

THE CITY OF DAYTONA BEACH
EARNHARDT MEMORIAL PEDESTRIAN BRIDGE REPAIR
INVITATION TO BID No. 0317-2080
PROJECT SPECIFIC CONSTRUCTION SERVICES



THE CITY OF DAYTONA BEACH
PUBLIC WORKS – TECHNICAL SERVICES
P.O. BOX 2451
DAYTONA BEACH, FLA. 32115

ISSUE DATE: July 3, 2017

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INVITATION TO BID – PROJECT SPECIFIC CONSTRUCTION SERVICES

The City of Daytona Beach will receive bids for the “EARNHARDT MEMORIAL PEDESTRIAN BRIDGE REPAIR”, Invitation to Bid No. 0317-2080, at the City of Daytona Beach Purchasing Division, City Hall Room 146, 301 S. Ridgewood Ave., Daytona Beach, Florida 32114, until 2:00 p.m., on July 27, 2017, at which time bids will be opened publicly and read aloud. Bids received after said time will be returned unopened.

Sealed bids must be addressed to:

Joanne Flick, Purchasing Agent
The City of Daytona Beach Purchasing Division
301 S. Ridgewood Ave., Room 146
Daytona Beach, Fl., 32114

with “Sealed Bid for EARNHARDT MEMORIAL PEDESTRIAN BRIDGE REPAIR , ITB No. 0317-2080” plainly written on the outside of the envelope.

The work generally consists of lighting upgrades and provide Maintenance of Traffic (MOT) Plan.

Bid Documents may be obtained as pdf files on-line at <http://purchasing.codb.us>. There is no charge for downloading Bid Documents. The Bid Documents and all other Contract Documents, including Drawings and Technical Specifications if applicable, are also on file at the Daytona Beach Purchasing Division, 301 S. Ridgewood Avenue, Room 146, Daytona Beach, Florida, 32114. A complete set of these Documents may be obtained upon payment of \$75, NON-REFUNDABLE. Checks must be made payable to the City of Daytona Beach, Florida. All inquiries and checks pertaining to this project which are mailed should be directed to Post Office Box 2451, Daytona Beach, Florida 32115-2451.

Each bid must be accompanied by **Bid Security** in an amount not less than 10% of the total bid.

A NON-MANDATORY PRE-PROPOSAL CONFERENCE will be held at the Daytona Beach Public Works Conference Room, 950 Bellevue Avenue, Daytona Beach, Florida 32114, on July 20, 2017 at 9:00 AM. Interested contractors are *urged* to attend.

The successful contractor will be required to furnish separate 100% Performance and Payment Bonds unless the contract price is less than \$100,000.00.

The City reserves the right to reject any and all bids, or any portion of any bid, or to waive any informalities in the bidding.

Bids may be held by the City for a period not to exceed 60 days from the date of opening of bids for the purpose of reviewing the bid and investigating the qualifications of bidders prior to awarding the contract.

By: KIRK ZIMMERMAN, CPPB, BUYER
CITY OF DAYTONA BEACH
Issue Date: July 3, 2017

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INSTRUCTIONS TO BIDDERS – PROJECT SPECIFIC CONSTRUCTION SERVICES

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID SOLICITATIONS FOR PROJECT SPECIFIC CONSTRUCTION SERVICES ISSUED BY THE CITY OF DAYTONA BEACH. THE CITY MAY DELETE, SUPERSEDE, OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR SOLICITATION BY USE OF SPECIAL INSTRUCTION SHEETS.

1. BID DOCUMENTS. The Bid Documents consist of the Invitation to Bid; these Instructions; Special Instructions, if any; the Bid Proposal Letter, the Bid Schedule and all other Forms to be completed, signed, and submitted by the Bidder; and all additional documents required to be completed and submitted by the Bidder as part of the Bid.

In making copies of Bid Documents available, the City does so only for the purpose of obtaining Bids and does not confer a license or grant to use the Bid Documents for any other purpose.

2. COMPLETING THE BID. In order for the Bid to be considered complete:

A. The Bid Proposal Letter, the Bid Schedule, and all other required Forms must be completed. All blank spaces must be filled with dark ink or via typing. All corrections and erasures must be initialed by the party submitting the Bid on behalf of the Bidder.

B. All information/documentation that is required to be submitted by this solicitation must be provided in the manner indicated.

C. The Bidder is requested to submit only the Bid Proposal Letter and other Forms, documents, and information specifically required. Any extraneous documents or information submitted by the Bidder will be discarded. The Bidder be asked to sign a written contract only if the City awards a contract to Bidder.

D. Unless Special Instructions are included in this solicitation specifically allowing for partial or lot-by-lot bids where the Bid Schedule only calls for unit prices, the Bidder must provide quotes for all unit prices and extended unit prices (if any) as set forth in the Bid Schedule. If this solicitation allows for partial or lot-by-lot bids, the Bidder must comply with the Special Instructions in completing filling out the unit prices and extended unit prices set forth in the Bid Schedule.

E. The Bid Price (including unit prices and extended prices if applicable), must be stated in numerals.

F. If this solicitation requires unit prices and there is a conflict between the unit prices and the extended totals, the unit price will take precedence. Likewise, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

G. The Bidder must not submit alternative bids unless this solicitation specifically authorizes alternate bids. If this solicitation specifically allows the submission of alternate bids, the Bidder must submit the standard and the alternative bid in order to be considered responsive.

H. The Bid may not contain qualifications or exceptions of any kinds.

I. All other submittal requirements stated herein must be met.

3. SIGNING THE BID. The Bid Proposal Letter, the Bid Schedule and all other Forms and documents requiring Bidder's signature must contain the original signature of an individual authorized to bind the Bidder. The signature must be located in the space(s) marked for the Bidder's signature. In addition, the person signing the Bid must also sign all of the other Forms to be submitted.

Electronic signatures will not be accepted.

4. REQUESTS FOR INTERPRETATIONS. If the Bidder is in doubt as to the meaning of any of the Bid Documents or other Contract Documents included in this solicitation, the Bidder may submit a written request to the City for an interpretation, care of the Purchasing Agent at the address set forth in the Invitation for delivery of the completed bid. Such requests must be received 10 days prior to bid opening in order to be considered. The City is not obligated to respond to such requests. Any clarification or interpretation issued by the City in the form of a written addendum will be deemed to be a part of the Bid Documents.

No oral clarification or interpretation will be binding.

5. ADDENDA TO BID DOCUMENTS. Prior to bid opening, the City may on the City's own initiative or in response to a request for clarification, furnish addenda for additions or alterations to these Instructions, the Bid Documents, and to any or any Drawings, Specifications, or other Contract Documents previously supplied by the City. In addition, the City may by addenda extend the date scheduled for Bid Opening.

The Purchasing Agent will make reasonable efforts to notify all potential bidders of the issuance of an Addendum. The Purchasing Agent will also post Addenda on the Purchasing Division's web page, <http://purchasing.codb.us>.

However, the Bidder is solely responsible for ensuring that the Bid submitted reflects all such Addenda.

6. BID SECURITY. The Bidder must submit Bid Security equal to 10% of the Bid. The Bid Security will be in the form of a bid bond; or any of the following alternate forms: cashier's check, certified check, money order, notes at par value, U.S. Currency, or U.S. Government Bond. Any Bid Security provided must be in original form; copies are unacceptable. The City has the right to retain the bid security as liquidated damages should the Successful Bidder fail to comply with the terms of the bid. The City will return the bid security to unsuccessful Bidders after the contract award.

Any bid bond provided must be in a form approved or provided by the City, and must be accompanied by sufficient evidence of the issuing agent's authority. The surety company executing the bond must be authorized to do business in the State of Florida. If the bid bond is in an amount greater than \$5,000.00 the surety company executing the bond is listed by the United States Treasury Department as being approved for writing bonds for federal projects on its current list in an amount not less than the required bond amount.

7. BID ENVELOPE. The Bid, including the Bid Proposal Letter, all other required Bid documents, and required bid security, must be returned in an opaque, sealed envelope. The envelope must display the name and address of the Bidder, the bid number and name of the bid/contract as set forth on the Invitation to Bid, and the date and time scheduled for bid opening. The envelope must be addressed to:

Purchasing Agent
City of Daytona Beach
Room 146
301 S. Ridgewood Avenue
Daytona Beach, FL 32114

8. SUBMISSION OF BID. The Bidder must submit the Bid by mail or hand delivery at or prior to the time fixed for bid opening in the Invitation for Bids. A bid submitted after the time fixed for bid opening will not be accepted. The Bid must be delivered to the Purchasing Agent at the address above. A bid submitted to any other location will not be considered. Telephonic, electronic, and faxed bids will not be considered.

9. AMENDMENT AND WITHDRAWAL OF BID. The Bidder may amend or withdraw the Bid at any time prior to bid opening, but only with prior written notice to the Purchasing Agent, submitted in the same manner as the Bid. The notice must be signed by a properly authorized agent of the Bidder.

Mere negligence on the part of the Bidder in preparing the Bid does not constitute a right to withdraw the Bid subsequent to bid opening.

Amendments may be made only through the submission of a complete Bid along with a written statement, signed by the same person who signed the Bid, that the submission is intended to fully replace the Bidder's earlier submission. The City is not required to honor an amendment that fails to comply with this Paragraph 9.

10. DISQUALIFICATION OF BIDDERS.

A. Only One Bid Permitted: The Bidder may submit only one Bid. If the Bidder submits more than one bid for the work involved, all bid proposals submitted from the Bidder will be rejected.

B. Collusion: If the City determines that collusion exists among bidders, the City will reject the bids of all participants in the collusion.

C. Scrutinized Companies List: If the Bidder is found to have submitted a false certification as provided by F.S. Section 238.175(5), or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City will have the option to immediately terminate this Contract.

11. BID OPENING. Bid opening will be scheduled at the location and on the date and time specified by the Invitation for Bid, or by any applicable Bid Addenda that the City may issue. At bid opening, the City will open and record the Bid so long as it is proper and has been timely submitted. In recording the Bid the City will state the name of the Bidder and the Bid Price.

The Bidder is solely responsibility to ensure that the Bid is time and date stamped by the Purchasing Agent prior to bid opening. Late bids will be rejected and returned unopened.

The Bidder may be present at bid opening but is not required to be present.

12. BID AS OFFER; FIRM PRICING; NO GUARANTEES AS TO QUANTITIES ORDERED. In submitting the Bid, the Bidder certifies that the Bidder is making a firm offer that will remain open for 60 days following Bid Opening unless properly and timely withdrawn by the Bidder prior to Bid Opening in conformance with these Instructions unless the City, in the City's sole discretion, rejects the Bid after Bid Opening. Extensions of time beyond the 60 day-period will only be by agreement of the City, the Successful Bidder, and the surety for the Successful Bidder.

In addition, if this solicitation requests submission of unit prices: (i) all unit prices will be deemed to be held firm for the duration of the Contract, including any extension thereof, unless specifically authorized by the Contract Documents; and (ii) quantities stated are an estimate only and no guarantee is given or implied as to quantities that will actually be required during the contract period.

13. FEDERAL TAXES. The bid price will be exclusive of all federal taxes. If the Bidder believes that certain other taxes are properly payable by the City, the Bidder may list such taxes separately in each case directly below the respective item bid price. Tax exemption certificates will be furnished upon request.

14. BID PRICE INCLUSIVE OF COSTS. The Bid Price is inclusive of all of the Bidder's direct and indirect costs of performing the Work.

15. BIDS AND PUBLIC RECORDS. Sealed bids received by the City pursuant to this solicitation will be temporarily exempt from disclosure in accordance with Florida's Public Records Laws. Thereafter, bids will be open for inspection by any person pursuant to Public Records Law.

If the Bidder believes that the Bid or any portion thereof is permanently exempt from disclosure under the public records laws, the Bidder must state the grounds for this position in CAPITAL LETTERS on a cover sheet accompanying the sealed bid. The Bidder will be contacted prior to the opening of the Bid and a determination will be made as to whether or not it is exempt prior to opening. If a determination is made that it is not exempt from disclosure, the Bidder may in writing request the return of the sealed bid.

16. BID OPENING RESULTS. The Bidder may secure information pertaining to bid opening results on the Purchasing Division webpage under the "Closed Solicitations" link, by visiting the Purchasing Division Office Monday through Friday between 8:00 am and 3:00 pm, or by emailing a request to purchasing@codb.us. Copies of bid tabulation sheets will be furnished upon request and receipt of a valid email address or self-addressed stamped envelope.

17. BIDDER CAPABILITY/REFERENCES. Prior to contract award, the City may require Bidder to show that Bidder has the necessary facilities, equipment, ability, and financial resources to perform the work specified in a satisfactory manner and within the time specified.

In addition, the City may require Bidder to demonstrate that Bidder has experience in work of the same or similar nature as the work required herein, and to provide references satisfactory to the City.

18. REVIEW; BASIS OF AWARD. Bids will be reviewed in accordance with the procedures set forth in these Instructions to Bidders and the applicable provisions of the Purchasing Code, Chapter 30 of the Daytona Beach Code of Ordinances. Any contract awarded pursuant to this solicitation will be made on the basis of the criteria for award of bids provided in the Purchasing Code.

A link to the Code of Ordinances is available on the City's web site, www.codb.us.

19. LOCAL PREFERENCE. The Purchasing Code, Chapter 30, Code of the City of Daytona Beach provides for a preference to local vendors whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

As used in City Code, the term, "local vendor" means a person or business entity which has maintained a permanent place of business with full-time employees within the city limits of the City of Daytona Beach for a minimum of six months prior to the date bids or proposals were received for the purchase or contract at issue, which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with state and local laws, including City zoning and licensing ordinances.

Pursuant to City Code, if the lowest responsive bid is submitted by a non-local vendor, and a bid submitted by a local vendor is within 10% of the lowest bid, then these two vendors will each have the opportunity to submit a best and final bid equal to or lower than the amount of the lowest bid within five working days after bid opening. The bid will be awarded to the bidder submitting the lowest responsive bid or final bid. In case of a tie between a local vendor and a non-local vendor, the bid will be awarded to the local vendor.

If the Bidder intends to qualify as a local vendor, the Bidder must complete and sign the Local Vendor affidavit and submit it as part of the Bid. A Bidder who fails to properly complete and sign this affidavit or submit it with the Bid, will not further considered for local preference.

If the Bidder submits a properly completed Local Vendor affidavit as part of its Bid, the City reserves the right to verify that the Bidder meets the definition of Local Vendor, including by requiring the Bidder to supply additional documentation. In all instances, the City will be the final arbiter as to whether the Bidder qualifies for local preference.

With certain exceptions, application of local preference is discretionary. For more information on how the Local Preference may apply, see the Purchasing Code.

20. IDENTICAL TIE BIDS. If there are two or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria, the tie will be awarded to the following in order of preference: a) the bidder qualifying for local preference under Code 30-86; b) the bidder in compliance with the drug free workplace certification requirements set forth in Florida Statutes 287.087; or c) the most responsible bidder as defined under the City Code 30-82 (9)(c).

21. RIGHT TO ACCEPT OR REJECT BIDS. The City will reject bids which contain modifications, qualifications, or exceptions, or which are incomplete, unbalanced, conditional, obscure, or which contain additions not requested, or irregularities of any kind, or which do not comply in every respect with these Instructions to Bidders and the Contract Documents, unless the City in its sole discretion determines that the non-compliance is minor.

The City does not bind itself to accept the minimum bid stated herein, but reserves the right to accept any bid, which in the judgment of the City will best serve the needs and interests of the City.

22. CRA MAY AWARD PURCHASE ORDERS ISSUED PURSUANT TO CONTRACT. In the case of a continuing/term supply or service contract awarded pursuant to this solicitation, if the funds to be used to pay for a portion of the supply or service are from redevelopment trust funds, the Community Redevelopment Agency (CRA) is authorized to issue the purchase order corresponding to the supply or service instead of the City.

