agreement. The Town reserves the right to request physical evidence of this coverage by requesting the policy declaration page.

Contractor's Insurance Requirements: The contractor and any sub-contractors shall have the same insurance requirements. The Contractor may provide insurance for the sub-contractor. The Contractor (or sub-contractor) shall take out and maintain

during the life of this agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect the Contractor (or sub-contractor) from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by himself or by anyone directly employed by him, and the amounts of such insurance shall be minimum limits as stipulated.

1. Provide Worker's Compensation Insurance in at least the limits as required by law: Employers' Liability Insurance of not less than \$100,000 for each accident.
2. Provide Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000 each occurrence; and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis.
3. Provide Comprehensive Automobile and Truck liability insurance covering owned, hired and non-owned vehicles with minimum limits of \$1,000,000.00 each occurrence, for bodily injury, including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000.00 each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis.

The insurance required in the proceeding paragraphs shall also provide adequate protection against the following special hazards :

Property damage arising out of collapse of, or structural damage to, any of the Owner's property or property owners adjacent to work sites caused by grading, excavating, burrowing, filling, and equipment installation. Property damage below the surface of the ground, including the destruction of wires, conduits, pipe, water mains, sewers, and gas mains by digging or burrowing by any mechanical device.

- B. Subcontractor's Public Liability and Property Damage Insurance: The Contractor shall require and ensure that each of his Subcontractors procures and maintains during the life of this subcontract, insurance of the type specified above, or shall insure the activities of Subcontractors in a policy as specified above.
- C. Hold Harmless Agreement: Contractor assumes the entire responsibility of performance of the work by Contractor's employees and subcontractors under this Agreement.

The Town assumes responsibility for all actions of the Town's employees and staff during the term of this Agreement.

- D. Each insurance policy shall include the following conditions by endorsements to the policy:
  - 1. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given by certified mail to the Town. The Contractor shall also notify the Town in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of these requirements to provide notice.
  - 2. Companies issuing the insurance policy, or policies, shall have no recourse against the Town for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of the Contractor.
- E. The Contractor hereby waives subrogation rights for loss or damage against the Town of Indian Shores, Florida.

#### **1.11 WITHDRAWAL OF BIDS:**

Bids may be withdrawn by written (or facsimile, followed by original signature hard copy) request received from bidders prior to the time fixed for opening. Verbal or E-mail requests to withdraw bids are not acceptable. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

#### **1.12 RECEIPT AND OPENING OF BIDS:**

Bids will be opened in public at the time and place stated on the bid form. The Engineer, whose duty is to open the bids, will decide when the specified time has arrived, and no bids received thereafter will be considered. No responsibility will be attached to the Engineer for the premature opening of a bid or for a bid that is not properly addressed and identified.

The envelope containing the bid documents as required in Section 00100, 1.06, (c) will be submitted to the Town Clerk prior to 2:00 PM. on the date specified on the bid form.

#### **1.13 AWARD OF CONTRACT:**

- A. The contract will be awarded as soon as possible, but no later than thirty (30) days after receipt of bids, to a bidder provided the bid is reasonable and it is in the best interest of the Town to accept it.
- B. The Town reserves the right to waive any informality in bids received when such waiver is in the interest of the Town.
- C. Each bidder shall present evidence of similar construction experience, references, qualifications and ability to carry out the terms of the contract, including a financial statement. Experience and past performance of the Contractor, among other considerations, will be considered by the Town, in addition to the bid price, when selecting the best bid and making the contract award. Also see requirements in Section 02300, 1.04,C.
- D. The successful bidder shall present a copy of the Contractor License that is current and meets "Pinellas County Construction Licensing Board" requirements for this type of construction as part of the agenda packet for the Town Council approval meeting.

**1.14 REJECTION OF BIDS:**

The Town reserves the right to reject any and all bids, in whole or in part, for any reason whatsoever, and to re-let the RFP at the Town's discretion.

**1.15 DISQUALIFICATION OF BIDS:**

Any of the bids will be rejected if there is reason to believe that collusion exists among the Bidders, and no participants in such collusion will be considered in future bids for work. Bids, in which the prices are unbalanced, in the opinion of the Engineer will be rejected.

**1.16 ASSESSMENT AND TAXES:**

The Contractor is to include in his proposal the cost of sales tax on materials as per Florida Statutes; Federal excise taxes; and all other fees, licenses and taxes required. The Town reserves the right to make any direct purchases necessary to utilize the Town's tax exempt status as a government entity. Purchases to be made by the Town shall be coordinated with the Contractor prior to purchase.

**1.17 ALTERNATIVES:**

If the Town wishes to learn the relative or additional construction cost of an alternative method of construction, an alternative use or type of material, or an increase or decrease in scope of the project, these items will be requested from the Contractor who will then prepare the appropriate proposal at no cost to the Town.

**1.18 ADDENDA:**



In case the Engineer finds it expedient to supplement, modify or interpret any portion of the Bidding documents during the bidding period, such procedure will be accomplished by the issuance of written addenda to the Specifications which will be delivered or mailed to all prospective Bidders at the respective addresses furnished for such purposes. Addenda, if any, issued before the submission of bids, are to be indicated as received on the bid form in the space provided, and will become part of the Contract Documents.

**1.19 CONTRACT DOCUMENTS:**

The Town-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Artist's renderings, the Intellectual Property Contract, the Specifications, and all Addenda 's issued prior to execution of the Agreement, all Modifications thereto, and any other items specifically stipulated as included in the Contract Documents.

**1.20 TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

The work to be performed under this contract shall be commenced within ten (10) calendar days after receipt of "Notice -to-Proceed ." Work is to be substantially completed within one- hundred eighty (180) calendar days from issuance of the Notice-to-Proceed . Liquidated damages shall be assessed at \$300.00 per calendar day beginning at 190 days from the Notice- to-Proceed until the project is completed. It is presumed that a delay in completion of the project will cause the Town and associated government entities damages incurred for continued failure of public access, general utilization of property for a public purpose, and lost parking revenues.

**1.21 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:**

Each general contractor shall submit with their bid evidence of bond ability. The cost of the bond is to be included in the bid price. A performance bond and labor and material payment bond shall be obtained in a form approved by the Town and submitted to the Town's representative at the time of execution of the Agreement. These bonds shall be in the amount of one hundred percent (100%) of the contract price and shall insure that the work, incorporated in the Agreement, is immediately completed upon failure of the Contractor or Subcontractors to do so.

**1.22 LISTING OF SUBCONTRACTORS:**

A. In order that the Town may be assured that only qualified and competent Subcontractors will be employed on the project, each bidder shall submit on the bid form a list of Subcontractors who will perform that phase of the contract. The bidder shall have determined, to his complete satisfaction, that a listed Subcontractor(s) has been successfully engaged in the pertinent line of business for a reasonable length of time, has successfully completed installations comparable

to what is required in this contract, and is qualified both technically and financially to perform the pertinent phase of this contract.

- B. No change shall be made in the list of Subcontractors, after the Bid is submitted or after the award of the contract, unless agreed to in writing by the Town.
- C. Contractor shall require all Subcontractor contracts to include the following public records language:
  - a. “That parties acknowledge that the TOWN is a “Public Agency” and Contractors under this agreement are subject to the provisions of § 119.0701, Florida Statutes, and must comply with public records laws, and specifically to (1) keep and maintain public records required by the public agency to perform the contract, (2) upon request from the public agency’s records custodian, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, and (3) ensure that exempt and confidential records are not disclosed except as authorized by law for the duration of the contract term. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE TOWN’S CUSTODIAN OF PUBLIC RECORDS AT FREDDIE LOZANO, 19305 Gulf Blvd., Indian Shores, FL, 33785, flozano@myindianshores.com, (727)595-4020.”

### **1.23 SPECIAL INSTRUCTIONS AND CONDITIONS:**

- A. Work will be performed in a manner to keep pedestrian and vehicular traffic disruptions to a minimum.
- B. Perform the work in such a way as to not block building and park entrances.
- C. Contractor is to repair any damage to grass, landscape areas, sidewalks, irrigation systems, and other property that occurs as the result of the construction work.
- D. The Contractor is to notify the Engineer and Town Representative a minimum of forty- eight (48) hours in advance of the work schedule and changes to this schedule.
- E. The Contractor's employees will at all times carry adequate identification to ensure residents, adjacent property owners, and Town officials that they are permitted to be in the general work area. The Contractor is to propose and obtain approval of the Town relative to acceptable security measures.

### **1.24 "PRE-CONSTRUCTION MEETING " AND "NOTICE-TO-PROCEED"**

When the Agreement has been executed by the Contractor and the Town, a copy shall be forwarded to the Contractor together with notice from the Engineer to commence work. The "Notice-to-Proceed" will include the date for completion. The Contractor shall begin construction operations at the site immediately after the date of such notice. The contract time shall begin at the date of the "Notice-to-Proceed." A Pre-construction meeting shall be held just prior to the issuance of the "Notice-to-Proceed." The Contractor shall have the following to present and discuss at the "Pre-construction Meeting" as a minimum:

1. Introduce project construction superintendent and exchange contact phone numbers.
2. Project Shop Drawing schedule, Work Schedule and "Schedule of Values".
3. Copy of the Contractor's license and Insurance Certificates.
4. Material storage on site, demolition process and safety measures to be taken.
5. Maintenance of Traffic (MOT) certification.
6. Staff restrooms, power requirements, dust and litter control.
7. Work days and hours and anticipated impacts to residents including holidays.
8. Emergency phone numbers for 24-hour emergency and call-backs.
9. Police coordination, contacts, and other requirements.
10. Communication with Town Representative, Engineer, Town Staff, Property owners.
11. FDOT requirements and inspections

## **1.25 PROGRESS AND CONTROL OF THE WORK:**

### **A. Schedules and Progress Reports**

The Contractor must submit a proposed schedule of the work at the pre-construction conference. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, and the approximate number of crews and equipment to be used. The Engineer shall review and approve the schedule after schedule adjustments are made from input of the Engineer and Project Representative. The Contractor shall also forward to the Engineer, **with the monthly pay request**, a summary report of the progress of the various parts of the work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Engineer's review and approval.

### **B. Approval of Subcontractors and Qualification Statements**

The Contractor shall submit a qualification statement with the Bid. That qualification statement shall address not only the qualifications and experience of the prime contractor (including the Superintendent), but shall also include the same information for all sub-contractors. Failure of the Project Superintendent to properly coordinate the work or resolve construction problems will require a replacement Superintendent to be provided by the Contractor as requested by the Engineer. The Contractor agrees that it is fully responsible to the Town for the

acts and omissions of his Subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained in the Contract documents shall create any contractual relation between any subcontractor and the Town.

#### **1.26 PROSECUTION OF WORK:**

The work shall be executed at such time and with such forces of workmen and materials to complete the project as contemplated in the drawings, specifications, contract, and schedules, including such detailed drawings as may be furnished by the Engineer from time to time during the prosecution of the work in explanation of said drawings. If, at any time, the materials and appliances to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase efficiency or to improve the character of his work, and the Contractor shall conform to such an order; but the failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Agreement. The Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work will be in first class and acceptable condition within the Contract time and according to the schedule. If the Contractor desires to carry on work outside the regular hours, he shall submit application to the Town through the Engineer, but the Contractor shall allow ample time to enable satisfactory arrangements (including payment) to be made for inspecting the work in progress.

#### **1.27 WORKMANSHIP, MATERIAL AND WORKMEN:**

Unless otherwise stated in the detailed specifications and drawings, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose, and acceptable to the Engineer. The Engineer shall decide the question of equality where the expression "or approved equal" is used in the specifications following reference to a specific manufacturer or equipment or materials. To the extent required by the specifications or by the Engineer, the Contractor shall furnish the Engineer, for approval, shop drawings including full information concerning the materials or articles or methods of work which he contemplates incorporating in the work. Samples of materials, articles installed or used, or unusual methods of work used without such approval shall be at the risk of subsequent rejection. The Engineer or the Town may require the Contractor to remove from the work such employees as the Engineer or the Town deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment at the work site is deemed to be contrary to the Town's best interest.

#### **1.28 DELAYS AND EXTENSION OF TIME:**

If the Contractor is delayed at any time in the progress of the work by an act of neglect of the Town or the Town's employees, or by any other contractor employed by the Town, or by changes ordered in the work, or by strikes, fire, lockouts, unusual weather, unusual delay

in transportation, unavoidable casualties or by delay authorized by the Engineer, or by any cause which the Engineer shall decide to justify the delay, then the time of completion may be reasonably extended by the Town. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Engineer within seven (7) days of the event or incident causing the delay. This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

## **1.29 RIGHTS AND RESPONSIBILITIES OF THE TOWN DURING CONSTRUCTION:**

### **A. Surveys and Lands for Work**

The Town shall provide the lands upon which the work under this Contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his material, together with right of access to the same if required.

### **B. Use of Completed Portions**

The Town shall have the right to take possession of and use any complete portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work if the work is not yet approved by the Engineer as substantially complete.