23. CITY'S PROJECT-SPECIFIC CONSTRUCTION CONTRACT FORM. The City's contract form for project specific construction projects, which is included in this solicitation, contains additional terms and conditions, including indemnification and insurance requirements, completion deadlines, and liquidated damages, that the Bidder should review prior to submitting the Bid. The City reserves the right to make minor changes to the form contract prior to execution by the Successful Bidder to correct errors or other formatting issues and for legal sufficiency. The City will provide the Successful Bidder the final contract for execution.

24. LICENSES. At time of Bid submittal, the Bidder must hold the required licensure to be the prime contractor for all work to be performed under this solicitation. Any subcontractors or sub-consultants whom the Bidder proposes to use to perform work under this solicitation must also hold the required licensure at the time of Bid submittal. Required licensure must be maintained in full force and effect during the contract term.

25. BIDDER RESPONSIBILITY FOR PREPARATION COSTS. Neither the City nor the City's officers or agents will be liable for the costs incurred by the Bidder in reviewing or responding to this solicitation.

26. POST-AWARD SUBMITTAL REQUIREMENTS. Within 15 business days after the City's issuance of a notice of award, the Successful Bidder must submit each of the following:

A. A fully-executed contract, using the form provided with or referenced by the notice of intent to award.

B. Proof of insurance, in accordance with the requirements of the Contract. See the Contract form for more information regarding insurance requirements.

C. Performance Security, as further described below, in an amount equal to 100% of the Contract Price.

The award is subject to cancellation and the bid bond subject to forfeiture if this deadline is not met.

27. PERFORMANCE SECURITY. Performance Security is required unless contract is less than \$100,000.00. Payment and performance bonds may be submitted; or an alternative form of security as specified in Florida Statutes § 255.05(7) may be provided upon the City's prior written approval.

If the Successful Bidder elects to use payment and performance bonds for required Performance Security, the Successful Bidder will use forms provided by the City. Copies of the City's current form bonds will be provided with the Notice of Award. Completed bonds must be originals, not copies, with raised corporate seals included where applicable. The bonds must be accompanied by sufficient evidence of the authority of the issuing agent, including a certified copy of the power of attorney of the person signing the bond on the surety's behalf. The surety company executing the bonds must be must be rated "A" or better by A.M. Best Key Rating Guide, authorized to do business in the State of Florida, and must be listed by the United States Treasury Department Treasury Fiscal Service, Bureau of Government Financial Operations, Federal Register, Part V, latest revision, entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as being approved for writing bonds for federal projects on its current list in an amount not less than the required bond amount.

END OF INSTRUCTIONS TO BIDDERS SECTION

SUBMITTAL CHECKLIST

The following are items that are required to be considered responsive. Make sure that each blank is filled out. Use NA (not applicable) rather than leaving blank.

Item(s) Required with Submittal	
✓	BID PROPOSAL LETTER
✓	BID SCHEDULE
✓	NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
✓	DRUG-FREE WORKPLACE CERTIFICATION
✓	AFFIDAVIT ON PUBLIC ENTITY CRIMES
M/A	LOCAL VENDOR AFFIDAVIT <i>(only if filing for local preference)</i>
✓	MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES CERTIFICATION FORM
✓	MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE OFFICER CERTIFICATION FORM
✓	Bid Security (10% for all construction bids)
Label the outer most package with the following: Bid Number Date of the Opening Contractor Name and Address	
Item(s) Required after Bid Submittal	
<u>Certificate of Insurance</u> indicating the coverages outlined in this solicitation, including naming the City as additional insured <i>(requested when Notice of Intent to Award is Issued)</i>	
Contract signed by Authorized Representative of the Vendor <i>(completed contract sent with Notice of Intent to Award)</i>	
Payment & Performance Bonds to be returned as instructed within 15 days after the Notice of Award is issued <i>(P & P Bonds acceptable to the City will be sent with Notice of Award)</i>	

BID PROPOSAL LETTER - ITB NO.: 0317-2080

TO THE MAYOR AND COMMISSIONERS
THE CITY OF DAYTONA BEACH, A FLORIDA MUNICIPAL CORPORATION

Dear Mayor and Commissioners:

This Bid is submitted by SIEG & AMBACH/SHEER, INC.
(insert Bidder's full legal name; include D/B/A if applicable)

Business Address: 1445 CASSADAGA RD., DELAND, FL
(include P.O. Box/street address, city, state and zip code)

Business Phone: 386-775-3835 Business Fax: 386-775-3474
(include area code) (include area code) ³²⁷²⁴

Business Email: lisataylor@cfi.pr.com
(leave blank if n/a)

The undersigned, as BIDDER or BIDDER's authorized representative, hereby declares and affirms each of the following:

1. That BIDDER has had the opportunity to examine the project site(s) and is fully informed in regard to all conditions pertaining to the site(s).
2. That BIDDER is fully informed regarding local conditions where the work will be required.
3. That BIDDER has thoroughly examined all Contract Documents, including Plans and Specifications as applicable, relative to the work to be performed, and that BIDDER is sufficiently knowledgeable of the work to be performed.
4. That BIDDER hereby agrees to furnish all labor, materials, and equipment to do the work in strict accordance with the Contract Documents for the price(s) stated in the attached Bid Schedule.
5. That, subject to the terms and conditions stated in the Contract Documents, BIDDER will perform the work in accordance with the completion date(s) specified in the Contract Documents, and will pay liquidated damages in the amounts specified in the Contract Documents for BIDDER's failure to comply with the completion date(s).
6. That BIDDER agrees to indemnify and hold harmless the CITY any other interests as set forth in the Contract Documents.
7. That insofar as the attached Bid Schedule includes extended unit prices, the use of extended unit quantities will not be construed to be a guarantee that the CITY will purchase such quantities if a contract is awarded; and that, subject to the terms and conditions of the Contract, BIDDER will be entitled to payment only based on the units constructed, installed, or otherwise placed in service.

BID PROPOSAL LETTER -- ITB No.: 0317-2080, cont.

8. That BIDDER has received the following Addenda (*leave blank if inapplicable*):

No. ONE Dated: JULY 7, 2017 No. _____ Dated: _____
No. TWO Dated: JULY 25, 2017 No. _____ Dated: _____
(*list any additional Addenda by number and date*): _____

9. That, if within the time period specified in the bid solicitation, BIDDER fails to execute the form Contract, provide proof of insurance, and submit (if required) Performance Security, the bid award will be subject to cancellation and the Bid Security provided with this Bid will be subject to forfeiture.

10. That all information provided by BIDDER as part of this Proposal is truthful to the best of BIDDER's knowledge.

11. That BIDDER is (*mark the appropriate box and include the additional information, as applicable*):

- An individual person/sole proprietor
- A Florida corporation/ limited liability company
- A foreign corporation/limited liability company authorized to do business in Florida*
_____ (*specify state of incorporation/formation*)
- A Florida limited partnership
- A foreign limited partnership authorized to do business in Florida*
_____ (*specify state of incorporation / formation*)
- A general partnership**
- A joint venture***
- Other _____ (*specify, including type of entity*)

* *Attach proof of formation/registry from State of Florida.*

** *Provide on separate, signed sheet(s) of paper, full legal name and address of the partnership; and names of all general partners.*

*** *Provide on separate signed sheet(s) of paper the full legal names of all persons/firms comprising the joint venture.*

BID PROPOSAL LETTER -- ITB NO.: 0317-2080, CONT.

12. That BIDDER has completed and attached all required attachments with this Bid Proposal, including Bid Schedule, Non-Collusion Affidavit, Drug Free Workplace Certification, MWBE Certifications, and Public Entity Crimes Affidavit.

In signing below, I certify that I am the above-named BIDDER or a person duly authorized by BIDDER to bind BIDDER to these terms and conditions.



By: 
(Signature)

Printed Name: K. AMBACHTSHEER

Title: PRESIDENT

Date signed: AUGUST 4, 2017

Email: lisataylor@cfi.rn.com

**BID SCHEDULE - ITB NO. 0317-2080
EARNHARDT MEMORIAL PEDESTRIAN BRIDGE REPAIR**

ITEM DESCRIPTION	TOTAL AMOUNT
Lump Sum as per the specifications described in this document.	\$ <u>193,690.⁰⁰</u>

Submitted by:

Contact Name: <i>P.C. AMBACHSHEER</i>	Phone: <i>386-775-3835</i>
Vendor Name: <i>SIEG + AMBACHSHEER, INC.</i>	Email: <i>lisataylor@sf1.com</i>
Address: <i>1445 CASSADAGA ROAD DELAND, FL 32724</i>	

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF FLORIDA)
COUNTY OF VOLOSIA)

J.C. AMBACHTSHEER, being first duly sworn deposes and says that:

(1) He is PRESIDENT of SIEG & AMBACHTSHEER, INC., the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Daytona Beach, FL (Local Public Agency) or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



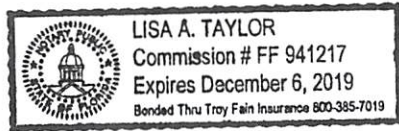
By: [Signature]
(Signature)
Name Typed: J.C. AMBACHTSHEER
Title: PRESIDENT
Bidder: SIEG & AMBACHTSHEER, INC.

Subscribed and sworn to before me

This 4TH day of AUGUST, 2017

[Signature]
(Signature of Notary Public)

My commission expires: _____



Florida Department of Banking & Finance
Expires December 8, 2018
Commission # FF 041517
LISA A. TAYLOR



DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: - If there are two or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria, the tie will be awarded to the following in order of preference: a) the bidder qualifying for local preference under Code 30-86; b) the bidder in compliance with the drug free workplace certification requirements set forth in Florida Statutes 287.087; or c) the most responsible bidder as defined under the City Code 30-82 (9)(c).

In order to have a drug-free workplace program, a business will:

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



By: _____

(Signature)

Title: _____

(leave blank if sole proprietor)

Date: _____

AFFIDAVIT ON PUBLIC ENTITY CRIMES

(SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Daytona Beach

by J.C. AMBACH-SHEER, PRESIDENT
(insert individual's printed name and title)

for SEG + AMBACH-SHEER, INC. whose business address
(insert name of Bidder)

is 1445 CASSADAGA ROAD, DELAND, FL 32724

- I. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- II. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- III. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime; or
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- IV. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

V. Based on information and belief, THE STATEMENT WHICH I HAVE MARKED BELOW is true in relation to the entity submitting this sworn statement (Place initial of check mark next to applicable statement):

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
(Signature)

AUGUST 4, 2017
(Date)

P.C. AMBACHTSEHER, PRESIDENT

STATE OF FLORIDA)
COUNTY OF VOLUSIA)



PERSONALLY APPEARED BEFORE ME, the undersigned authority,

P.C. AMBACHTSEHER who, after first being sworn by me, affixed his/her signature
(Name of individual signing)

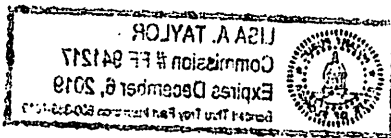
in the space provided above on this 4TH day of AUGUST, 2017.

Attest: [Signature]
(Notary Public)

My commission expires: _____

(Notary Seal)





**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
CERTIFICATION FORM**

The Bidder hereby certifies that in accordance with applicable provisions of the Daytona Beach Purchasing Code, Chapter 30, Daytona Beach Code of Ordinances, a good faith effort has been made to contact the following minority and women owned business enterprises:

CCM ELECTRIC (386) 253-1393, RED MARO CONST. (866) 732-8437
GENESIS ELECTRIC (386) 252-2005
HILWERS ELECTRIC (561) 451-9165
LEWIS ELECTRICAL SERVICE (386) 238-1338

WE OBTAINED THE NAMES OF THESE VENDORS FROM THE CITY OF DAYTONA BCH. MINORITY VENDORS LIST, THEY ARE NO LONGER IN BUSINESS AND/OR ARE NO LONGER IN SERVICE.
(Use separate sheet if additional space is needed. If separate sheets used, include a reference to this form, and sign and date the sheet).

SIGNATURE: [Signature]
 NAME TYPED: P.C. AMBACHSHEER
 TITLE: PRESIDENT



The Bidder further certifies that of the minority and women owned business enterprises contacted, he was unable through a good faith effort to obtain any minority or women owned business enterprise to work on this project.

SIGNATURE: [Signature]
 NAME TYPED: P.C. AMBACHSHEER
 TITLE: PRESIDENT



MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE OFFICER
CERTIFICATION FORM


I, PC AMBACHSHEER, PRESIDENT,
Name of Executive Officer
certify that USA A TAYLOR
Name of MBE Officer

has been named Minority and Women Owned Business Enterprise Officer for

SIEG & AMBACHSHEER INC

_____ Company Corporation

Date: AUGUST 4, 2017

By: 

Name Typed: PC AMBACHSHEER

Title: PRESIDENT

Address: 1445 CASSADAGA ROAD
DELAND, FL 32724



SUBMITTAL CHECKLIST

The following are items that are required to be considered responsive. Make sure that each blank is filled out. Use NA (not applicable) rather than leaving blank.

Item(s) Required with Submittal	
	BID PROPOSAL LETTER
	BID SCHEDULE
	NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
	DRUG-FREE WORKPLACE CERTIFICATION
	AFFIDAVIT ON PUBLIC ENTITY CRIMES
	LOCAL VENDOR AFFIDAVIT <i>(only if filing for local preference)</i>
	MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES CERTIFICATION FORM
	MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE OFFICER CERTIFICATION FORM
	Bid Security (10% for all construction bids)
Label the outer most package with the following:	
	Bid Number
	Date of the Opening
	Contractor Name and Address
Item(s) Required after Bid Submittal	
	<u>Certificate of Insurance</u> indicating the coverages outlined in this solicitation, including naming the City as additional insured <i>(requested when Notice of Intent to Award is Issued)</i>
	Contract signed by Authorized Representative of the Vendor <i>(completed contract sent with Notice of Intent to Award)</i>
	Payment & Performance Bonds to be returned as instructed within 15 days after the Notice of Award is issued <i>(P & P Bonds acceptable to the City will be sent with Notice of Award)</i>

BID PROPOSAL LETTER - ITB NO.: 0317-2080

TO THE MAYOR AND COMMISSIONERS
THE CITY OF DAYTONA BEACH, A FLORIDA MUNICIPAL CORPORATION

Dear Mayor and Commissioners:

This Bid is submitted by _____
(insert Bidder's full legal name; include D/B/A if applicable)

Business Address: _____
(include P.O. Box/street address, city, state and zip code)

Business Phone: _____ Business Fax: _____
(include area code) (include area code)

Business Email: _____
(leave blank if n/a)

The undersigned, as BIDDER or BIDDER's authorized representative, hereby declares and affirms each of the following:

1. That BIDDER has had the opportunity to examine the project site(s) and is fully informed in regard to all conditions pertaining to the site(s).
2. That BIDDER is fully informed regarding local conditions where the work will be required.
3. That BIDDER has thoroughly examined all Contract Documents, including Plans and Specifications as applicable, relative to the work to be performed, and that BIDDER is sufficiently knowledgeable of the work to be performed.
4. That BIDDER hereby agrees to furnish all labor, materials, and equipment to do the work in strict accordance with the Contract Documents for the price(s) stated in the attached Bid Schedule.
5. That, subject to the terms and conditions stated in the Contract Documents, BIDDER will perform the work in accordance with the completion date(s) specified in the Contract Documents, and will pay liquidated damages in the amounts specified in the Contract Documents for BIDDER's failure to comply with the completion date(s).
6. That BIDDER agrees to indemnify and hold harmless the CITY any other interests as set forth in the Contract Documents.
7. That insofar as the attached Bid Schedule includes extended unit prices, the use of extended unit quantities will not be construed to be a guarantee that the CITY will purchase such quantities if a contract is awarded; and that, subject to the terms and conditions of the Contract, BIDDER will be entitled to payment only based on the units constructed, installed, or otherwise placed in service.

BID PROPOSAL LETTER -- ITB No.: 0317-2080, cont.

8. That BIDDER has received the following Addenda (*leave blank if inapplicable*):

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

(*list any additional Addenda by number and date*): _____

9. That, if within the time period specified in the bid solicitation, BIDDER fails to execute the form Contract, provide proof of insurance, and submit (if required) Performance Security, the bid award will be subject to cancellation and the Bid Security provided with this Bid will be subject to forfeiture.