### **C. The Town's right to do Work**

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Town, after seven (7) days written notice to the Contractor, may without prejudice to any other remedy he may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due to the Contractor.

### **D. Defective Materials and Work**

All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials, whether in place or not, shall be rejected and condemned and shall be immediately removed from the work, unless otherwise permitted. All work which has been rejected or condemned shall be remedied or, if deemed necessary, shall be removed or replaced in an acceptable manner by the Contractor at his own expense. Should the Contractor fail to remove rejected materials, or fail or refuse to remedy or replace defective work, the Engineer may withhold all payments which are due or will become due, or suspend the work until the Contractor agrees to remedy the defective work and/or rejected materials. The requirement to replace defective materials does not justify an extension of the contract completion date.

#### E. No Waiver of Rights

No inspection, orders, measurements, or certificates made by the Engineer, nor any payment or acceptance in whole or in part, nor extension of time, nor taking of possession by the Town shall operate as a waiver of the conditions of this contract, or of any right to damages herein provided. No waiver of one breach of the contract shall be construed as a waiver of another breach. Should an error be discovered in the partial pay requests, or conclusive proofs of defective work or materials used by the Contractor be discovered after the partial or final payment has been made, the Town reserves the right to claim and remove, by process of law, such sums as may be sufficient to correct the error or make good the defect in the work and materials.

#### F. Suspension of Work

If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, or the Contractor fails to comply with work schedules, the Engineer or Town Building Official may order the Contractor to stop all work or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of Contract time or cost will be allowed for this suspension.

#### G. Termination of the Contract

If the Contractor is adjudged bankrupt or insolvent, or a trustee or receiver is appointed for the Contractor or for any of his property, or he files a petition to take advantage of any debtors act or to reorganize under the bankruptcy or similar laws, or he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment for labor, materials or equipment, fails to proceed with the work in a timely manner, or he disregards laws, ordinances, rules, regulations, or orders of any public body or regulatory agency having jurisdiction, or he disregards the authority of the Engineer, or he otherwise violates any provision of the Contract Documents, then the Town may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the services of the Contractor and may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor and/or the surety will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order. The surety will not delay or otherwise obstruct the Town in providing another contractor, selected by the Town, to complete the project.

Where the Contractor's services have been so terminated by the Town, said termination

shall not affect any rights of the Town against the Contractor and/or the surety then existing or which may thereafter accrue. Any retention or payment of monies by the Town due the Contractor will not release the Contractor and surety from liability. Termination of the Agreement and halting work being performed by the Contractor will have no effect on the Town's ability to pursue any other rights and remedies available under law or equity, nor relieve the Contractor of the continuing obligations under the terms stated herein.

Upon seven (7) days written notice to the Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed ten percent (10%) over documented cost incurred.

### **1.3 RESPONSIBILITIES OF THE CONTRACTOR:**

#### **A. Contractor's Representative**

The Contractor shall keep on the site of the work, at all times during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Engineer. The superintendent shall not be changed except with the consent of the Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. A new superintendent will be provided by Contractor and must be approved by the Engineer before assuming duties on the project. The superintendent shall represent the Contractor on the project site, and all directions given to him shall be as binding as if given to the Contractor. The Contractor shall provide efficient supervision of the work, using his best skill and attention.

#### **B. Contractor's Understanding**

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the buildings, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Town or the Engineer, before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained. If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omission in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or above ground conditions, or any other unexpected conditions requiring additional work by the Contractor, it shall be his duty to immediately inform the Engineer, in writing, and the Engineer shall promptly check the accuracy of the information. Any work done

after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk.

If any part of the Contractor's work depends, for properly executed results, upon the work of any other contractor, the Contractor shall inspect and measure work already in place, and shall at once report to the Engineer any discrepancy between the executed work and the drawings.

C. Quality of Material, Equipment, or Work

When any material or equipment not conforming to the requirements of the specifications and drawings has been delivered to the Project or incorporated in the work of the Project, or whenever any work performed is of inferior quality, then such material, equipment, or work shall be considered to be defective and shall be removed and replaced, or made satisfactory to the Engineer, at no cost to the Town.

D. Permits, Licenses, and Regulations

All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or utilities shall be secured and paid for by the Town. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing and the more costly labor, material or procedure shall be included in the bid or provided/installed. If the Contractor performs any work contrary to such law, ordinances, rules and regulations and does not comply with the aforesaid procedure, he shall bear all cost incidental to such violation. The Contractor shall possess and maintain the proper Contractors License to perform the specified construction.

E. Protection of Work, Persons, and Property

The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect all of the Contractor's, Pinellas County and Town's property from injury or loss arising in connection with the Contract. He shall adequately protect adjacent property as provided by law and the Contract documents. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by Public authority or local conditions. He shall provide reasonable maintenance of traffic (MOT) ways for the Public and preservation of the continuation of activities of the Town taking into full consideration all local conditions. In case of failure on the part of the Contractor to promptly restore damaged property, provide traffic control, remove obstructions to the Town's activities, or make good such damage or injury, the Owner may, after forty-eight (48) hours notice in writing



to the Contractor, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due, or which may become due, the Contractor under this Contract.

F. Scope of the Contractor's Service

Unless otherwise stipulated, the Contractor shall provide and pay for all bonds, permits, insurance, materials, labor, tools, equipment, electrical power, water, transportation, and other facilities necessary for the execution and completion of the work within the time limits specified and to construction standards as specified.

G. Responsibility for the Work

Prior to the completion of the work by the Contractor and the acceptance thereof by the Town, the work shall remain the responsibility of the Contractor, and said Contractor shall be required to repair, replace, renew, and make good at his own expense all damages caused by force, or violence of the elements, provided, however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete said work if approved by the Engineer as reasonable. If the cause of the delay shall be due to the negligence, fault, or omission of the Contractor, the Contractor shall not be entitled to the extension of time mentioned above.

H. Contractor's Right to Terminate Contract

If the work should be stopped for a period of three (3) months, under an order of any court, or public authority, other than by the Town, through no act of fault of the Contractor or of anyone employed by him, then the Contractor may, upon thirty (30) days written notice to the Town, terminate this contract and recover from the Town payment for all work executed and any documented expense sustained up to the point of work stoppage, plus a ten percent (10%) profit.

I. Removal of Equipment

In the case of annulment of this Contract before completion from any cause except as stated above, the Contractor, if notified to do so by the Town, shall promptly remove any or all of his equipment and supplies at the expense of the Contractor.