10. That all information provided by BIDDER as part of this Proposal is truthful to the best of BIDDER's knowledge.

11. That BIDDER is (*mark the appropriate box and include the additional information, as applicable*):

An individual person/sole proprietor

A Florida corporation/ limited liability company

A foreign corporation/limited liability company authorized to do business in Florida*
_____ (*specify state of incorporation/formation*)

A Florida limited partnership

A foreign limited partnership authorized to do business in Florida*
_____ (*specify state of incorporation / formation*)

A general partnership**

A joint venture***

Other _____ (*specify, including type of entity*)

* *Attach proof of formation/registry from State of Florida.*

** *Provide on separate, signed sheets(s) of paper, full legal name and address of the partnership; and names of all general partners.*

*** *Provide on separate signed sheet(s) of paper the full legal names of all persons/firms comprising the joint venture.*

BID PROPOSAL LETTER -- ITB NO.: 0317-2080, CONT.

12. That BIDDER has completed and attached all required attachments with this Bid Proposal, including Bid Schedule, Non-Collusion Affidavit, Drug Free Workplace Certification, MWBE Certifications, and Public Entity Crimes Affidavit.

In signing below, I certify that I am the above-named BIDDER or a person duly authorized by BIDDER to bind BIDDER to these terms and conditions.

By: _____
(Signature)

Printed Name: _____

Title: _____

Date signed: _____

Email: _____

**BID SCHEDULE - ITB NO. 0317-2080
EARNHARDT MEMORIAL PEDESTRIAN BRIDGE REPAIR**

ITEM DESCRIPTION	TOTAL AMOUNT
-------------------------	---------------------

Lump Sum as per the specifications described in this document. \$ _____

Submitted by:

Contact Name:	Phone:
Vendor Name:	Email:
Address:	

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)
COUNTY OF _____)

_____, being first duly sworn deposes and says that:

(1) He is _____ of _____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Daytona Beach, FL (Local Public Agency) or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: _____
(Signature)
Name Typed: _____
Title: _____
Bidder: _____

Subscribed and sworn to before me

This _____ day of _____, 20____

(Signature of Notary Public)
My commission expires: _____

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: - If there are two or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria, the tie will be awarded to the following in order of preference: a) the bidder qualifying for local preference under Code 30-86; b) the bidder in compliance with the drug free workplace certification requirements set forth in Florida Statutes 287.087; or c) the most responsible bidder as defined under the City Code 30-82 (9)(c).

In order to have a drug-free workplace program, a business will:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in section (1), above.

(4) In the statement specified in section (1), above, notify the employees that, as a condition of working on the commodities or contractual services that are underbid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation occurring in the workplace no later than five days after such conviction.

(5) Impose sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

By: _____
(Signature)

Title: _____
(leave blank if sole proprietor)

Date: _____

AFFIDAVIT ON PUBLIC ENTITY CRIMES

(SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Daytona Beach

by _____
(insert individual's printed name and title)

for _____ whose business address
(insert name of Bidder)

is _____

- I. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- II. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- III. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime; or
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- IV. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

V. Based on information and belief, THE STATEMENT WHICH I HAVE MARKED BELOW is true in relation to the entity submitting this sworn statement (*Place initial of check mark next to applicable statement*):

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____ (Signature) _____ (Date)

STATE OF _____)
COUNTY OF _____)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
_____ who, after first being sworn by me, affixed his/her signature
(Name of individual signing)

in the space provided above on this _____ day of _____, 20_____.

Attest: _____
(Notary Public)

My commission expires: _____ (Notary Seal)

LOCAL VENDOR AFFIDAVIT

Complete and submit this form ONLY if you qualify for local preference as provided in the City of Daytona Beach Purchasing Code.

A copy of the Bidder's Daytona Beach Business Tax Receipt must be submitted with this Affidavit.

NAME OF BIDDER: _____

LOCAL BUSINESS ADDRESS *(street address being used to claim Local Preference, including zip code):*

The undersigned certifies under penalty of perjury each of the following:

The Local Business Address has continuously been used as a Permanent Place of Business with at least one full-time employee since _____.
(Insert date)

The Local Business Address has consistently offered or provided the goods or services being solicited by the City of Daytona Beach during the time referenced above.

The Local Business Address has not been established with the sole purpose of obtaining the advantages that may be granted pursuant to the Local Preference provisions of the City of Daytona Beach Purchasing Code.

Signature *(Must be same person as person signing the Bid Proposal)*

Print Name/Title

Subscribed and sworn to before me

This _____ day of _____, 20____

(Signature of Notary Public)
My commission expires: _____

The City of Daytona Beach reserves authority to require a copy of the corporate charter, corporate income tax filing return, and any other documents(s) to evaluate the Bidder's Local Preference claim.

**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
CERTIFICATION FORM**

The Bidder hereby certifies that in accordance with applicable provisions of the Daytona Beach Purchasing Code, Chapter 30, Daytona Beach Code of Ordinances, a good faith effort has been made to contact the following minority and women owned business enterprises:

(Use separate sheet if additional space is needed. If separate sheet is used, include a reference to this form, and sign and date the sheet).

SIGNATURE: _____

NAME TYPED: _____

TITLE: _____

The Bidder further certifies that of the minority and women owned business enterprises contacted, he was unable through a good faith effort to obtain any minority or women owned business enterprise to work on this project.

SIGNATURE: _____

NAME TYPED: _____

TITLE: _____

**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE OFFICER
CERTIFICATION FORM**

I, _____,
Name of Executive Officer
certify that _____
Name of MBE Officer

has been named Minority and Women Owned Business Enterprise Officer for

Company

Corporation

Date: _____

By: _____

Name Typed: _____

Title: _____

Address: _____



THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

ADDENDUM NO. 1

DATE: July 7, 2017

PROJECT: ITB 0317-2080
EARNHARDT MEMORIAL PEDESTRIAN BRIDGE REPAIR

OPENING DATE: July 27, 2017

This addendum is hereby incorporated into the Bid Documents for the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~strikethrough~~.

1. Answers to Bidders' written questions:

Q1: Is there a cost estimate/budget?

A1: The order of magnitude is \$90,000-\$110,000.

2. All other terms and conditions remain the same.

The Bidder shall acknowledge receipt of this addendum on the Bid Proposal Form.

The City of Daytona Beach

Kirk Zimmerman, CPPB
Buyer

(This page intentionally left blank)



THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

ADDENDUM NO. 2

DATE: July 25, 2017
PROJECT: ITB 0317-2080
EARNHARDT MEMORIAL PEDESTRIAN BRIDGE REPAIR

OPENING DATE: ~~July 27, 2017~~ to August 4, 2017

This addendum is hereby incorporated into the Bid Documents for the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~strikethrough~~.

1. This bid will be extended from ~~July 27, 2017~~ to August 4, 2017. Questions will be accepted through July 28, 2017

2. Answers to Bidders' written questions:

Q1: What is the minimum clearance we can have under the bridge for containment purposes?

A1: **This will be a FDOT standard they will have to call them to find out.**

Q2: Will we be able to spot blast in place of hand tools in some of the harder areas?

A2: **This will be a FDOT standard they will have to call them to find out.**

Q3: Is the contractor responsible for the cost of lane closure?

A3: **Yes but our traffic department will work with them and furnish the signs and block off the lanes for them.**

Q4: As far as lane closure goes, are there time restrictions on when that can take place?

A4: **Since the lane closures will be minor this should be able to happen during normal business hours.**

Q5: What are the working hours/days?

A5: **Monday through Friday 7:00 am to 5:00 pm daily**

Q6: As mentioned in the pre bid, will a painting license will suffice for this project?

A6: **The bid mentions concrete repair, and for this type of structure will require a General Contractor license, whom will contract with an Electrical Contractor for the lighting.**

Q7: Is the site just a surface soil issue and are there any foundation elements that have been affected?

A7: If this is referring to the undermining of the approaches noted in Volkert's inspection report from November 2016 then it is only surface erosion along the edge and under the approach sidewalks of the bridge. Typically just installing a fill of some sort to support the sidewalks, regrading the slope, and placing some slope protection such as filter fabric covered by small rip rap or large gravel is sufficient. This is not near severe enough to impact the structure foundations.

3. All other terms and conditions remain the same.

The Bidder shall acknowledge receipt of this addendum on the Bid Proposal Form.

The City of Daytona Beach

Kirk Zimmerman, CPPB
Buyer

GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMS

1.1 Defined Terms.

Whenever used in the Contract the following terms have the meanings indicated, which are applicable to both the singular and plural thereof

"50-Percent Completion" means the point at which the OWNER has expended 50% of the Adjusted Contract Price.

"Adjusted Contract Price" means the Contract Price as set forth in the Contract, as previously adjusted by valid Change Order.

"Bid" means the offer of the Bidder.

"Bid Schedule" means the Bid Schedule submitted by CONTRACTOR with the Bid; unless CONTRACTOR was the sole responsive bidder and the Parties have negotiated final pricing as part of the bid solicitation process pursuant to the Purchasing Code, in which instance the term means the Revised Bid Schedule included within the Contract Documents.

"Change Instrument" means a Field Directive or a Change Order.

"Change Order" means a written directive issued by the OWNER authorizing an adjustment in the Contract Price, the Contract Time, the scope of Work, or any other material term or condition of the Contract. When approved by the City Commission, a change order may be in the form of a formal amendment to this Contract.

"City Code" means the City of Daytona Beach Code of Ordinances.

"City Commission" or "Commission" means the City of Daytona Beach City Commission.

"City Manager" means the City Manager for the City.

"Commencement Date" means the date established in the Notice to Proceed upon which the Contract Time begins to run; or if no such date is provided in the Notice to Proceed, the date of the Notice to Proceed.

"Construction Contract form" means that part of the titled as "Project-Specific Construction Contract" or something similar, and signed by the Parties.

"Contract" includes all Contract Documents.

"Contract Administrator" means the individual specifically authorized to administer the Contract on the OWNER's behalf; provided, however that in all instances the City Manager may act as the Contract Administrator.

"Contract Price" means the total compensation due to CONTRACTOR for the Work to be performed under the contract, subject only to those adjustments provided in the Contract Documents.

"Contract Time" means the total period of time stated in the Contract between the Commencement Date and the deadline for Final Completion, subject only to those adjustments provided in the Contract Documents.

"Critical Path" means the longest series of tasks that runs consecutively from the beginning to the end of the Project, as determined by duration and workflow sequence. This longest path sets the managerial standard for how quickly the Project can be completed, given appropriate resources.

"Day" or "Days" means calendar days unless otherwise specifically noted in the Contract Documents.

"Defective Work" or "Nonconforming Work" means Work that:

- (i) Does not conform to the requirements of the Contract;
- (ii) Does not meet the requirements of any inspection, test, or approval as referred to in the Contract or as required by law;
- (iii) Contains defects;
- (iv) Represents a substitute for that required by the Technical Provisions, unless properly approved and authorized as provided in the Contract; or
- (v) Has been damaged or destroyed prior to Final Completion.

"Effective Date" means the date on which this Contract is approved by City Commission.

"E/A" (also, "Engineer/Architect", "Architect, or "Engineer" as applicable) generally means the professional licensed architect or engineer who develops the criteria and concept for the Project, performs the analysis, and is responsible for the preparation of the Technical Provisions and Plans. The E/A may be the OWNER's in-house staff or a consultant retained by the OWNER. No contractual relationship is created by this Contract between CONTRACTOR and the E/A.

"Equipment" means the machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the Work.

"Field Directive" means a written order prepared and signed by the OWNER, not involving a change in Contract Price or Contract Time, directing a minor change in the Work where a Change Order is not required.

"Final Completion" means acceptance of the Work by the OWNER as evidenced by its signature upon the Certificate of Final Completion.

"Force Account" means a method for payment of additional Work that is based on CONTRACTOR's labor, equipment and materials costs with consideration for overhead and profit.

"Force Majeure Event" means conditions or other circumstances, such as acts of God, that: (i) were not foreseen, and could not have been reasonably foreseen, by CONTRACTOR or the OWNER, (ii) are beyond the control of CONTRACTOR and the OWNER, and (iii) materially hinder or interfere with the ability of CONTRACTOR to prosecute the Work; provided, however, that no such condition or circumstance will be a Force Majeure event if it is the result of CONTRACTOR's fault, negligence, or material breach of this Contract. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, and severe adverse weather conditions not reasonably anticipated.

"Hazardous Materials" has the meaning as provided by law.

"Legal Requirements" means, collectively, all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work. The term includes the City Code and other CITY ordinances and regulations.

"Materials" means goods or substances to be incorporated in the Work under the Contract.

"Milestone" means a significant event specified in the Contract Documents relating to an intermediate completion date or time prior to Final Completion of the Work.

"OWNER" means the City of Daytona Beach; or, if the form Contract so provides, the Community Redevelopment Agency for the CITY. All references within the Technical Provisions to the "CITY" (whether or not capitalized) are intended to refer to the "OWNER" unless logic dictates otherwise.

"Plans" means the plan documents prepared by the E/A and identified in the Table of Contents or otherwise incorporated into the Contract, including reproductions thereof, showing the location, character, dimensions, and details of the Work. The term may also be referred to herein as "drawings," "contract drawings," "contract plans," or similar terms; but not "shop drawings."

"Project" means the subject of the Work and its intended result.

"Project Site" or "Site" means the land or premises on which the Project is located, and in addition any land and areas identified in and permitted for use by CONTRACTOR by the Contract, subject to conditions that may apply such as for rights-of-way, permits, and easements.

"The Prompt Payment Act" means the Local Government Prompt Payment Act, F.S. § 218.70 et seq. (2014), as hereafter amended.

"Purchasing Code" means the provisions of Chapter 30 of the City Code.

"Referenced Standards" includes standards, standard details, specifications, manuals, regulations or codes of any technical society, organization or association, or of any governmental or quasi-governmental authority referred to in the Contract to describe the nature or quality of any of the Work, whether such reference be specific or by implication, and means the latest standard, standard detail, specification, manual, regulation or code in effect at the time of Bid opening, except as may be otherwise specifically stated in the Contract.

"Resident Project Representative" means, where the E/A is a private firm or person under contract with the CITY to act as the E/A, the authorized representative of E/A assigned to the Project Site; and in all other instances, the Contract Administrator.

"Risk Manager" means the Risk Manager for the CITY or designee; provided however, that the City Manager may act on behalf of the Risk Manager.

"Schedule of Values" means the written breakdown of the Contract Price by Construction Specification Institute divisions or by other format acceptable to the OWNER, prepared by CONTRACTOR for OWNER's review and approval.

"Shop Drawings" means all drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR as required by this Contract.

"Site-Related Reports" means any environmental, geotechnical, subsoil, and related reports relating to conditions at the Project Site which were used or made available for the OWNER's or E/A's use in creating the Plans.

"Specifications" means the Technical Provisions and Plans.

"Stored Materials" means delivered materials or equipment that are located at the Project Site, or with the OWNER's approval at another location, and that have not yet been incorporated into the Work.

"Subcontractor" means a person or firm that under a direct contract with CONTRACTOR to perform a portion of the Work, and also unless logic dictates otherwise, sub-subcontractors and persons or firms doing work through such sub-subcontractors.

"Substantial Completion" means the completion of the Work, or an agreed upon portion of the Work, so as to allow the OWNER to occupy and use the Project or a portion thereof for its intended purposes.

"Sub-subcontractor" means a person or firm who has a direct or indirect contract at any tier with a subcontractor to perform a portion of the Work.

"Supplemental General Conditions" means that part of the Contract labeled as such and identified in the Table of Contents or otherwise incorporated into the Contract, that amends and supplements these General Conditions.

"Supplier" means a person or firm having a contract with CONTRACTOR or with any subcontractor of any tier to furnish materials to be incorporated in the Work.

"Technical Provisions" means those provisions of the Contract containing or referencing required technical specifications and standards. The term includes all such technical specifications and standards of other governmental jurisdictions, or professional association where referenced in the Contract, including any exceptions thereto regardless of whether these are attached to or enumerated within the Contract.