J. As-Built Drawings

The Contractor shall make corrections to the print drawings in colored ink adequate in detail as approved by the Engineer to reflect changes made to the technical drawings to reflect the actual and approved system as constructed. As-built drawings shall be completed monthly and approved by the engineer

prior to approval for payment to the contractor for work completed.

#### K. Safety

The Contractor shall at all times comply with OSHA and other safety standards as set by the State of Florida, Town of Indian Shores, and industry construction standards for the type of work constructed. The Contractor shall carefully mark work zones, fence or otherwise restrict access to work zones by residents and leave work sites in a secure and safe manner at the end of each work day. Safety of the construction project is totally the responsibility of the Contractor.

### 1.31 WORK BY OTHERS:

The Town reserves the right to let other Contracts in connection with or near this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their work and shall properly connect and otherwise coordinate work under this Agreement with work by other Contractors.

### 1.32 CHANGES:

#### A. Compliance with Specifications and Drawings .

All specifications and drawings and terms of the Contract shall be strictly complied with by the Contractor except as specifically provided for below.

#### B. Changes in the work

The Town, through the Engineer, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.

In giving instructions, the Engineer shall have authority to make minor changes in the work, not involving extra cost and not inconsistent with the purposes of the work; but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer, and no claim for an addition to the Contract sum shall be valid unless so ordered.

The value of any such extra work or change shall be determined in one or more of the following ways: (a) Contract unit prices, (b) by an agreed lump sum price, (c) the actual cost of:

- Labor, including foreman;

- Materials entering permanently into the work;
- The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
- Power and consumable supplies for the operation of power equipment;
- Insurance and Social Security, retirement, and employment contributions
- Ten percent (10%) overhead and profit.

As a result of the preceding requirements, a change order will be prepared in a form to be approved by the Engineer, which form shall not be valid unless bearing the signatures of the Town Administrator, Mayor, and Town Engineer. It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the work or change in the Contract Price, and the amount of the applicable Bonds shall be adjusted accordingly, unless otherwise provided for in the bond. The Contractor will furnish proof of such adjustments to the Town as may be required.

### **1.33 PAYMENT TO THE CONTRACTOR:**

#### **A. Payments to the Contractor**

The first pay request will be submitted for approval after the Town Building Official and Engineer approve of all submitted Shop Drawings and structural design. Final approval of this initial work will result in a payment of 10% of the total contract amount. Thereafter, monthly pay requests will be considered. So long as the work is executed in compliance with the provisions of the Contract, the Contractor will, on or about the last day of the pay period, make an approximate estimate in writing based on the proportionate value of the work done up to the day of the period then ending according to the approved "Schedule of Values". The Engineer will then review said estimate and make necessary revisions so that the estimate can receive his approval. If the Contractor and the Engineer do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Engineer shall be binding. Contractor may also include in the estimate the value of the materials stored on the job site, provided the Contractor submits copies of paid invoices covering such material. The amount of said estimate, after deducting seven percent (7.0 %) retainage, shall be due and payable to the Contractor within twenty (30) days after presentation of the estimate to the Owner through the Engineer. It is understood that payments for material stored does not relieve the Contractor of the responsibility for the care of the materials, and any damage to or loss of said materials is the full responsibility of the Contractor. The seven percent (7.0%) retainage shall be paid to the Contractor after the final pay request and after the final project completion punch-list as prepared by the Engineer including the completed As-built Drawings.

#### **B. Removal and Replacement of Improper Materials and Workmanship**

The Contractor shall promptly remove from the premises all material condemned by the Engineer as failing to conform to the Contract, whether incorporated in the work

or not, and the Contractor shall promptly replace and re-execute the work in accord with the Contract and without expense to the Town and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such condemned work and materials within a reasonable time fixed by written notice, the Town may remove them and may store the materials at the expense of the Contractor with this cost deducted from the project cost.

#### C. Liens

Government owned property is not subject to construction liens. If the Contractor, or any Subcontractor, shall furnish a Notice of Lien to either the Town or Pinellas County, it shall be grounds for immediate termination of the Contract, and all Subcontractor contracts shall so state. If any lien remains unsatisfied or unlawfully recorded after all payments are made, the Contractor or Surety shall refund to the Town all money payments that he later may be compelled to pay in discharging such a lien, including all cost, interest, and a reasonable attorney's fee.

#### D. Final Inspection

When the Contractor has completed work in compliance with the terms of the Contract Documents, he shall notify the Engineer in writing that the project is ready for final inspection. The Engineer will then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Engineer determines the project or portion thereof is ready for final inspection, the Engineer will inspect the work and will prepare a list of corrections by the Contractor. When all such errors have been corrected, a final re-inspection will be made. Engineering fees for further final inspection(s) will be at the cost of the Contractor. The process will be repeated until, in the opinion of the Engineer, the project has been completed in compliance with the terms of the Contract Documents, as can best and reasonably be observed and determined under the conditions governing and restricting said final inspection. The Engineer will then, pursuant to such inspection and re-inspection, certify to the Town as to completion of final inspection. It is understood that the certification covers only those items which can be physically inspected, and the Engineer's certification indicates compliance within the standards of the construction industry as interpreted by the Engineer. The Contractor remains responsible for the system as constructed for warranty irrespective of the final approval of the Engineer.

#### E. Final Acceptance

When the Engineer shall certify to the Town as to completion of the final inspection, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish evidence satisfactory to the Town's

legal advisory that the Contractor has fully paid all debts for labor, materials, and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Town of complete compliance with all terms of the Contract. When the Town has satisfied itself as to compliance with the terms of the Contract and has received certification of final inspection and Affidavit of Completion forms from the Contractor, the Town will then notify the Contractor of final acceptance by the Town.

#### F. Final Payment

When final acceptance has been made by the Town, the Engineer will then review the amount of final request for payment and certify the amount of this final request. The Owner will then make final payment of the Contract amount, plus all approved additions, less approved deductions and previous payments made plus appropriate retainage.

#### G. Termination of Contractor's Responsibility

The Contract will be considered complete when all work has been finished, the final inspection certified by the Engineer, the project finally accepted in writing by the Owner, and final payment paid by the Owner. The Contractor's responsibility shall then terminate, except as otherwise required and set out in these Contract Documents

### **1.34 WARRANTY AND GUARANTEE PROVISIONS:**

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in this Contract shall be, and the same is hereby, guaranteed and warranted by the Contractor for a period of five (5) years from completion of the Contract, as defined herein, to be free from defects due either to faulty materials or equipment furnished, installed, and sign surface finishes, and performed by the Contractor and is warranted and guaranteed by the Contractor to the Town to be such as to meet the required standards and accomplish the purposes and functions of the project as defined, detailed and specified in these Contract Documents. The Town shall give written notice to the Contractor of faulty materials, equipment, or workmanship within a period of five (5) years following completion of the contract if such faulty materials, equipment, surface finishes or workmanship are determined. Any part of the equipment, material or workmanship which does not comply with the warranty and guarantee, as determined by the engineer, shall be promptly replaced, or repaired by the Contractor at his own cost and without cost to the Town as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to and shall not limit any other rights, remedies, or courses of action

which the Town might exercise against the Contractor, and shall not alter nor modify the application of the Statutes of the State of Florida. This Contract is governed by Laws of the State of Florida, and the jurisdiction for resolution of disputes under this contract shall be Pinellas County, Florida.