Whenever this Contract refers to but does not include a specific Technical Provision, the reference will be deemed to be to the version of the referenced Technical Provision included in the applicable CITY engineering or utility standard unless logic dictates otherwise.

"Unilateral Change Instrument" means a Change Instrument issued by the OWNER and not executed by CONTRACTOR.

"Unit Price Schedule" means the Bid Schedule.

"Working Hours" means 7:00 am through 6:00 pm, Monday through Friday excluding holidays designated by the CITY.

1.2 Abbreviations. The following abbreviations, when used in the Contract, represent the full text shown.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects.
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
DIPRA	Ductile Iron Pipe Research Association
EASA	Electrical Apparatus Service Association
EPA	Environmental Protection Agency of the United States Government
FDHR	Florida Division of Historical Resources
FEMA	Federal Emergency Management Agency
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FSS	Federal Specifications and Standards

IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IFAS	Institute of Food and Agricultural Sciences
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
ISA	International Society of Arboriculture
ISO	International Organization for Standards
MPO	Volusia County Metropolitan Planning Organization
MSTCSD	Minimum Specifications for Traffic Control Signals and Devices
MUTCD	Manual on Uniform Traffic Control Devices
NACE	National Association of Corrosion Engineers
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
NSPE	National Society of Professional Engineers
OSHA	Occupational Safety and Health Administration
SAE	Society of Automotive Engineers
SJWRMD	St. Johns River Water Management District
SI	International System of Units
SSPC	Society of Protective Coatings
UL	Underwriters' Laboratories
USACOE	United States Army Corps of Engineers
USGS	United States Geological Service

Each of the above abbreviations, when followed by a number or letter designation, or combination of numbers and letters, designates a specification, test method, or other code or recommendation of the particular authority or organization shown. Where the above-referenced abbreviations refer to a written standard, specifications, test method, or other code, the reference will be deemed to be the edition of the code promulgated at the time of Bid opening.

1.3 Use of Terms.

1.3.1 Singular and Plural. The OWNER, E/A, CONTRACTOR, subcontractor, sub-subcontractor, supplier, other contractors, surety, insurer and others may be referred to in the Contract Documents as if singular in number. In the event that more than one person or entity occupies the position referred to and unless otherwise indicated, the term is interpreted to include all such persons or entities.

1.3.2 Technical Terms and Trade Usage. Terms in the Contract which have well-known technical or construction industry meanings and are not otherwise defined are used in accordance with such recognized meanings unless the context clearly indicates otherwise.

ARTICLE 2 –ORGANIZATION AND INTENT OF CONTRACT

2.1 Interpreting the Contract.

2.1.1 Order of Precedence. In cases of conflict or discrepancy among Contract Documents, interpretations will generally be based on the following order of precedence, ranked from highest to lowest priority:

- .1 Change Orders;;
- .2 The Construction Contract form;
- .3 Supplemental General Conditions, if any;
- .4 General Conditions;

- .5 Technical Provisions;
- .6 Plans (figured dimensions will govern over scaled dimensions);
- .7 The Invitation to Bid and General and Supplemental Instructions to Bidders, including Addenda thereto;
- .8 The Bid Schedule;
- .9 All other documents required to be submitted and submitted as part of CONTRACTOR's Bid Proposal; and
- .10 All other Contract Documents that are neither listed above nor expressly incorporated into one of the foregoing Contract Documents;

with the understanding that a common sense approach will be used as necessary so that the Contract Documents produce the intended response.

2.1.2 Contract Documents Complementary. The Contract Documents are complementary, and what is required by one is as binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, are of like effect as if shown or mentioned in both.

2.1.3 Intent to Require Completed Project. The intent of the Contract Documents is to require that CONTRACTOR provide all materials and labor, including tools, equipment and supervision, necessary for the proper execution and completion of the Work as a functioning whole or required for a completed Project.

2.1.4 Work Required if Reasonably Inferable. Performance by CONTRACTOR is required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. Where no explicit quality or standards for materials or workmanship are established for the Work, the Work is to be of good quality for the intended use and consistent with the quality of surrounding Work which conforms to the requirements of the Contract Documents and to the standards for construction of the Project generally.

2.1.5 Organization of Drawings and Specifications. Organization of the Drawings around professional disciplines such as civil, architectural, structural, plumbing, mechanical, and electrical, and of the Specifications into divisions, sections, and articles, does not control CONTRACTOR in dividing the Work among sub-contractors or in establishing the extent of Work to be performed by any trade or excuse CONTRACTOR of its obligation to properly allocate and provide for the performance of all Work under the Contract.

2.1.6 Documents Excluded from the Contract. The Contract Documents do not include the Site-Related Reports referenced herein or other documents issued or provided to CONTRACTOR for the information of CONTRACTOR or for reference purposes and which are not specifically incorporated in the Contract Documents.

2.1.7 Titles, Headings, and Capitalization. The titles and headings of the various sections and subsections of these General Conditions and other Contract Documents are intended only as a matter of reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents. The use, or inadvertent failure to use, capitalization of terms used in the Contract Documents is not intended to define or limit the meaning of the term.

1.1.8 Other Interpretive Rules.

2.1.8.1 Provisions of the Contract Documents that use the active voice-imperative mood writing style are directions to CONTRACTOR and are intended as commands. In such instance, the subject "the Bidder" or "CONTRACTOR" is understood.

2.1.8.2 Provisions of the Contract Documents that use the passive voice writing style are also directions to CONTRACTOR and intended as commands unless logic clearly dictates otherwise.

2.1.8.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

2.2 Referenced Standards.

2.2.1 Standards Incorporated. All Referenced Standards are incorporated into the Contract as fully as if printed and bound with the Specifications, but only to the limited extent that such standards are applicable to the Work.

2.2.2 Availability of Referenced Standards. CONTRACTOR is responsible for obtaining and having available at the Project Site a copy of each Referenced Standard insofar as it is applicable to the Work.

2.2.3 Precedence of Contract Documents Over Referenced Standards. No provision of a Referenced Standard is effective to change (i) the procedures established in the Contract Documents or by any applicable laws or regulations, or (ii) the duties and responsibilities of the OWNER, E/A or CONTRACTOR from those set forth in the Contract Documents; nor is any provision of a Referenced Standard effective to assign to the OWNER or the E/A any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the Contract.

ARTICLE 3 - PRELIMINARY MATTERS

3.1 Pre-Contract Submittals. The OWNER reserves the right to require certain Submittals before executing the Contract. Submittals required before execution of the Contract include, but are not limited to Insurance certificates acceptable to the OWNER as provided in the Contract and any other submittals required by the Bid Documents.

3.2 Project Information. Within ten days after the Effective Date, the OWNER will furnish CONTRACTOR free of charge, two signed, sealed, hard copies and one electronic copy of the Plans in AutoCAD and the Technical Provisions in PDF format, and one copy of each of the Site Related Reports, if any. All Site Related Reports are given to CONTRACTOR for information only, are not warranted as to accuracy, and are not a part of the Contract Documents. CONTRACTOR will not be entitled to rely on the accuracy or the completeness of any information contained in these Reports in performing the Work required herein, or in seeking claims for Contract Price or Contract Time adjustments. It is the CONTRACTOR's responsibility to determine and verify all information provided by OWNER including, but not limited to grades and elevations.

3.3 CONTRACTOR's Review of Contract Documents and Site Related Reports. Before undertaking a project, CONTRACTOR will carefully study the Contract Documents and any Site Related Reports provided by OWNER, to check and verify pertinent figures shown thereon compares accurately to all applicable field measurements. CONTRACTOR will promptly report in writing to the Contract Administrator any conflict, error, ambiguity, or discrepancy that CONTRACTOR discovers and will obtain a written interpretation or clarification from the Contract Administrator before proceeding with any Work affected thereby. CONTRACTOR will be liable to the OWNER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents or Site Related Reports of which CONTRACTOR knew or reasonably should have known.

3.4 Pre-Construction Submittals.

3.4.1 CONTRACTOR will prepare and submit all required pre-construction submittals within 15 Days after the Effective Date, except where the Contract Administrator extends time for submittal in writing. The submittals will include each of the following:

3.4.1.1 A proposed Progress Schedule, developed using Microsoft Project software unless otherwise approved by the Contract Administrator. The Progress Schedule will (i) indicate the times (number of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract, (ii) identify the Critical Path for completing the Work, (iii) identify when all subcontractors will be utilized,

and (iv) take into consideration any Working Hours limitations. The Progress Schedule will contain sufficient detail to indicate that CONTRACTOR has identified all required Work elements and tasks, has provided for a sufficient and proper workforce and integration of subcontractor, has provided sufficient resources and has considered the proper sequencing of the Work required to result in a successful Project that can be completed in accordance with any Milestones and within required completion deadlines.

3.4.1.2 A proposed Schedule of Values, except where the Contract Price is based solely on Unit Prices set forth in the Bid Schedule. The Schedule of Values will be prepared in such a manner that each item of Work is shown as one or more line items on AIA Document G703, Continuation Sheet (latest ed.) or such other form as the OWNER may prescribe, and will contain such detail and be supported by such data as to allow the OWNER and the E/A to substantiate accuracy. Upon approval by the OWNER, the Schedule of Values will be used as the basis for reviewing progress payment requests. After the OWNER has approved the initial Schedule, CONTRACTOR will revise and resubmit for the OWNER's approval, amended Schedules of Values as necessary to reflect adjustments in the Contract Price resulting from approved Change Orders. A schedule of values may be required if a substantial portion of the contract price is a lump sum bid item.

3.4.1.3 An organizational chart showing the principals and management personnel who will be involved with the Work, including each one's responsibilities for the Work.

3.4.1.4 Preliminary Shop Drawings. Shop Drawings will be neat, legible, and drawn to scale. CONTRACTOR will specifically identify any proposed deviations from dimensions, details, and other requirements as provided by the Plans and specifications. When submitting Shop Drawings, CONTRACTOR will also provide a written narrative explanation itemizing each proposed deviation from the Specifications or other Contract requirements. No such deviations will be deemed to be accepted unless they are specifically approved in accordance with the procedures for substitutes and Change Orders.

3.4.1.5 To the extent not set forth in the Contract, a letter designating the Superintendent and, if such designation is required by the Supplemental General Conditions, the Project Manager.

3.4.1.6 A letter designating CONTRACTOR's safety representative, who will be responsible for general safety and excavation safety measures along with certifications or other documentation of the safety representative's qualifications.

3.4.1.7 If applicable, an excavation safety system plan.

3.4.1.8 If applicable, a plan illustrating proposed locations of temporary facilities.

3.4.1.9 A completed Non-Use of Asbestos Affidavit (prior to construction).

3.4.1.10 A map of proposed "haul routes" for delivery of materials and transportation of equipment to the Project Site.

3.4.1.11 A letter designating the Florida Registered Professional Land Surveyor for layout of the Work, if the Work requires the services of a surveyor.

3.4.1.12 Any other documents as required by the OWNER, consistent with the terms of the Contract.

The Supplemental General Conditions (if any) or the Technical Provisions may amplify, waive, or otherwise amend requirements for the above-referenced submittals.

3.4.2 The OWNER will have the right to accept or reject each of the required submittals. The OWNER will provide CONTRACTOR written notice as to any submittals that are rejected, in which instance CONTRACTOR will promptly resubmit them. Alternatively in such instance, the OWNER will have the right but not the obligation to schedule a preconstruction meeting; provided that the preconstruction meeting is scheduled no later than 30 days

after the Effective Date, and the OWNER may delay issuance of the Notice to Proceed until the OWNER and CONTRACTOR have held the meeting.

3.4.3 The OWNER's acceptance of the above-referenced submittals will be deemed to be general only relating solely to their sufficiency and compliance with the intent of the Contract. Such acceptance does not constitute the OWNER's adoption, affirmation, or direction of CONTRACTOR's means and methods, and does not constitute a Change Instrument. OWNER's acceptance of the Progress Schedule will not impose on the OWNER, responsibility or liability for the sequencing, scheduling, or progress of the Work, and will not relieve CONTRACTOR from CONTRACTOR's responsibility for complying with the terms and conditions of this Contract. CONTRACTOR will at all times remain responsible for the factual accuracy of all such submittals.

3.5 Notice to Proceed. No work will proceed until the OWNER has issued a written notice to proceed. The OWNER will issue a Notice to Proceed within 60 days after the Effective Date, provided that CONTRACTOR has submitted all required documents, including insurance and, where applicable Performance Security. The OWNER in its sole discretion may delay issuing the Notice if CONTRACTOR has not completed its preconstruction submittals within that time; or with CONTRACTOR's written concurrence for any other or no reason.

3.6 Limitations on Custody and Use of Plans. CONTRACTOR will not re-use the Plans and Technical Provisions, including modifications thereto, on any other project or for any other client. CONTRACTOR may not own or claim a copyright in the Site-Related Reports, or the Plans or any other Contract Documents. With the exception of the signed Contract Documents, all sets of the above-referenced documents are the property of the OWNER, and will be returned to the OWNER on request or at the completion of the Work prior to issuance of Final Payment.

3.7 Availability of Lands. The OWNER will provide access to the Project Site, secure any easements necessary therefore, and notify CONTRACTOR of any restrictions in such access. The OWNER may identify in the Contract Documents encumbrances or restrictions not of general application which are known by the OWNER and specifically related to use of the Site, but which are not of public record. CONTRACTOR will comply with such encumbrances and restrictions in performing the Work. Permanent easements for the completed facility or for changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise provided in the Contract Documents.

ARTICLE 4 – OWNER'S RESPONSIBILITIES

4.1 Contract Administrator. The Contract Administrator is authorized to administer the Contract on behalf of the OWNER, commencing on the Effective Date and terminating on the date CONTRACTOR performance is completed (including final payment) or terminated.

4.1.1 The Contract Administrator's authority is limited as follows:

- .1 Provide direction to CONTRACTOR to ensure satisfactory and complete performance;
- .2 Issue Field Directives;
- .3 Monitor and inspect CONTRACTOR performance to ensure acceptable timeliness and quality;
- .4 Maintain necessary documentation and records regarding CONTRACTOR performance and other pertinent matters;
- .5 Furnish timely written notice of CONTRACTOR performance failures to the City Manager and to the City Attorney, as appropriate;
- .6 Determine acceptance or rejection of CONTRACTOR's performance;
- .7 Approve or reject applications for payment, other than application for final payment;
- .8 Furnish necessary reports to the City Manager;
- .9 Recommend Change Instruments or stop work orders to the City Manager; and

- .10 Recommend termination of Contract or work authorizations for default or convenience to the City Manager.

4.1.2 The authority of the Contract Administrator is limited to the functions set forth above. In particular, the Contract Administrator is NOT authorized to make determinations (as opposed to recommendations) that:

- .1 Alter or modify Contracts;
- .2 Terminate or cancel Contracts;
- .3 Approve, as opposed to recommend, Change Orders or Contract Amendments;
- .4 **Except as expressly provided herein**, interpret ambiguities in Contract language; or
- .5 Approve final applications for payment; or
- .6 Waive the OWNER's Contract rights.

4.2 **City Manager.** The City Manager has all of the authority of the Contract Administrator. The City Manager has authority to approve final applications for payment except where approval also requires approval of a change order that is not within the City Manager's authority, below. In addition, the City Manager is authorized to issue (i) Change Orders increasing Contract Price or Contract Time as provided in the Purchasing Code or as specifically authorized by the City Commission; (ii) Change Orders reducing Contract Price or Contract Time; and (iii) stop work orders where reasonably necessary to preserve property or prevent injury.

4.3 **Authority Reserved in City Commission.** All administrative authority not specifically conferred upon the Contract Administrator or City Manager is reserved to the City Commission. Modifications to the Contract required to be approved by the Commission may be in the form of Change Orders or formal amendments, as appropriate.

4.4 **General Obligation to Avoid Delays.** Information or services under the OWNER's control will be furnished by the OWNER with reasonable promptness to avoid delay in orderly progress of the Work. The OWNER will have a reasonable amount of time to investigate site conditions, review submittals, analyze requests for changes, and to make other decisions in the orderly administration of the Contract. CONTRACTOR will notify the OWNER in writing, if the time for the investigation, review, analysis of any submittals, required for changes or otherwise required for the OWNER's decision, impacts in any way the Critical Path of the current approved Progress Schedule.

4.5 **Owner-Provided Inspectors.** The OWNER will provide persons to perform OWNER-required inspections.

ARTICLE 5 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS

CONTRACTOR will obtain any additional temporary construction facilities, stockpiling or storage sites not otherwise provided. CONTRACTOR will be responsible for providing at his own expense and without liability to the OWNER, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. CONTRACTOR will be required to obtain approval of any private property owner for such additional lands and access unless specifically provided otherwise in the Contract Documents.

5.1 Subsurface and Physical Conditions.

5.1.1 CONTRACTOR affirms that CONTRACTOR has carefully examined the Plans and the Site-Related Reports, if any. CONTRACTOR acknowledges that the Site-Related Reports are *not* a guarantee of specific site conditions which may vary between boring locations, and that the Project Site is unwarranted.

5.1.2 CONTRACTOR affirms that prior to executing this Contract, CONTRACTOR has had the opportunity to become familiar with the Project Site and the local conditions under which the Project is to be constructed and operated, and to undertake its own geotechnical studies to the extent that CONTRACTOR deems appropriate. CONTRACTOR will not be entitled to any additional time or compensation as a result of any conditions at the Project Site which would have been disclosed to CONTRACTOR by a site visit or by undertaking its own geotechnical studies.

5.1.3 CONTRACTOR will provide the OWNER written notice as soon as reasonably possible, but no later than three days, if unforeseen conditions are encountered at the Project Site which are subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature that differ materially from those normally encountered in the type of work being performed under this Contract. CONTRACTOR may not disturb the conditions until the OWNER conducts an investigation. The OWNER will promptly investigate such conditions.

5.1.3.1 If it is determined that such conditions differ materially and cause an increase or decrease in CONTRACTOR's cost of or time required for performance of any part of the Work, the Contract Administrator will recommend an equitable adjustment in the Contract Price or Contract Time, or both. If it is determined that such conditions are not materially different from those indicated in the Contract Documents, the Contract Administrator will notify CONTRACTOR in writing of such findings and the Contract will not be adjusted.

5.1.3.2 CONTRACTOR will be liable to the OWNER for failure to report any such conflict, error, ambiguity, or discrepancy of which CONTRACTOR knew or reasonably should have known, and for CONTRACTOR's failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents within said three-day period, and for any increases in Project costs, or damages accruing, in association with CONTRACTOR's disturbance of the conditions pending OWNER's investigation.

5.1.4 Notwithstanding any other provision of this Contract, CONTRACTOR is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Work area. "Public utility lines" means the utility distribution and supply system, and "utility customer service lines" means the utility lines connecting customers to the utility distribution and collection system. Generally, existing utility customer service line connections are not shown on the Plans. CONTRACTOR will notify "One Call" and exercise due care to locate, mark, uncover and otherwise protect all such lines in the construction zone and any of CONTRACTOR's work or storage areas. CONTRACTOR's responsibility for the location and protection of utilities is primary and non-delegable. CONTRACTOR will indemnify or reimburse such expenses or costs (including fines that may be levied against the OWNER) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area. The OWNER reserves the right to repair any damage CONTRACTOR causes to such utilities at CONTRACTOR's expense. If a public or customer service line is damaged by CONTRACTOR, CONTRACTOR will give verbal notice within one hour and written notice within 24 hours, to the OWNER and to the utility representatives identified on the Plans.

5.1.5 CONTRACTOR will take reasonable precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature will be disturbed without written permission of the OWNER and the FDHR. When such objects are uncovered unexpectedly, CONTRACTOR will stop all Work in close proximity and notify the OWNER and the FDHR of their presence and will not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities uncovered on the OWNER's property will remain property of FDHR conforming to applicable provisions of Florida Statutes. If the OWNER, in consultation with the FDHR, determines that exploration or excavation of primitive records or antiquities on Project Site is necessary to avoid loss, CONTRACTOR will perform salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in CONTRACTOR's cost of, or time required for, performance of the Work, the Contract Price or Contract Time will be equitably adjusted subject to compliance with the provisions herein for Changes and Delays.

5.2 Protection of Reference Points. Unless otherwise specified, the OWNER will furnish a base line and a suitable number of bench marks adjacent to the work. From the information provided by the OWNER, CONTRACTOR will develop and make all detailed surveys, stakes, lines, and elevations, as CONTRACTOR deems necessary. CONTRACTOR will carefully protect and preserve benchmarks, reference points, and stakes. If these benchmarks, reference points, or stakes are disturbed or destroyed due to CONTRACTOR's failure to comply with the above-referenced requirement, CONTRACTOR will bear the cost of expenses of relocating and replacing them, including the costs of a Registered Professional Land Surveyor if the OWNER determines the same to be necessary.

5.3 Hazardous Materials.

5.3.1 To the extent provided by applicable law, the OWNER will be responsible for any pre-existing hazardous material uncovered or revealed at the Project Site which was not shown, indicated or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work.

5.3.1.1 CONTRACTOR will immediately stop Work in the affected area and will take all necessary precautions to avoid further disturbance of the materials. CONTRACTOR will also will immediately notify the OWNER and, if required by applicable law or regulations, all government or quasi-government entities with jurisdiction over the Project or Project Site.

5.3.1.2 Upon receiving notice of the presence of suspected Hazardous Materials, the OWNER will take the necessary measures required to ensure that the Hazardous Materials are remediated or rendered harmless. Such necessary measures will include the OWNER retaining qualified independent experts to (i) ascertain whether Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that the OWNER will take either to remove the Hazardous Materials or render the Hazardous Materials harmless.

5.3.1.3 CONTRACTOR will be obligated to resume Work at the affected area of the Project only after the OWNER provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site. CONTRACTOR will be responsible for continuing the Work in the unaffected portion of the Project and the Project Site.

5.3.1.4 CONTRACTOR will be entitled, in accordance with these General Conditions, to an adjustment in its Contract Price or Contract Time(s) to the extent CONTRACTOR's cost or time of performance have been adversely impacted by the presence of Hazardous Materials.

5.3.2 CONTRACTOR will maintain at the Project Site, available to the OWNER, appropriate information pertaining to all Hazardous Materials brought to the Project Site by CONTRACTOR or any subcontractor, and as may be required by the Supplemental General Conditions, if any. CONTRACTOR will ensure that all such materials are properly labeled or identified, and will properly store, handle and use them at all times. In accordance with federal Hazard Communication Standard (29 CFR § 1910.1200) and all other applicable Legal Requirements, manufacturers and distributors are required to label each Hazardous Material or chemical container, and to provide Material Safety Data sheets to the purchaser. CONTRACTOR will comply with these laws and will provide the OWNER with copies of all relevant documents, including Material Safety Data sheets prior to performance or services or contemporaneous with delivery of goods. CONTRACTOR will provide and designate appropriate and secure areas for their storage and will notify the OWNER of their presence and location at Project Site. CONTRACTOR will not store Hazardous Materials at the Project Site in excess of those reasonably needed for CONTRACTOR's prosecution of the Work, and will properly remove or dispose of all Hazardous Materials, including combustible waste, as soon as possible after completion of the operations in which they are utilized.

5.3.3 No asbestos-containing materials will be incorporated into the Work or brought on Project Site without prior approval of the OWNER. CONTRACTOR will not knowingly use, specify, request or approve for use any asbestos containing materials or lead-based paint without the OWNER's written approval. When a specific product is specified, CONTRACTOR will endeavor to verify that the product does not include asbestos containing material.

5.3.4 CONTRACTOR will be solely responsible for use, storage and remediation of any Hazardous Materials brought to Project Site by CONTRACTOR, subcontractors, sub-subcontractors, suppliers, and anyone else for whom CONTRACTOR is responsible. CONTRACTOR will indemnify, defend and hold harmless the OWNER and the OWNER's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Materials introduced to Project Site by CONTRACTOR, subcontractors, sub-subcontractors, suppliers, or anyone for whose acts they may be liable.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 General Responsibilities.

6.1.1 Scope of Work. CONTRACTOR will provide, perform, and complete all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary to accomplish the Project at the Work Site, including measures for sediment control, storm water management, and waste disposal, in compliance with this Contract. CONTRACTOR is required to perform all Work specified in the Contract Documents and reasonably inferable from these Documents as being necessary to produce the intended results.

6.1.2 Quality. All materials and Work will be of good quality for the intended use and consistent with the quality of surrounding Work, and will conform to the requirements of the Contract Documents and to the standards for construction of the Project generally. All materials will be new.

6.1.3 Construction Means and Methods. CONTRACTOR will provide continuous on-site supervision and direction of the Work using CONTRACTOR's best efforts. CONTRACTOR will have control over construction means, methods, techniques, sequences, and procedures, unless the Contract Documents give other specific instructions concerning these matters, and is solely responsible therefore.

6.1.4 Discipline at the Project Site. CONTRACTOR will enforce strict discipline and good order among CONTRACTOR's employees and other persons for whose Work CONTRACTOR is responsible, including CONTRACTOR's employees, subcontractors, sub-subcontractors, and suppliers, and the agents and employees of any of them.

6.1.5 Responsibility for Subordinates. CONTRACTOR is responsible for the acts and omissions of all persons performing portions of the Work at the Project Site, including but not limited to CONTRACTOR's employees, subcontractors, sub-subcontractors, and suppliers, and the agents and employees of any of them.

6.1.6 Assignment, Scheduling and Coordination. CONTRACTOR is solely responsible for and has control over assigning, scheduling and coordinating all portions of the work under the Contract performed by CONTRACTOR's own forces and by its subcontractors, sub-subcontractors, and suppliers, in accordance with the approved Progress Schedule, unless the Contract Documents give other specific instructions concerning these matters.

6.1.7 Obligations Not Relieved. CONTRACTOR is not relieved of its obligations to perform the Work in accordance with the Contract Documents, by the activities or duties of the OWNER or the E/A in the administration of the Contract or of construction, or by tests, inspections, or approvals required or performed by persons other than CONTRACTOR.

6.1.8 Ongoing Duty to Report Problems with Contract Documents. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between any Contract Document and any Legal Requirement or of any such standard, specification, manual, or code or instructions of any manufacturer or supplier, CONTRACTOR will within three days of such discovery report it to the OWNER in writing, and CONTRACTOR will not proceed with the Work affected thereby until a Change Order has been issued. CONTRACTOR will be liable to the OWNER for failure to report any such conflict, error, ambiguity, or discrepancy of which CONTRACTOR knew or reasonably should have known. CONTRACTOR will be liable to the OWNER for CONTRACTOR's failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents within said three-day period.

6.1.9 Inspection of Work. CONTRACTOR will make frequent inspections during the progress of the Work to confirm that work previously performed by CONTRACTOR is in compliance with the requirements of this Contract, and that any portion of Work previously performed by CONTRACTOR or by others is in proper condition to receive subsequent Work.

6.2 Diligent Prosecution. CONTRACTOR will at all times be responsible for the diligent prosecution of the Work so as to complete the Work within the Contract Time.

6.2.1 CONTRACTOR will have an affirmative obligation to rearrange Milestones, notwithstanding the manner in which they are scheduled in the current approved Progress Schedule, as circumstances may require. If in order to meet this obligation CONTRACTOR rearranges the order of Work in a manner that materially departs from the current approved Progress Schedule, CONTRACTOR will within 3 days thereafter provide notice to the OWNER, who may require CONTRACTOR to submit a revised Progress Schedule reflecting the rearrangement. No revised Progress Schedule extending the Contract Time will be approved without the issuance of a Change Order in compliance with the Contract Documents.

6.2.2 CONTRACTOR will carry on the Work and adhere to the current approved Progress Schedule, including during all disputes or disagreements with the OWNER. No Work will be delayed or postponed pending resolution of any disputes or disagreements, except as the OWNER and CONTRACTOR may otherwise agree through a Change Order or Contract amendment.

6.3 Supervision and Superintendence.

6.3.1 CONTRACTOR will supervise the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

6.3.2 CONTRACTOR will have an English-speaking, competent Superintendent on the Work at all times that work is in progress. The Superintendent will be CONTRACTOR's representative on the Work and will have the authority to act on the behalf of CONTRACTOR. All communications given to the Superintendent will be as binding as if given to CONTRACTOR, even where written notice is otherwise required. Either CONTRACTOR or the Superintendent will provide a cellular telephone number and an emergency and home telephone number at which one or the other may be reached if necessary when Work is not in progress. The Superintendent will be an employee of CONTRACTOR, unless waived in writing by the OWNER. If CONTRACTOR proposes a management structure with a Project Manager supervising, directing, and managing construction of the work in addition to or in substitution of a Superintendent, the requirements of these Construction Documents with respect to the Superintendent will likewise apply to any such Project Manager.

6.3.2.1 CONTRACTOR will present the resume of the proposed Superintendent to the OWNER showing evidence of experience and successful superintendence and direction of work of a similar scale and complexity. The OWNER may reject the proposed Superintendent if the OWNER determines that the proposed Superintendent does not have sufficient experience in line with the Work, in which instance CONTRACTOR will propose a different Superintendent for OWNER approval.

6.3.2.2 CONTRACTOR will not replace the Superintendent without written notice to the OWNER. If CONTRACTOR deems it necessary to replace the Superintendent, CONTRACTOR will provide the necessary information for approval, as stated above, on the proposed new Superintendent.

6.3.2.3 CONTRACTOR may designate a qualified substitute Superintendent if the designated Superintendent is temporarily away from the Work, subject to OWNER approval.

6.3.2.4 CONTRACTOR will replace the Superintendent upon the OWNER's request, if the Superintendent is unable to perform to the OWNER's satisfaction.

6.4 Labor, Materials, and Equipment.

6.4.1 CONTRACTOR will employ only orderly and competent workers, skillful in performance of the type of Work required under this Contract. CONTRACTOR will prohibit the use and possess any alcoholic or other intoxicating beverages, illegal drugs, or controlled substances while on the job or on the OWNER's property. Subject to the applicable provisions of Florida law, neither CONTRACTOR, nor subcontractors, suppliers, or other agents of CONTRACTOR, may use or possess any firearms or other weapons while on the job or on the OWNER's property. If the OWNER notifies CONTRACTOR that any officer, employee, subcontractor, supplier, or other agent

is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Florida law, or has possessed or was under the influence of alcohol or drugs on the job, CONTRACTOR will immediately remove that person from performing Contract Work, and may not employ that person again on the Work without the OWNER's prior written consent. CONTRACTOR will at all times maintain good discipline and order on- and off-Project Site in all matters pertaining to the Project. CONTRACTOR will pay workers no less than the wage rates established by law, and maintain weekly payroll reports as evidence thereof.

6.4.2 CONTRACTOR will not use any preexisting facilities of the OWNER without the specific written consent of the OWNER, except as indicated in the Contract Documents. CONTRACTOR is solely responsible for temporary facilities and services provided or utilized by CONTRACTOR and will remove those not required to remain at the completion of the Work or any portion thereof, will promptly correct any damage caused by the erection, use or removal of temporary facilities; and will restore the Project Site and any adjacent areas to their original condition or that required by the Contract Documents upon completion of the Work.

6.4.3 CONTRACTOR will store, handle, install, and test all materials in accordance with the manufacturer's or suppliers' most recent instructions and recommendations. CONTRACTOR will promptly notify the OWNER if these instructions and recommendations are in conflict with any provision of the Contract Documents.

6.4.4 All materials and equipment will be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable manufacturer and supplier, except as otherwise provided in the Contract Documents. The Contract Administrator or E/A may require CONTRACTOR to furnish one or more of the following:

6.4.4.1 Satisfactory evidence (i.e., reports of required tests, manufacturer's certificates of compliance with material requirements, mill reports, etc.) as to the kind and quality of materials and equipment.