### **1.35 EXISTING UNDERGROUND UTILITIES:**

The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the Contractor. The Contractor shall contact all utility owners concerned for any additional information and coordinate his construction activities accordingly. Any cost incurred for the protection of and/or damages to existing underground utilities will be considered a part of the applicable Contract price, and no additional compensation will be paid to the Contractor. If in the judgment of the Engineer, it is impossible to construct a given improvement in the location shown on the drawings as a result of underground utility conflicts, either the utility owner will move the existing underground utility, or an appropriate change order will be executed to make appropriate changes to the work.

### **1.36 CLAIMS AND DAMAGES:**

#### **A. Requirements for Notice**

Any requirements of the Contract Documents (or) for notice or direction by the Engineer, shall be a condition precedent to be complied with by the Contractor before any claim for extra compensation can be made.

#### **B. Claims for Extra Cost**

If the Contractor claims that any instructions in writing or by supplemental drawings or otherwise involve extra cost under this Contract, he shall give the Engineer written notice within a reasonable time after the receipt of such instructions, before proceeding to execute the work, except in emergency endangering life or property. A decision by the Engineer will then be made. Any change that involves an increase in the cost or time to complete the work will require a Change Order to be initiated by the Engineer and approved by the Town Council for Change orders exceeding the established contingency allowance.

#### **C. Claims for Damages**

Any claim for damages by the Contractor against the Town arising under this Contract shall be made in writing within seven (7) days of the first observance of such damage, except as expressly stipulated otherwise in the case of faulty work or materials and shall be adjusted by agreement validated by Change Order as may be appropriate. Any claim not reported within seven (7) days of the changed condition shall not be considered valid.

**1.37 INTERPRETATION OF CONTRACT:**

In the event of a conflict in the interpretation of the terms of the Contract, the interpretation of the Town shall prevail.

**1.38 INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor expressly agrees to indemnify, defend, and hold harmless the Town, its officers, directors, agents, and employees (herein called the “indemnitees”) from any claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Section, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of Contractor’s insurance or one million dollars (\$1,000,000.00) per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the proposal documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers’ compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the Work. Nothing contained herein shall constitute a waiver by the Town of its sovereign immunity or the provisions of § 768.28, Fla. Stat. Nothing herein shall be construed as consent by either party to be sued by third parties.

**1.39 ROYALTIES AND PATENTS:**

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished.

**1.40 WORKDAYS:**

All workdays shall be scheduled in accordance with Section 18-1 of the Town of Indian Shores Code of Ordinances adhering to work hours between 8:00 a.m. to 6:00 p.m. Monday through Saturday.

**1.41 SAFETY AND HEALTH REGULATIONS:**

The Contractor shall comply with the 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 (PL 91-54) and updates. The Contractor shall allow representatives of the Town, Engineer, Department of Labor, Water Management District, Pinellas County, FDEP, FDOT, and the Town of Indian Shores full access to the project for inspection.

#### **1.42 SUBSTITUTION OF EQUIPMENT AND/OR MATERIAL:**

After the Execution of the Agreement, substitution of equipment and/or material of makes and/or types other than those named in the Contract at the request of the Contractor will be considered for two (2) reasons only:

1. That the equipment and/or material proposed for substitution is superior in construction and/or efficiency to that named in the Specifications or Technical Drawings.
2. That the equipment and/or material proposed for substitution is equal in construction and/or efficiency to that named in the Contract.

In either case, it will be assumed that the cost to the Contractor and/or material proposed to be submitted is equal to or less than the equipment and/or material named in the Contract and, if the substitution is approved, the Contract price shall be adjusted a corresponding amount.

No request will be considered unless submitted in writing to the Engineer. To receive consideration, requests for substitution must be accompanied by documentary proof of the actual difference in cost to the Contractor by certified copies of equipment and/or materials, company's quotations to the Contractor covering the original equipment and/or material, and also equipment and/or material specifications of quality proposed for substitution or other proof satisfactory to the Engineer. It is the intention that the Town shall receive the full benefit of the saving in cost involved in any substitution.

In all cases, the burden of proof that the equipment and/or material offered for substitution is equal or superior in construction and/or efficiency to that named in the Contract shall rest on the Contractor; and the proof will be submitted to the Engineer for consideration. Requests for substitution of equipment and/or material which the Contractor cannot prove to the satisfaction of the Engineer to be equal or superior in construction and/or efficiency to that named in the Contract will not be approved.

END OF SECTION



SECTION 00300

BID FORM

BID FORM (Sealed Bid)

Town of Indian Shores, Florida

"James J. Lawrence Monument Project  
at Tiki Gardens"

_____	Contractor Corporate Name
_____	Contractors Address
_____	
_____	Phone Number
_____	Email Address

TO: Mr. Freddie Lozano,  
 Town Clerk Town Hall  
 19305 Gulf Blvd.  
 Indian Shores, Florida 33785

BIDSDUE: May 10,2021  
 2:00 P.M.  
 4th Floor  
 Municipal Services Bldg.

Pursuant to the Specifications and drawings and in compliance with all contract document requirements, the undersigned does hereby propose to furnish all labor, materials, machinery, and equipment to perform all work necessary for the execution of "James J. Lawrence Monument Project at Tiki Gardens" work located within Tiki Gardens Park and within the Town of Indian Shores, Florida as required by and in strict accordance with the Specifications (with drawings) and at the lump sum, each, and unit prices stated in this Bid.