6.4.4.2 Samples of required equipment and materials prior to having such equipment and materials delivered to the Project Site. Each sample submitted by CONTRACTOR will carry a label giving the name of CONTRACTOR, the Project, and the name of the producer. The accompanying certificate or letter from CONTRACTOR will state that the sample complies with the contract requirements, will give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the OWNER in reviewing the sample promptly. It will also include the statement that all materials or equipment furnished for use in the Project will comply with the samples or certified statements. In addition, the accompanying certificate will include a written narrative explanation itemizing the extent to which the sample deviates from the Specifications or other Contract requirements.

6.4.5 The OWNER will not be required to consider delays in the Work caused by delivery of non-complying materials or equipment, or by late or improper submission test reports or manufacturer's certificates for OWNER approval, as just cause for an extension of the Contract Time. The OWNER's acceptance of any test report, certificate, or sample will be general only and will not constitute a waiver of the OWNER's right to demand full compliance with Contract requirements, nor relieve CONTRACTOR from ensuring full compliance with the Contract.

6.4.6 CONTRACTOR will assign to the OWNER, any rights CONTRACTOR may have to bring antitrust suits against suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. CONTRACTOR will cooperate with the OWNER should the OWNER wish to prosecute suits against suppliers for illegal price fixing.

6.4.7. Upon CONTRACTOR's request and the Contract Administrator's written approval, CONTRACTOR may locate stored materials off-site, so long as they are in a bonded and insured facility, accessible to the OWNER, and are clearly marked as OWNER's property.

6.4.8 Title to materials delivered to the Project Site or stored off-site will not be deemed to pass to the OWNER until the OWNER accepts such title by paying for same. The OWNER will be entitled but is not required to request title documentation. Risk of loss will not pass to the OWNER until title passes.

6.5 Concerning Subcontractors, Suppliers, and Others.

6.5.1 CONTRACTOR will retain direct control of and give direct attention to the fulfillment of this Contract. CONTRACTOR agrees not to assign this Contract, by power of attorney or otherwise, without the OWNER's prior written consent.

6.5.2 Unless the Supplemental General Conditions provide otherwise, CONTRACTOR will not subcontract the performance of the entire Project or the supervision and direction of the Work without the OWNER's prior written consent. CONTRACTOR will not employ any subcontractor or other person or organization, whether initially or as a substitute, against whom the OWNER may have reasonable objection. The OWNER will communicate such objections by written notice. CONTRACTOR will not substitute any subcontractor that has been accepted by the OWNER, unless the OWNER first accepts the substitute in writing.

6.5.3 CONTRACTOR will enter into written agreements with all subcontractors and suppliers which specifically bind the subcontractors and suppliers to the applicable terms and conditions of the Contract Documents for the OWNER's benefit. The OWNER reserves the right to specify that certain requirements will be adhered to by all subcontractors and sub-subcontractors as indicated in other portions of the Contract Documents, in which instance these requirements will be made a part of the written agreement between CONTRACTOR and each subcontractor. CONTRACTOR's standard subcontract form is subject to the OWNER's review and approval. Within five working days of the OWNER's request for subcontractor contract documents, CONTRACTOR will provide them to the OWNER.

6.5.4 CONTRACTOR will be fully responsible to the OWNER for all acts and omissions of the subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work under contract with CONTRACTOR and under contract with CONTRACTOR's subcontractors or suppliers, just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents will create for the benefit of any such subcontractor or other person or organization any contractual relationship between the OWNER and any such subcontractor or other person or organization, nor will it create any obligation on the part of the OWNER or E/A to pay or to see to the payment of any moneys due any such subcontractor or other person or organization except as may otherwise be required by Legal Requirements.

6.5.5 CONTRACTOR will be solely responsible for efficiently scheduling and coordinating the Work of subcontractors and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR in order to avoid any delays or inefficiencies in the prosecution of the Work. CONTRACTOR will require all subcontractors and such other persons and organizations performing or furnishing any of the Work to communicate with the OWNER through CONTRACTOR.

6.5.6 The divisions and sections of the Technical Provisions and the identification of any Plans will not control CONTRACTOR in dividing or delineating the Work to be performed by any specific trade.

6.5.7 CONTRACTOR will pay each subcontractor their appropriate share of payments made to CONTRACTOR not later than ten days of CONTRACTOR's receipt of payment from the OWNER.

6.5.8 To the extent allowed by Florida law, the OWNER will be deemed to be a third party beneficiary to each subcontract and may, if the OWNER elects, following a termination of CONTRACTOR, require that the subcontractor(s) perform all or a portion of unperformed duties and obligations under its subcontract(s) for the benefit of the OWNER, rather than CONTRACTOR; however, if the OWNER requires any such performance by a subcontractor for the OWNER's direct benefit, then the OWNER will be bound and obligated to pay such subcontractor the reasonable value for all Work performed by such subcontractor to the date of the termination of CONTRACTOR, less previous payments, and for all Work performed thereafter. If the OWNER elects to invoke the OWNER's right under this Section, the OWNER will provide notice of such election to CONTRACTOR and the affected subcontractor(s).

6.6 Patent Fees and Royalties.

6.6.1 CONTRACTOR will be responsible at all times for compliance with applicable patents and copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work or the formulation or presentation of its Bid.

6.6.2 CONTRACTOR will pay all royalties and license fees and will provide, prior to commencement of Work hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not the OWNER specifies a particular design, device, material, or process.

6.6.3 CONTRACTOR will defend all suits or claims for infringement of any patent or copyright and will save the OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Bid or the performance of the Work or otherwise arising in connection therewith. The OWNER reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright in which event CONTRACTOR will indemnify and save harmless the OWNER from all costs and expenses of such defense as well as satisfaction of all judgments entered against the OWNER.

6.6.4 The OWNER will have the right to stop the Work or terminate this Contract at any time if CONTRACTOR fails to disclose to the OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material, or process.

6.7 Permits, Fees. CONTRACTOR will secure and pay for at CONTRACTOR's expense, all permits and licenses of a temporary nature that are required for the prosecution of the Work; provided, however, that the OWNER will reimburse CONTRACTOR for any CITY-required permits unless specified otherwise in the Supplemental General Conditions.

Unless the Supplemental General Conditions provide otherwise, the OWNER will obtain licenses and easements for permanent structures and or permanent changes in existing facilities.

6.8 Construction Operations.

6.8.1 CONTRACTOR will confine operations at the Project Site to those areas permitted by all Legal Requirements, and will not unreasonably encumber the Project Site with materials and equipment. CONTRACTOR will assume full responsibility for any damage to any portion of the Project Site, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. If an adjacent property owner or occupant files a claim because of or in connection with the performance of the Work, CONTRACTOR will promptly settle the claim by negotiation or as otherwise provided by law. CONTRACTOR will indemnify, defend and hold harmless the OWNER and anyone directly or indirectly employed by the OWNER, from and against all claims, costs, losses, and damages (including court costs and reasonable attorney's fees) arising out of or resulting from any claim or action, legal or equitable, brought by any such the owner or occupant against the OWNER, E/A or any other party indemnified hereunder to the extent caused by or based upon performance of the Work or failure to perform the Work.

6.8.2 CONTRACTOR will establish the exterior lines and elevations of all buildings and structures to be erected on the Project Site, and lines and grades of site work such as roads, utilities, and site grading, based on reference points, the location of existing structures and improvements, or benchmarks identified in the site surveys provided by the OWNER. CONTRACTOR will provide a professional certification by a professional engineer or land surveyor as to the actual location of building lines prior to constructing any foundations. CONTRACTOR will establish the building grades, lines, and levels, and column, wall, and partition lines required by subcontractors in laying out the Work. At the completion of the Work, CONTRACTOR will provide another professional certification by a registered engineer or land surveyor as to the location of completed improvements in relation to property lines, building lines, easements, and other boundaries.

6.8.3 CONTRACTOR will not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor will CONTRACTOR subject any part of the Work, the Project Site, or adjacent property to stresses or pressures that will endanger it.

6.8.4 All Work will be performed solely during Working Hours, unless (i) more restrictive hours are required by CITY ordinances or other Legal Requirements governing CONTRACTOR's performance of the Work, or (ii) the Contract Administrator approves expanded Working Hours in writing, such as in the event of emergencies, in which instance the Contract Administrator's approval may be terminated at any time and for any reason without recourse to CONTRACTOR. The OWNER has the right to impose further restrictions on working hours reasonably related to the use of occupied facilities. No delays resulting from compliance with applicable Legal Requirements may form the basis for any claim by CONTRACTOR for delay damages or additional compensation or for any extensions of the Contract Time; any delays arising from restrictions related to the use of occupied facilities are non-compensable and any claims for extensions of the Contract Time relating to them will be filed in accord with Article 11 or the same will be conclusively deemed to have been waived. CONTRACTOR will not permit Work outside of Working Hours without the written consent of the OWNER; such consent, if given, may be conditioned upon payment by CONTRACTOR of the OWNER's additional costs and fees incurred in monitoring such off-hours Work. CONTRACTOR will notify the OWNER as soon as possible if Work will be performed outside such times in the interest of the safety and protection of persons or property at the Project Site or adjacent thereto, or in the event of an emergency. In no event will CONTRACTOR permit Work to be performed at the Project Site without the presence of CONTRACTOR's Superintendent and person responsible for the protection of persons and property at the Project Site and compliance with all Legal Requirements, if different from the Superintendent.

6.8.5 Temporary Utilities. CONTRACTOR, at its own expense, will:

6.8.5.1 Furnish all temporary heat, cooling ventilation, and humidity control including all required apparatus and fuel as may be necessary to protect the Work fully, both during its execution and until Final Completion and acceptance. CONTRACTOR will not use any method of heating, cooling, ventilation, or humidity control of the building unless approved by the OWNER in advance.

6.8.5.2 Provide all temporary on-Site water service required to perform the Work, to assure safety at the Site, and as otherwise required. All temporary services will be removed by CONTRACTOR.

6.8.5.3 Furnish all temporary electric service required to perform the Work, to assure safety at the Site, and as otherwise required.

6.8.5.4 CONTRACTOR will provide and maintain in a neat, sanitary condition such accommodations for the use of CONTRACTOR's employees, subcontractors, and others for whom CONTRACTOR may be responsible, as may be necessary to comply with Legal Requirements, and will commit no public nuisance.

6.8.6 Site Maintenance. During the progress of the Work and on a daily basis, CONTRACTOR will keep the Project Site free from accumulation of waste materials, rubbish, and other debris resulting from the Work. If CONTRACTOR fails to do so in a manner reasonably satisfactory to the OWNER within 48 hours after notice or as otherwise required by the Contract Documents, the OWNER may clean the Project Site and back charge CONTRACTOR for all costs associated with the cleaning. At Substantial Completion, CONTRACTOR will leave the Project Site clean, including but not limited to the cleaning of manholes, inlets, and gravity underground piping systems, and ready for the OWNER's occupancy, and will at this point also remove all temporary buildings, waste, trash, debris, and surplus materials. At Final Completion, CONTRACTOR will remove all tools, appliances, construction equipment, and machinery, in addition to the above-referenced materials, and leave the Project Site clean and ready for OWNER's occupancy. This requirement will not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission for such disposal granted to CONTRACTOR by the OWNER. CONTRACTOR will, at a minimum, restore to original condition all property not designated for alteration by the Contract Documents. If CONTRACTOR fails to clean up at the completion of the Work, the OWNER may do so and the cost thereof will be charged against CONTRACTOR.

6.8.7 Risk of Performance. If CONTRACTOR performs any work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission, or violation of Legal Requirements in the Contract Documents of which CONTRACTOR is aware, or which could reasonably have been discovered by the review required by CONTRACTOR by this Contract], without prompt written notice to the OWNER and the E/A and request

for correction, clarification or additional information, as appropriate, CONTRACTOR does so at its own risk and expense and all claims relating thereafter are specifically waived.

6.9 Legal Requirements.

6.9.1 CONTRACTOR will diligently and promptly call for locates required, in accordance with Sunshine State One Call of Florida requirements.

6.9.2 CONTRACTOR will give all other notices and comply with all other Legal Requirements, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof. Except where these Legal Requirements provide otherwise, neither the OWNER nor the E/A will be responsible for monitoring CONTRACTOR's compliance with any Legal Requirements.

6.9.3 Maintaining clean water, air, and earth or improving thereon will be regarded as of prime importance. CONTRACTOR will plan and execute its operations in compliance with all applicable Legal Requirements concerning control and abatement of water pollution and prevention and control of air pollution, including where applicable the terms and conditions of the CITY's current National Pollutant Discharge Elimination System (NPDES) permit.

6.10 Taxes.

6.10.1 CONTRACTOR will pay only those sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida in the performance of this Contract.

6.10.2 The OWNER is an exempt organization as defined by Florida Statutes and is therefore exempt from payment of sales and use taxes.

6.11 Maintenance of Records and Documents.

6.11.1 CONTRACTOR will maintain at the Site, available to the OWNER for reference during the progress of the Work, a copy of the current approved Progress Schedule and any approved revisions thereto. CONTRACTOR will keep current records of and mark on a copy of the current approved Progress Schedule the actual commencement date, progress, and completion date of each scheduled activity indicated on the Progress Schedule.

6.11.2 CONTRACTOR will maintain in a safe place at the Project Site, or other location acceptable to the OWNER, one record copy of all Drawings, Specifications, Addenda, Change Instruments and written interpretations and clarifications issued pursuant to this Contract (collectively, "Record Documents") in good order and annotated to show all changes made during construction. The Record Documents and all final samples and final Shop Drawings will be available to the OWNER and E/A for reference during performance of the Work. Upon Substantial Completion of the Work, CONTRACTOR will deliver these Record Documents, and final samples and Shop Drawings, to the OWNER.

6.11.3 To the extent applicable, CONTRACTOR will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

6.11.3.1 Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

6.11.3.2 Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the CITY Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

6.11.3.3 Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if CONTRACTOR fails to transfer such records to the CITY.

6.11.3.4 Upon completion of this Contract, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provide to the CITY upon request from the CITY Clerk, in a format that is compatible with the CITY's information technology systems.

6.11.3.5 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, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

6.11.4 Nothing herein will be deemed to waive CONTRACTOR's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

6.12 Safety and Protection.

6.12.1 CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Upon request, and prior to installation of measures, CONTRACTOR will submit a site security plan to the OWNER. By reviewing the plan or making recommendations or comments, the OWNER will not assume liability nor will CONTRACTOR be relieved of liability for damage, injury, or loss. CONTRACTOR will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury, and loss to:

6.12.1.1 The public;

6.12.1.2 All persons on the Project Site or who may be affected by the Work;

6.12.1.3 All the Work and materials and equipment to be incorporated therein, whether in storage on or off Project Site; and

6.12.1.4 Other personal property, fixtures and other items at the Project Site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

6.12.2 CONTRACTOR will comply with the Occupational Safety and Health Administration's (OSHA) Excavation Safety Standard, 29 U.S.C § 651 et seq., 29 C.F.R. 1926.650 Sub Part P., and the Trench Safety Act, Section 553.60 et seq. In addition CONTRACTOR will comply with all other applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss, and will erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR will notify owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work may affect them, and will cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in Subparagraphs 6.12.1.3 and 6.12.1.4, above, caused, directly or indirectly, in whole or in part, by CONTRACTOR, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, will be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or

Specifications or to the acts or omissions of the OWNER, or E/A, or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the faults or negligence of CONTRACTOR or any subcontractor, supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and protection of the Work will continue until such time as all the Work is completed and the OWNER has issued a Certificate of Final Completion (except as otherwise expressly provided in connection with Substantial Completion). Without limitation, CONTRACTOR will comply with the following specific provisions:

6.12.3 CONTRACTOR will designate in writing a qualified and experienced safety representative at Project Site whose duties and responsibilities will be the prevention of accidents and the maintaining and supervising of safety precautions and programs. Upon request of the OWNER, CONTRACTOR will provide certifications or other documentation of the safety representative's qualifications.

6.12.4 CONTRACTOR will be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at Project Site in accordance with Legal Requirements.

6.12.5 CONTRACTOR will comply with the following requirements in emergencies:

6.12.5.1 In emergencies affecting the safety or protection of persons or the Work at Project Site or adjacent thereto, CONTRACTOR, without special instruction or authorization from the OWNER or E/A, is obligated to act reasonably to prevent threatened damage, injury or loss and to mitigate damage or loss to the Work. CONTRACTOR will give the OWNER telephone notification as soon as reasonably practical and a prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the express provisions of this Contract Documents have been caused thereby. If the OWNER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Order will be issued; otherwise the OWNER will not be responsible for CONTRACTOR's emergency action.

6.12.5.2 Authorized agents of CONTRACTOR will respond immediately to call-out at any time of any day or night when circumstances warrant the presence on Project Site of CONTRACTOR or his agent to protect the Work or adjacent property from damage, restriction or limitation or to take such action or measures pertaining to the Work as may be necessary to provide for the safety of the public. Should CONTRACTOR or CONTRACTOR's agent fail to respond and take action to alleviate such an emergency situation, the OWNER may direct other forces to take action as necessary to remedy the emergency condition, and the OWNER will deduct any cost of such remedial action from the funds due CONTRACTOR under this Contract.

6.12.5.3 If there is an accident involving injury to any individual or damage to any property on or near the Work, CONTRACTOR will provide to the Contract Administrator verbal notification within one hour and written notification within 24 hours of the event and will be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. CONTRACTOR will provide the OWNER copies of such documentation within 48 hours of the event.

6.12.5.4 CONTRACTOR will cooperate with the OWNER in any investigation of any such incident. CONTRACTOR will immediately report such incidents to any other governmental or quasi-governmental authorities having jurisdiction over safety-related matters as may be required by law.

6.13 Indemnification.

6.13.1 Any obligation of CONTRACTOR to indemnify or hold harmless under this Contract will not be limited in any way by any limitation on the amount or type of damages, or compensation or benefits payable by or for CONTRACTOR or any such subcontractor, supplier, or other person or organization for whom CONTRACTOR may be responsible under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.13.2 Any obligation of CONTRACTOR to indemnify and hold harmless under this Contract, will not extend to the liability of the OWNER, E/A, E/A's consultants, and their officers, directors, partners, employees or

agents, when caused primarily by negligent preparation of maps, drawings, surveys, designs or specifications upon which is placed the applicable state-authorized design professional seal of the OWNER, E/A, or OWNER's or E/A's consultant's, officers, directors, partners, employees or agents.

6.13.3 If CONTRACTOR fails to follow the OWNER's directives concerning use of Project Site, scheduling or course of construction, or engages in other conduct which proximately causes damage to property based on inverse condemnation or otherwise, then and in that event, CONTRACTOR will indemnify the OWNER against all costs resulting from such claims.

6.13.4 If CONTRACTOR unreasonably delays progress of the Work being done by others on Project Site so as to cause loss for which the OWNER becomes liable, then CONTRACTOR will indemnify the OWNER from and reimburse the OWNER for such loss.

6.14 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Contract.

6.15 Losses from Natural Causes. Unless otherwise specified, all loss or damage to CONTRACTOR arising out of the nature of the Work to be done or from action of the elements, floods or from unforeseeable circumstances in prosecution of the Work or from unusual obstructions or difficulties which may be encountered in prosecution of the Work, will be sustained and borne by CONTRACTOR at its own cost and expense.

6.16. Notice of Claim. Should CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of OWNER or of any of OWNER's employees or agents or others for whose acts OWNER is liable, CONTRACTOR must file a claim within 30 calendar days of the event giving rise to such injury or damage. The provisions of this Section will not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

6.17 Financial Records.

6.17.1 For purposes of this Section 6.17, "financial records" means all records generated by or on behalf of CONTRACTOR and each Subcontractor and supplier of CONTRACTOR, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, without limitation:

- .1 Accounting records;
- .2 Written policies and procedures;
- .3 Subcontract files (including proposals of successful and unsuccessful Bidders, Bid recaps, etc.);
- .4 Original estimates and estimating work sheets;
- .5 Correspondence;
- .6 Change Order files (including documentation covering negotiated settlements);
- .7 Back charge logs and supporting documentation;
- .8 General ledger entries detailing cash and trade discounts earned, insurance rebates and dividends;
- .9 Lump sum agreements between CONTRACTOR and any Subcontractor or supplier;
- .10 Records necessary to evaluate: Contract compliance, Change Order pricing, and any Claim submitted by CONTRACTOR or any of its payees; and
- .11 Any other CONTRACTOR record that may substantiate any charge related to this Contract.

6.17.2 CONTRACTOR will allow the OWNER, and the OWNER's authorized representatives, to inspect, audit, and reproduce all Records generated by or on behalf of CONTRACTOR and each subcontractor and supplier, upon the OWNER's written request. Further, CONTRACTOR will allow the OWNER, and the OWNER's authorized representatives, to interview any of CONTRACTOR's employees, all Subcontractors, all suppliers, and all of their respective employees.

6.17.3 CONTRACTOR will retain all its Records, and require all its subcontractors and suppliers to retain their respective Records, during this Contract and for three years after final payment, until all audit and litigation matters that the OWNER has brought to the attention of CONTRACTOR are resolved, or as otherwise required by law, whichever is longer. The OWNER's right to inspect, audit, or reproduce Records, or interview employees of CONTRACTOR or its respective subcontractors or suppliers, exists during this Contract, and for three years after final payment, until all audit and litigation matters that the OWNER has brought to CONTRACTOR's attention are resolved, or as otherwise required by law, whichever is longer, and at no cost to the OWNER, either from CONTRACTOR or any of its subcontractors or suppliers that may furnish Records or make employees available for interviewing.

6.17.4 CONTRACTOR must provide sufficient and accessible facilities during its normal business hours for the OWNER to inspect, audit, or reproduce Records, or all three, and to interview any person about the Records.

6.17.5 CONTRACTOR must insert these requirements in each written contract between CONTRACTOR and any subcontractor or supplier and require each subcontractor and supplier to comply with these provisions.

ARTICLE 7 - OTHER WORK

7.1 Coordinating Other Work. The OWNER may perform other work related to the Project at Project Site by the OWNER's own forces, or let other contracts for the Project or Project Site, or have other work performed by utility owners. CONTRACTOR and the OWNER agree to and will use best efforts to cooperate and coordinate the Work with others performing work and other work related to the Project in order to avoid conflicts and delays in the Work. If CONTRACTOR believes that delay or additional cost is involved because of such action by the OWNER, CONTRACTOR may make a Claim as provided in Article 11.

7.2 Proper and Safe Access by Other Contractors. CONTRACTOR will afford other contractors and each utility owner (and the OWNER, if the OWNER is performing the additional work with the OWNER's employees) proper and safe access to the Project Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and will properly connect and coordinate the Work with theirs. CONTRACTOR will do all cutting, fitting, patching, and finishing of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the OWNER and the other contractors whose work will be affected. CONTRACTOR will promptly remedy damage wrongfully caused by CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors.

7.3 CONTRACTOR's Inspection and Reports. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR will inspect such other work and promptly report to the OWNER in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in such other work.

7.4 Progress Schedules. The OWNER will provide for coordination of the activities of the OWNER's own forces, of each separate CITY contractor, and of any other utility owners performing work in relation to the Work of CONTRACTOR, who will cooperate with them. CONTRACTOR will participate with the OWNER any other contractors retained by the OWNER, in reviewing their construction progress schedules when directed to do so. On the basis of such review, CONTRACTOR will make any revisions to the current approved Progress Schedule deemed necessary after a joint review and mutual agreement. The agreed-upon progress schedules will then

constitute the progress schedules to be used by CONTRACTOR, the OWNER, and any other contractor retained by the OWNER until subsequently revised.

7.5 Improper Timing or Delays. Costs caused by delays or by improperly timed activities or defective construction will be borne by the party responsible therefore.

ARTICLE 8 – WARRANTIES

8.1 General Warranty.

CONTRACTOR warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials for the duration of the General Warranty Period described below; will strictly conform to the requirements of the Contract; and will be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, the Contract. This general warranty is in addition to any other warranties expressed or implied by law, which are hereby reserved unto the OWNER.

8.1.1 General Warranty Period. The General Warranty Period will be one year from Substantial Completion, except for those items of equipment or those aspects of work placed in service or approved by the OWNER after Substantial Completion, in which instance the warranty for the particular equipment or aspect of work will be one year from the date of OWNER approval; provided, however, that the General Warranty Period for particular equipment placed in continuous service before Substantial Completion may start to run from an earlier date, if expressly provided in this Contract.

8.1.2 Duty to Correct. CONTRACTOR will correct any and all defects that defects in material or workmanship which may appear during the General Warranty Period, even if discovered after the General Warranty Period, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the OWNER, within a reasonable period of time, and to the OWNER's satisfaction.

8.1.3 General Warranty is Absolute. The only exceptions to the General Warranty will be defects or damage caused by abuse, modification or improper maintenance or operation by persons other than CONTRACTOR or CONTRACTOR's subcontractors, sub-subcontractors or suppliers; or normal wear and tear under normal usage. In all other respects the General Warranty will be absolute.

8.2 Special Warranties. CONTRACTOR will furnish all additional special warranties required by this Contract no later than Substantial Completion. The OWNER may require special warranties in connection with the approval of accepted equals and other substitute materials, equipment, methods, and procedures, and in connection with Work which is defective or nonconforming.

8.3 Limitation as to Certain Equipment. As to any equipment which the OWNER has reserved the sole right to have installed, the Warranties under this Article 8 will extend to ensure that the equipment is installed according to the Plans and Technical Provisions, and that any manufacturer or product warranties are conveyed to the OWNER; but in such instance CONTRACTOR will not be held liable for the operating performance of such equipment.

8.4 Relation to Specific Correction Provisions and Other Remedies. CONTRACTOR's general warranty and any additional or special warranties are not limited by CONTRACTOR's obligations to specifically correct Defective/Nonconforming Work, nor are they limited by any other remedies provided in the Contract Documents. CONTRACTOR will also be liable for any damage to property or persons (including death), including consequential and direct damages, relating to any breach of the General Warranty or any additional or special warranties required.

8.5 Third Party Warranties. CONTRACTOR will obtain and assign or transfer to the OWNER, all product warranties available from manufacturers or suppliers of materials to be used in the Project. CONTRACTOR will also obtain and assign or transfer to OWNER, any additional third party warranties as to materials or methods as specified in the Contract Documents. The OWNER's acceptance of any assigned warranties or guaranties will be a precondition to final payment and will not relieve CONTRACTOR of any of CONTRACTOR's guaranty or warranty obligations under this Contract.

ARTICLE 9 – E/A'S STATUS DURING CONSTRUCTION

9.1 Applicability. The provisions of this Article will apply only where the Contract Documents specifically authorize a consultant of the OWNER to act as the E/A to review and modify Technical Provisions, Plans, and other technical specifications associated with the Work. In all instances in which there is no such specific authorization, the provisions of this Article will have no effect, and any authorization or delegation within the Contract Documents to the E/A, will be deemed to be to the Contract Administrator. In addition, where the Contract Documents contain language specifically authorizing a consultant of the OWNER to act as E/A, the OWNER retains the right to assign or assume such authority upon written notice to CONTRACTOR.

9.2 The OWNER's Sole Benefit. The assignment, if any, of any authority, duties or responsibilities to the E/A under this Contract, or under any agreement between the OWNER and the E/A, or any undertaking, exercise or performance thereof by the E/A, is intended to be for the sole and exclusive benefit of the OWNER and not for the benefit of CONTRACTOR, subcontractor, supplier, or any other person or organization, or for any surety or employee or agent of any of them.

9.3 CONTRACTOR Remains Responsible. The E/A will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. The E/A is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to the furnishing or performing the Work. The E/A is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with this Contract. Failure or omission of the E/A to discover, or object to or condemn any defective Work or material will not release CONTRACTOR from the obligation to properly and fully perform the Contract.

9.3.1 The E/A is not responsible for the acts or omissions of CONTRACTOR, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.

9.3.2 If the OWNER and E/A agree, the E/A will review each Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered, but only to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, this Contract.

9.4 Applicability to E/A's Agents. The limitations upon authority and responsibility set forth in this Article 9 will also apply to the E/A's consultants, Resident Project Representative and assistants.

9.5 Visits to Project Site. If the OWNER and E/A agree, the E/A will make visits to the Project Site at intervals appropriate to the various stages of construction as E/A deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, the E/A will endeavor for the benefit of the OWNER to determine, in general, if the Work is proceeding in accordance with this Contract. The E/A will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The E/A's efforts will be directed toward providing for the OWNER a greater degree of confidence that the completed Work will conform generally to this Contract. On the basis of such visits and on-site observations, E/A will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against Defective Work. The E/A's visits and on-site observations are subject to all the limitations on the E/A's authority and responsibility set forth in this Article 9.

9.6 Resident Project Representative. If the OWNER and E/A agree, E/A will furnish a Resident Project Representative to assist the E/A in providing more continuous observation of the Work. The responsibilities and authority and limitations of any such Resident Project Representative and assistants will be as provided in this Article 9 and in the Supplemental General Conditions. The OWNER may designate another representative or agent to represent the OWNER at Project Site who is not the E/A, E/A's consultant, agent or employee.

9.7 Clarifications and Interpretations. The E/A may determine that written clarifications or interpretations of the requirements of the Technical Provisions (in the form of drawings or otherwise) are necessary. Such written clarifications or interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents, will be issued with reasonable promptness by the OWNER and will be binding on the OWNER and CONTRACTOR. If the OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times, the OWNER or CONTRACTOR may make a Claim therefore as provided in these General Conditions.

9.8 Recommendations as to Defective Work. The E/A will recommend that the OWNER disapprove or reject Work which the E/A believes to be defective, or believes will not produce a completed Project that conforms to this Contract or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by this Contract.

ARTICLE 10 – ACCEPTED EQUALS AND SUBSTITUTIONS

10.1 Accepted Equals. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item, the specification or description is intended to require the item named, unless the Contract Documents, in specifying the name, specifically authorize the use of functionally equivalent item through the use of terms such as "as equal," "or equal," or "equivalent." For purposes herein, an item is only "functionally equivalent" if it is available at the same or lower cost, and if it is sufficiently similar to the item specified, including as to durability, warranty, acquisition time, and availability, so that no change in related Work will be required, and no change in the useful life, maintenance, repair cost, or quality of the completed work is anticipated.

10.2 CONTRACTOR May Propose Substitutions. CONTRACTOR may propose a substitution for any item of material or equipment, and for any means, method, technique, sequence, or procedure of construction, specified in the Contract Documents. CONTRACTOR's will propose such substitutes at CONTRACTOR's sole cost and expense, and at CONTRACTOR's sole risk as to disruptions to the Critical Path of the current approved Progress Schedule. CONTRACTOR will provide OWNER sufficient data and documentation to allow the OWNER to review the proposal.

10.3 OWNER's Evaluation. The OWNER will be allowed a reasonable time within which to evaluate each proposal made by CONTRACTOR pursuant to this Section. The OWNER will be the sole judge of acceptability. No accepted equal or substitute will be ordered, installed, or utilized until the OWNER's review is complete, which will be evidenced by a Change Instrument. The OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety bond with respect to any accepted equal or substitution or for any other delay or disruption to the Critical Path of the Project Schedule attributable to any such substitution. The OWNER will not be responsible for any delay due to review time for any proposed substitution, unless such an extension is due to CONTRACTOR, consistent with the requirements of this Contract for changes and delays. The OWNER will not be responsible for increased costs associated with the review or approval of a proposed substitution, unless the increase is required as provided in association with changes and delays. In any event, no such extension or increase will be deemed provided unless specified in the Change Instrument approving the substitution.

10.4 CONTRACTOR to Remain Responsible. The OWNER's acceptance of a substitution will not relieve CONTRACTOR from primary responsibility and liability for the suitability and performance of any proposed substitute item or substituted method or procedure, and will not relieve CONTRACTOR from its primary responsibility and liability for curing Defective Work and performing warranty work, which CONTRACTOR will cure and perform, regardless of any claim CONTRACTOR may choose to advance against the OWNER or manufacturer.