List of Subcontractors Proposed

Percent of total Bid

_____	
_____	
_____	

# Base Bid Proposal

## JAMES J. LAWRENCE MONUMENT PROJECT AT TIKI GARDENS (SUBMITTAL)

Item	Qty.	UOM	Description	Unit Price (in	Extended Price (in
1	1	LS	Design/Fabrication Statue and Base	\$	\$
2	1	LS	Design/Fabrication - Arch	\$	\$
3	1	LS	Foundation/Install – Statue and Base	\$	\$
4	1	LS	Foundation/Install - Arch	\$	\$
5	1	LS	Design/Install - Kiosk	\$	\$
6	1	LS	Site/Plaza/Landscape Design/Install	\$	\$
7	1	LS	Electrical/Lighting/Host Features	\$	\$

- A. Total Base Bid: \$ \_\_\_\_\_
- B. Contingency of Ten (10) percent: \$ \_\_\_\_\_
- C. Total Base bid, including Contingency (A + B) \$ \_\_\_\_\_

TOTAL COMPUTED BASE BID FOR PROJECT IN WORDS

---



---

Please state below any exceptions to the bid requirements:

---



---



---

The undersigned Bidder hereby agrees:

- A. To commence work under a contract on or before a date to be specified in the “Notice to Proceed” and to substantially complete the project within one hundred eighty (180) consecutive calendar days thereafter and to be fully complete within thirty (30) consecutive calendar days following substantial completion.
- B. The Contractor agrees to furnish all Certificates of General Liability, Auto and Equipment insurance, Workers Comp. Insurance and other specified requirements at the pre-construction conference if awarded the contract and certifies that all of the specifications and plans that pertain to this project have been read.
- C. Designate the site superintendent to be \_\_\_\_\_. The owner reserves the right to maintain or reject the site superintendent at any time with no additional cost to the work. The years of construction experience by this superintendent in performing similar work is \_\_\_\_ years.
- D. Along with this Bid Form, submit a “Qualifications Statement” showing experience of the licensed contractor and all sub-contractors doing work similar to the work described in these Specifications. See Section 00100-1.13,C. and Section 02300,1.04, C.**

Work shall not proceed until after the pre-construction meeting and a written “Notice-to-Proceed” is issued by the Engineer. This bid is considered to be firm for a period of 60 days.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Name of Corporation

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

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

SECTION 00800

AGREEMENT

AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Town of Indian Shores, Florida, a Florida municipal corporation,, hereinafter called the Town, and \_\_\_\_\_ hereinafter called the Contractor.

WITNESSETH, that the Town and the Contractor for the consideration hereinafter named agree as follows:

1. CONTRACT - The Contract shall consist of the Advertisement, Invitation to Bid, Bidding and Contract Requirements, General Requirements including this Agreement, Bid Form and Bid, The Bidding and Contract Requirements, General Requirements, Site Improvements, Landscape and Irrigation, Electrical, and Plans and Technical Drawings, Artist Renderings, Intellectual Property Contract, Addenda and other requirements of the contract documents.
2. SCOPE OF WORK - The Contractor agrees to furnish all labor, machinery, and materials and to complete the "James J. Lawrence Monument Project at Tiki Gardens" in accordance with all portions of the Contract Documents.
3. TIME OF COMPLETION - The Contractor agrees to commence the work to be done under the Contract on the date to be specified in the "Notice-to-Proceed" and to fully complete all work hereunder within (190) consecutive calendar days from and after said date.
4. THE CONTRACT SUM - The Town agrees to pay the Contractor for the faithful performance under this Contract, subject to additions and deductions provided in the Contract Documents, in current funds the sum of \$ \_\_\_\_\_ based on prices in the Bid Form for all work associated with the Project.

IN WITNESS WHEREOF the parties hereto have executed the Contract in three counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Agreement.

**TOWN OF INDIAN SHORES. FLORIDA**

**CONTRACTOR: \_**

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

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

Mayor

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

COUNTERSIGNED:

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

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

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

Town Administrator

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

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

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Freddie Lozano, Town Clerk

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

# DIVISION 1

## GENERAL REQUIREMENTS

SECTION 01010

DESCRIPTION OF CONTRACT DOCUMENTS

**1.01 DESCRIPTION:**

The Contractor shall supply all labor, materials, plant facilities and skills necessary to complete construction of the following project:

*"James J. Lawrence Monument Project at Tiki Gardens"*

The project shall include but not be limited to construction and related work as shown and described in the Specifications (with drawings), as herein enumerated:

SPECIFICATIONS :

DIVISION 0	BIDDING AND CONTRACT REQUIREMENTS
DIVISION 1	GENERAL REQUIREMENTS
DIVISION 2	SITE IMPROVEMENTS
DIVISION 3	LANDSCAPE AND IRRIGATION
DIVISION 4	ELECTRICAL
DIVISION 5	PLANS AND TECHNICAL DRAWINGS

END OF SECTION

## SECTION 01027

### CHANGES IN THE WORK

#### 1.1 GENERAL:

- A. The Town reserves the right to make changes in the work within the general scope of the Contract.
- B. No changes in the work will be allowed unless authorized by the Engineer, Town Administrator, and Mayor. The changes must be accompanied by a written Change Order. No verbal changes will be allowed.

#### 1.2 ENGINEER'S SUPPLEMENTAL INSTRUCTIONS:

The Engineer may issue written Engineer's Field Instructions which interpret the Contract Documents, or which order minor changes in the work, without change in the contract sum or Contract time. The Contractor shall carry out such instructions as directed.

#### 1.3 CHANGE ORDERS:

- A. A Change Order is a written order to the Contractor signed by the Engineer, Town Administrator and the Mayor, issued after the execution of the Agreement and to be acknowledged by the Contractor, authorizing a change in the work.
- B. The cost or credit to the Town resulting from a change in the work shall be determined as follows:

A complete itemized cost breakdown shall be submitted in response to a Proposal Request from the Engineer. This price breakdown shall include a complete breakdown of all labor and materials required to add or deduct to perform the change, a breakdown of the Contractor's overhead and profit, and a breakdown of the Subcontractor's overhead and profit, if applicable, in accordance with the provisions stipulated in the specifications.

- C. Provisions for establishing the Contractor's profit for change orders are hereby set forth allowing for any change to the contract sum and thereby increasing or decreasing the work of the Construction Contract:
  - 1. Work being accomplished by the Contractor's own forces, those not included within the submittal of Subcontractors and material suppliers, the Contractor may add a maximum of ten percent (10%) to his actual cost for profit.
  - 2. Work accomplished by Subcontractors, the respective Subcontractor may add a maximum of ten percent (10%) to actual cost for profit. General Contractor may add five percent (5%) above the Subcontractor's price for his combined

- overhead and profit for subcontracted work.
3. The General Contractor may add one percent (1%) to the total price to allow for bond cost if a bond is required. No bond cost will be allowed Subcontractors. Changes in the Contract sum shall be immediately reflected in the amount of the Performance Bond (if required by the Engineer), and the Contractor shall provide a copy of verification from his surety regarding such changes to the Town as may be required.
- D. Unless otherwise provided in the Contract Documents, the price as referred to above shall be limited to the following: Cost of materials, including sales tax and cost of delivery ; cost of labor, including payroll taxes and insurance, fringe benefits, bond premiums, rental value of equipment and machinery; and the additional costs of supervision and field personnel directly attributable to the change.
- E. If it is deemed to be in the best interest of both Town and Contractor to perform any changes in the work on a cost reimbursable basis (cost plus) a Change Order to the Contractor signed by the Town for this type of work will be issued.

END OF SECTION



## SECTION 01200

### PROJECT MEETINGS

#### PART I - GENERAL

##### 1.1 PRECONSTRUCTION CONFERENCE:

Before beginning work at the site, the General Contractor shall call a Pre-construction Conference with the Superintendent employed for this Project, representatives of the major trades, subcontractors, Town officials, and the Engineer. At this time, all parties concerned will discuss the Project under Contract and prepare a program of procedure in keeping with requirements of the drawings and specifications. The Superintendent shall henceforth make every effort to expeditiously coordinate all phases of the work, including the required reporting procedure to obtain the end result within the full purpose and intent of plans and specifications for the Project. (See Section 00100, 1.24 for additional requirements)

The Contractor will have the following to present for discussion at this meeting:

1. Introduce project construction superintendent and exchange contact phone numbers.
2. Project Shop Drawing schedule, Work Schedule and "Schedule of Values".
3. Copy of the Contractor's license and Insurance Certificates.
4. Materials storage on site, demolition process and safety measures to be taken.
5. Maintenance of Traffic (MOT) certification.
6. Staff restrooms, power requirements, dust and litter control.
7. Work days and hours and anticipated impacts to residents including holidays.
8. Emergency phone numbers for 24-hour emergency and call-backs.
9. Police coordination, contacts, and other requirements.
10. Communication with Town Representative, Engineer, Town Staff, Property owners.
11. FDOT requirements and inspections

END OF SECTION

## SECTION 01300

### SUBMITTALS

#### PART 1 - GENERAL

##### 1.1 -DESCRIPTION:

- A. Where required by accompanying documents or at the request of the Engineer, the Contractor shall provide samples of material and shop drawings for review by the Engineer and Town. Under no circumstances shall any material be purchased or installed prior to the receipt of the Engineer's review and approval.

##### 1.2 -SHOP DRAWINGS AND SAMPLES:

- A. Shop drawings and sample submittals shall be identified by the Project name and location, supplier's name, and date. A letter of transmittal from the Contractor, in duplicate, shall be submitted with three (3) sets of shop drawings. The Shop Drawings will be for the Building Official, Engineer, and Contractor. The transmittal form from the Contractor will contain appropriate response marks and room for comments by the Building Official and the Engineer. Upon review by the Building Official and the Engineer, one copy with appropriate marks will be returned to the Contractor.
- B. The Engineer and Building Official will not receive and review shop drawings or samples until the Contractor has thoroughly checked and reviewed them and affixed the Contractor Superintendent's approval/signature thereon.
- C. First submittals and resubmittals:
  - 1. The Contractor shall submit three (3) identical sets of wind and foundation design calculations, samples of materials, or other documents when required, to the Engineer along with the proper transmittal forms with space for comments by the Building Official and Engineer.
  - 2. After Engineer's and Building Official's review, one copy of the shop drawing will be returned to the Contractor carrying the Engineer's and Building Official's signatures, with action indicated in the appropriate spaces on the transmittal form.
  - 3. The Contractor shall submit all samples and shop drawings two weeks prior to his need for their return. The Engineer and Building Official will review and return the shop drawing during the two (2) week review period.

END OF SECTION

## SECTION 01500

### CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

#### PART 1 - GENERAL

##### **1.1 DESCRIPTION:**

The installation and use of temporary facilities by the General Contractor for the general construction progress of the Project are defined as follows:

##### **1.2 WATER:**

The Contractor will furnish water for construction of the Project. The Contractor shall also provide a safe sanitary means of furnishing drinking water to all personnel working on the Project. The contractor shall also provide adequate water and water trucks for dust control and landscape watering throughout the project.

##### **1.3 ELECTRIC POWER AND SERVICE:**

- A. The Contractor shall provide temporary electrical service from the existing source of supply and make temporary wiring and outlets of sufficient size and capacity as required for power tools and portable temporary lighting as may be required. If power service has not been installed for the new sign service, the contractor shall supply portable generated power supplies adequate for tools and portable temporary lighting as may be required.
- B. All wiring, switches, breakers, etc., shall meet the requirements of the National Electric Code and OSHA.
- C. A minimum light level of thirty (30) foot candles shall be maintained in all areas in which construction work is being performed.
- D. It shall be the responsibility of the General Contractor and his Subcontractors to have the electrical system in a state of completion sufficient for connection to permanent electrical service by the time the electricity is required for performing the testing of the new lighting system and irrigation timer system that will be required.

##### **1.4 TELEPHONE SERVICE:**

The Contractor shall provide and maintain cell phone service for the legitimate use of those connected with the work, throughout the duration of the project.

## **1.5 TOILET FACILITIES:**

The Contractor shall insure a sanitary condition at all times at the work site. The contractor and any subcontractor shall utilize toilet facilities approved by the Town for use by all workmen on the Project.

## **1.6 TEMPORARY EQUIPMENT AND TRAFFIC CONTROL:**

The Contractor shall furnish and maintain equipment such as temporary stairs, ladders, ramps, runways, scaffolding, derricks, and chutes as required for proper execution of the work by all trades. When necessary, ladders or other access shall be provided to safely enable access to all parts of work by the Engineer, Town staff or any other person authorized to inspect the work. Construction of such apparatus and equipment shall be in compliance with the Town and County ordinances, OSHA and State laws. Provide adequate Maintenance of Traffic (MOT) control as required per FDOT standards.

## **1.7 PROTECTION OF PROJECT AND PUBLIC ACCESS:**

- A. The Contractor shall provide and maintain safe, convenient and adequately lighted temporary access for the public to enter and exit the existing parking areas and buildings during the construction project. The Contractor shall be responsible for the coordination of his work so as to minimize the inconvenience and delay of movement of pedestrian and vehicle traffic in these areas.
- B. The Contractor shall erect and maintain such barricades, fences with lights, and other safety protective measures at all excavations, mounds of earth or other obstructions for the protection of the public and to protect all work as required by applicable safety codes. The Contractor shall be held liable for any injury to the public or damage to the project for lack of adequate protection.
- C. The Contractor and the Subcontractors are charged with the protection of the work and the property, but the final responsibility for these provisions rests with the Contractor who shall take complete charge of safety of the work and property from start to finish of the work. The Contractor shall provide proper closures, fencing and other security measures as required during non-working hours.

## **1.8 TREE, PLANT, AND GRASS PROTECTION:**

The Contractor shall provide and maintain protection of all existing trees, plants and grass that will be retained on the site. Protection shall be fence work or posts installed with tape. Any tree, grass, or plant that may be damaged or destroyed because of negligence or inadequate protection by the Contractor shall be replaced by the Contractor at no cost to the Owner. Damage to grass shall be replaced with sod of like kind at the end of the project.

## **1.9 REMOVAL OF SERVICES:**

At the completion of the work, all temporary facilities shall be removed and premises restored to equal or better condition than at the beginning of the project as approved by the Engineer.

## **1.10 LITTER CONTROL**

All litter will be removed from the site on a daily basis at the end of the work day, and the job site shall remain free from construction rubbish in accordance with Sections 34-114 and 62-3 of the Town of Indian Shores Code of Ordinances. Time taken to remove litter by the Town staff or Engineer shall be deducted from the contract price based on established normal and overtime labor rates of the Town staff and Engineer.

END OF SECTION

## SECTION 01700

### CONTRACT CLOSEOUT

#### 1.01 SUBSTANTIAL COMPLETION:

- A When Contractor considers work is substantially complete, Contractor shall submit to Engineer :
1. Written notice that work, or a designated portion is substantially complete.
  2. List of items to be completed or corrected.
- B. Within reasonable time after receipt of such notice, Engineer will make inspection to determine status of completion.
- C. Should Engineer determine work is not substantially complete:
1. Engineer will promptly notify Contractor, in writing, giving reasons.
  2. Contractor shall remedy deficiencies in work, and send second written notice of substantial completion to Engineer.
  3. Engineer will re-inspect work.
- D. When Engineer concurs that work is substantially complete, Engineer will :
- Prepare a "Certificate of Substantial Completion" accompanied by Contractor's list of items to be completed or corrected, as verified and amended by Engineer.

#### 1.02 FINAL INSPECTION:

- A. When Contractor considers work is complete, Contractor shall submit written certification that:
1. Contract Documents have been reviewed.
  2. Work has been inspected for compliance with Contract Documents .
  3. Work has been completed in accordance with Contract Documents.
  4. Equipment and systems have been tested in presence of the Engineer and are operational.
  5. Work is completed and ready for final inspection.
- B. Engineer will make inspection to verify status of completion with reasonable promptness after receipt of such certification.
- C. Should Engineer consider that work is incomplete or defective:
1. Engineer will promptly notify Contractor in writing, listing incomplete or defective work.

2. Contractor shall take immediate steps to remedy stated deficiencies, and send second written certification to Engineer that work is complete.
  3. Engineer will re-inspect work.
- D. When Engineer finds that work is acceptable under the Contract Documents, Engineer shall request Contractor to make closeout submittals.

### **1.03 REINSPECTION FEES:**

- A. Should Engineer perform re-inspections in addition to those described above due to failure of work to comply with claims of status of completion made by Contractor:
1. Contractor will compensate Engineer for such additional services.
  2. Engineer retains the right to withhold approval of final payment until such compensation is received.

### **1.04 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER:**

- A. Evidence of compliance with requirements of governing authorities:
1. Certificate of Occupancy (not required).
  2. Certificate Inspection : By the Town of Indian Shores Building Official
- B. Final Documents - At the time of execution of Certificate of Substantial Completion, the Contractor shall submit to the Engineer the following:
1. All affidavits and notarized certificates regarding waivers of lien.
  2. Provide the Town with the notarized written letter warranty for the project construction and finishes as required by the construction documents.
  3. Copy of all approved shop drawings or installation diagrams and three (3) copies of all brochures, manuals, etc., of all equipment for the Project.
  4. As-built drawings of the completed project. Contractor shall provide one (1) copy of drawings in "black line" print set on which the Contractor shall have recorded, in colored pencils or ink, all changes to the original plans. In addition, the contractor shall provide electronic CAD (AutoCAD) files of the as-built drawings. Included shall be the location by dimension including all buried electrical construction.
- C. These items shall be packaged in a suitable file box, as approved by the Engineer, and shall be properly indexed. Individual submission of these items will not be accepted.

### **1.05 INSTRUCTIONS TO PERSONNEL:**

- A. Contractor shall provide free instruction in the proper use of installed lighting, and irrigation systems to designated Town staff.
- B. Instruction of the Town 's Maintenance Supervisor in the proper methods of

cleaning and maintaining all of the finished surfaces and the proper methods of replacement of the consumable items such as spot cleaning and sealing, etc. shall be a part of this work.

**1.06 GUARANTEE, TESTING AND MAINTENANCE:**

- A. The Contractor guarantees that all materials used and workmanship performed in connection with this Contract, shall be free from defects for a period of five (5) years for all work from the date of execution of "Certificate of Substantial Completion".
- B. The Contractor shall start up, test, adjust, balance and otherwise place in a satisfactory working condition, all items of mechanical systems and shall fully instruct representatives of the Owner in the care and operation of such systems.
- C. Contractor shall submit to the Engineer, along with final requisition for payment, three (3) copies of manual(s), assembled and bound, for the Owner's guidance, full details for care and maintenance of Statue, Base, Arch, Hardscape, Landscape and Kiosk shall be provided. Formal training for the conservation of the work and graphics shall also be provided.
- D. During the 5-year warranty period, if the Contractor is unable or unwilling to respond immediately to make emergency repairs, under conditions which the Town may determine to be an emergency situation, the Town reserves the right, and the Contractor recognizes such right, to make such emergency repairs and then to bill the Contractor for a fair and reasonable amount in reimbursement for such repairs. Failure of the Contractor to make repairs, or fail to reimburse the Town for repairs made by the Town, will result in legal recourse as may be approved by the Town.

END OF SECTION



# TECHNICAL SPECIFICATIONS AND PLANS

## DIVISION 2

### Site Improvements

# TECHNICAL SPECIFICATIONS AND PLANS

## DIVISION 3

### LANDSCAPE AND IRRIGATION

# TECHNICAL SPECIFICATIONS AND PLANS

## DIVISION 4

## ELECTRICAL

All Electrical Specifications are shown on the Electrical  
Drawings in Division 5

# TECHNICAL SPECIFICATIONS AND PLANS

## DIVISION 5

### PLANS AND TECHNICAL DRAWINGS

Plaza Site and Landscape Plan

Electrical and Lighting

Monument Arch, Statue, Base and Kiosk