ARTICLE 11 – DELAYS AND ADJUSTMENTS TO CONTRACT TIME AND CONTRACT PRICE

11.1 Delay. Delays are classified in one of the following categories:

11.1.1 An excusable delay is a delay caused by a Force Majeure event. An excusable delay may entitle CONTRACTOR to an extension of Contract Time but not an increase in Contract Price.

11.1.2 A compensable delay is a delay which is caused solely and exclusively by acts or omissions of the OWNER, excepting actions taken by the OWNER to protect the public health or safety or to conform to law. A compensable delay may entitle CONTRACTOR to both an extension of Contract Time and an increase in Contract Price.

11.1.3 An unexcused delay is any delay other than an excusable or compensable delay. An unexcused delay entitles CONTRACTOR to no adjustment to Contract Time or Contract Price.

11.2 Events Not Constituting a Delay. The following events will not be considered an excusable delay of any kind even though they are not anticipated by CONTRACTOR, not within CONTRACTOR's control, and are not reasonably foreseeable:

11.2.1 Events that pose no delay to items of Work on the Critical Path of the current approved Progress Schedule.

11.2.2 Events that would not prevent CONTRACTOR from achieving Final Completion before the expiration of the Contract Time, where CONTRACTOR may otherwise accelerate other items of Work without undue expense.

11.2.3 Weather, unless the weather is more severe than the adverse weather normally anticipated for the Project Site for the month in question, based on a generally accepted source of data such as the National Weather Service.

11.2.4 Events, including actions of the OWNER, that impact Critical Path activity, because the activity was previously delayed due to unexcused delays.

11.3 Notice of Delay Required. CONTRACTOR will provide written notice of any actual or prospective delay promptly, and in no event later than ten days after the occurrence of the event giving rise to such delay. CONTRACTOR will give the notice to both the E/A and the Contract Administrator within the specified time. In the case of a continuing delay, CONTRACTOR will provide an initial notice and a further notice at each progress meeting throughout the duration of the delay. The notice will contain all of the specific information required in the following Subsection.

11.4 Contents/Supporting Documents. CONTRACTOR's notice of delay will identify those portions of the current approved Progress Schedule affected by the delay and will include an estimate of the cost and probable effect of the delay, if any, on the progress of the Work. Supporting documentation will include, but is not limited to:

11.4.1 A written detailed statement of the reasons and causes for the delay;

11.4.2 Inclusive dates of the delay;

11.4.3 Specific trades and portions of the Work affected by the delay;

11.4.4 Status of Work affected before commencement of the delay;

11.4.5 Effect of the delay on available "float" time;

11.4.6 A Critical Path Method (CPM) analysis demonstrating that the delay has affected an activity then on the Critical Path at the time of the occurrence of the delay as shown on the most current approved Progress Schedule; and

11.4.7 If CONTRACTOR claims that the delay is an excusable delay or compensable delay, evidence that the delay was unforeseeable, beyond CONTRACTOR's control, and without the fault or negligence of CONTRACTOR or the negligence of anyone for whose acts CONTRACTOR is responsible including any subcontractor, sub-subcontractor or supplier; and in the case of a compensable delay, was caused solely and

exclusively by the acts or omissions of the OWNER (excepting actions taken by the OWNER to protect the public health or safety or to conform to law) or anyone for whose acts the OWNER is responsible, and which are unreasonable under the circumstances involved and not reasonably within the contemplation of the parties.

11.5 Failure to Comply with Notice Requirements. The notice required by this Article 11 operates as a condition precedent to the assertion of any claim for extension of Contract Time, increase in Contract Price, or damages by CONTRACTOR. If CONTRACTOR fails to give the OWNER timely written notice of a claim as required by this Article 11, CONTRACTOR will be deemed to have waived the claim, and the OWNER will have no further liability respecting the claim.

11.6 Review and Adjustment of Schedules. Upon receipt of a notice from CONTRACTOR of the occurrence of a delay complying with the requirements of this Article, the OWNER will review the current approved Progress Schedule to determine (i) whether the delay is in fact an excusable or compensable delay, and (ii) whether any adverse effects of the delay can be overcome by an adjustment in the Progress Schedule, including the application of any unused "float" time available in the Schedule. The OWNER may require CONTRACTOR to submit a more detailed Progress Schedule than previously required in order to permit the OWNER to evaluate the delay. Based on such review, CONTRACTOR will, if required by the OWNER, submit for the OWNER's approval a revised Progress Schedule, which minimizes the adverse effects of the delay.

11.7 Limitation on Adjustments Due to Delays Generally. No extension of the Contract Time or increase in the Contract Price will be allowed for an unexcused delay. No extension of the Contract Time or increase in the Contract Price will be made to the extent that performance is, was or would have been suspended, delayed or interrupted by another cause for which CONTRACTOR is responsible. No increase in the Contract Price will be made to the extent performance was or would have been suspended, delayed or interrupted by another cause for which the OWNER is not solely and exclusively responsible.

11.8 Additional Limitations on Adjustments to Contract Time Due to Delays. No extension of Contract Time will be provided where, notwithstanding a Force Majeure event or other claimed delay, CONTRACTOR may achieve Final Completion within the Contract Time through adjustments to the current approved Progress Schedule.

11.9 Additional Limitations on Adjustments to Contract Price Due to Delays. Any obligation on the part of the OWNER to pay CONTRACTOR for compensable delay is solely intended to reimburse CONTRACTOR for actual expense arising out of the compensable delay. No consequential damages will be allowed to CONTRACTOR in connection with any claimed delays. Damages for compensable delay will be determined by the Force Account method set forth in Subsection 13.3.2.

11.9.1 Standby equipment costs will not be allowed during periods when the equipment would have otherwise been idle. Standby equipment time will not exceed more than eight hours per day, 40 hours per week, and 176 hours per month. Standby equipment costs will be paid at 50 percent of the applicable Rental Rate Blue Book rates and calculated by dividing the monthly rate by 176, multiplying the result by the number of standby hours and multiplying that number by the regional adjustment factor and the rate adjustment factor contained in the Blue Book. Operating costs will not be allowed.

11.10 Liquidated Damages Due to CONTRACTOR's Delays. Liquidated Damages, if any, are set forth in the Contract form.

11.11 No Damages are Due to CONTRACTOR for Prevention of Early Completion. CONTRACTOR represents that its Bid includes all costs, overhead and profit which may be incurred throughout the Contract Time, including the period between Substantial and Final Completion. Accordingly, CONTRACTOR may not make any claim for delay damages based in whole or in part on the premise that CONTRACTOR would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

11.12 Acceleration to Avoid Delays. If CONTRACTOR's progress is not maintained in accordance with the current approved Progress Schedule, or the OWNER determines that CONTRACTOR is not diligently proceeding with the Work or has evidence reasonably indicating that CONTRACTOR will not be able to conform to the current approved Progress Schedule, CONTRACTOR will, promptly and at no additional cost to the OWNER, take all

measures necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and notify the OWNER thereof. Any extension of working hours requires approval of the OWNER, which will not be unreasonably withheld but may be subject to reasonable conditions including payment for additional or overtime services of the OWNER the Architect/Engineer and any other applicable consultants, testing or regulatory agency costs.

ARTICLE 12 – CHANGES

12.1 Materially Different Site Conditions. For purposes herein, "materially different site conditions" means conditions that are different from those indicated in the Contract Documents, that are unknown to CONTRACTOR, and that could not be reasonably anticipated based upon the following: (i) typical soil or subsurface conditions for the area in which the Project Site is located; (ii) site visits CONTRACTOR made, or was encouraged or permitted to make by the Bid Documents, prior to Bid submission; or (iii) a careful review of any Site-Related Reports.

12.1.1 CONTRACTOR may be entitled to an increase in Contract Time for materially differing site conditions as an excusable delay as provided in Article 11, subject to the exclusions and conditions of that article including notice requirements.

12.1.2 CONTRACTOR may also be entitled to an increase in Contract Price for materially different site conditions, where these conditions will require additional labor or materials, or both, exceeding the amount estimated in the Schedule of Values or Bid Schedule, as applicable, by 5% or more, provided, that CONTRACTOR complies with the notice requirements in Section 12.3. In such instance, the basis for adjusting Contract Price is set forth in Section 13.3.

12.2 Materially Different Structural Conditions (Remodeling or Renovation Contracts). If this is a Contract for a remodeling or renovation of an existing structure and CONTRACTOR encounters materially different conditions in the structure (not as to the Site or subsurface conditions) from those indicated in the Contract Documents provided by the OWNER as part of the Bid or Proposal Documents, CONTRACTOR will give written notice thereof to the OWNER and the E/A promptly before conditions are disturbed and in no event later than ten days after first observing such conditions. Failure of CONTRACTOR either (i) to provide notice before disturbing the existing conditions or (ii) failure to give notice within ten days of first observing such conditions is conclusively deemed a waiver of any claim relating to such conditions.

12.2.1 Investigation and Determination. The E/A will promptly investigate any alleged differing conditions as to the structure (but not as to the Site or subsurface conditions) and provide a written report of its findings to the OWNER. If the OWNER finds that the conditions of the structure differ materially and require a change in the Work and cause an increase or decrease in CONTRACTOR's cost of, or time required for, performance of any part of the Work, the OWNER may make an adjustment in the amount payable to CONTRACTOR or the Contract Time, as applicable. If the OWNER determines that the conditions of the structure are not materially different or that no change in the terms of the Contract is justified, the OWNER will so notify CONTRACTOR in writing.

12.3 Constructive Changes and Disputed Adjustments.

12.3.1 Notice to the OWNER and E/A. CONTRACTOR will advise the OWNER and the E/A in writing promptly and in no event later than ten days after (i) issuance of any interpretation, clarification, instruction, direction or order whether orally or in writing from either the OWNER or the E/A, or (ii) the occurrence of any event or discovery of any condition (including any condition as provided in Section 12.1 and if applicable, 12.2), which CONTRACTOR believes or has reason to believe entitles CONTRACTOR to an increase in the amount payable to CONTRACTOR or an extension of the Contract Time; and except in the case of an emergency involving possible loss of life or bodily injury or significant property damage, the required written notice will be provided prior to proceeding with the Work. Failure of CONTRACTOR to provide such notice constitutes an acceptance of the interpretation, clarification, instruction, direction, order, event, or condition without adjustment to the Contract Price or the Contract Time and a conclusive waiver of any claim relating to the same. In order to be valid, a claim for an adjustment of Contract Price or Contract Time must contain the specific adjustment requested and must be supported by a detailed explanation of the basis for the claim. In addition to be valid, a claim for increase in

Contract Time must be supported by the documentation specified in Subsection 11.4, and a claim for an increase in the Contract Price must be documented and calculated as specified in Subsection 13.3.2. Failure of CONTRACTOR to object as and when specified in this Subsection is deemed an acceptance of interpretation, clarification, instruction, direction or order as issued and a waiver of any claim by CONTRACTOR to any adjustment to the Contract Price or the Contract Time.

12.3.2 Disputed Adjustments. All disputed adjustments under this Contract will be determined in accordance with the Contract, Article IX if, as conditions precedent thereto, CONTRACTOR has timely provided all notices and objections required under the terms of the Contract.

ARTICLE 13 - CHANGE INSTRUMENTS

13.1 Introduction.

13.1.1 The OWNER may issue a Change Instrument to require changes in the Work without invalidating the Contract.

13.1.1.1 A Field Directive may be issued to require minor changes in the Work that, in the OWNER's view, do not change the Scope of Work, present a delay, or require an adjustment to Contract Time or Contract Price. Examples of such situations where Field Directives may be appropriate are unanticipated field conditions or unavailability of specified materials and equipment.

13.1.1.2 All other changes to the Work will require the issuance of a Change Order issued in conformance with these General Conditions.

13.2 Change Order Required for Contract Time and Contract Price Adjustments. Adjustments to Contract Time or Contract Price will be granted only through a properly-issued Change Order.

13.3 Change Orders Adjusting Contract Price. All Change Orders adjusting Contract Price will be invalid unless approved in accordance with the authority provided by the Purchasing Code.

13.3.1 Basis for Contract Price Adjustment. Subject to any federal procurement standards that may apply if the Project is a federally funded project, in which case the standards will govern to the extent of conflict, a Change Order may provide for an adjustment in the Contract Price based only on one of the following methods:

13.3.1.1 Unit Prices as stated in the Bid Schedule.

13.3.1.2 A fixed not-to-exceed or lump sum agreed to by the OWNER and CONTRACTOR and stated in the Change Order, properly itemized and supported by sufficient substantiating data to permit evaluation which will be limited to estimated costs of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead (which includes office overhead and site-specific overhead and general conditions) of 10% if the Work is performed by CONTRACTOR, or 5% if the Work is performed by a subcontractor or sub-subcontractor. The subcontractors' or sub-subcontractors' overhead and profit in turn will not exceed 10%. The total percentage of overhead and profit payable by the OWNER (to both CONTRACTOR and all sub tier subcontractors), regardless of the sub-tier which performs the work, will not exceed 15%.

13.3.3.3 Actual costs, properly itemized, plus a profit factor, using the Force Account method set forth in Section 13.3.2.

13.3.3.4 In the absence of an agreement between the OWNER and CONTRACTOR, the OWNER will determine the amount of the Contract Price Adjustment using any of the methods outlined in Subsections 13.3.1.1 – 13.3.1.3, above, whichever will result in the lowest cost to the OWNER.

13.3.3.5 No cost will be included in a Change Order for time spent preparing the Change Order, nor will costs be included for an estimate of time to negotiate the Change Order costs for machinery, tools, or equipment.

13.3.2 Force Account Method for Contract Price Increases. Before using the Force Account method provided for herein, the OWNER and CONTRACTOR agree to negotiate a Change Order using the other methods identified in Subsection 13.3.1, above, as appropriate, to determine the adjustment in the Contract Price. If neither of these methods can be agreed upon before a change in the Work is commenced which will result in an adjustment in the Contract Price, then the change in the Work will be performed by a Change Order using the Force Account method, and payment will be made as follows:

13.3.2.1 For all personnel, CONTRACTOR will receive actual field cost wage rates for each hour that said personnel are actually engaged in such Work, as substantiated by its certified payroll, to which will be added an amount equal to 15% of the sum thereof as compensation for CONTRACTOR's and any effected subcontractor's total overhead and profit. No separate charge will be made by CONTRACTOR or its subcontractor(s) for organization or overhead expenses. CONTRACTOR will also receive an amount equal to 55% of the wages paid personnel, excluding the 15% compensation provided above, for CONTRACTOR's and any effected subcontractor's cost of premiums on liability insurance, workers' compensation insurance, social security and unemployment insurance. The actual cost of CONTRACTOR's bond(s) on the extra Work will be paid based on invoices from surety. No charge for superintendence will be made unless considered necessary and ordered by the OWNER.

13.3.2.2 CONTRACTOR will receive the actual cost, including freight charges, of the materials used and installed on such Work, to which costs will be added a sum equal to 20% thereof as compensation for CONTRACTOR's and any effected subcontractor's total overhead and profit. In case material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.

13.3.2.3 For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by the OWNER and CONTRACTOR, the OWNER will allow CONTRACTOR the applicable daily, weekly or monthly rate as given in the latest edition of the "Rental Rate Blue Book" as published by EquipmentWatch (1-800-669-3282) for each hour that said equipment is in use on such work, which rate includes the cost of fuel, lubricants and repairs. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. If the equipment is used intermittently during the Work, full payment for an eight-hour day will be made if the equipment is not idle more than four hours of the day. If the equipment is idle more than four hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be allowed on the equipment for CONTRACTOR's or any affected subcontractor's overhead and profit. The OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in this Paragraph for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.

13.3.2.4 The compensation provided for herein, will be received by as payment in full for work done pursuant to the Change Order and will include use of small tools, and total overhead expense and profit. CONTRACTOR and the OWNER will compare records of work done by Change Order at the end of each day. Copies of these records will be made upon forms provided for this purpose by the OWNER and signed by both the OWNER and CONTRACTOR, with one copy being retained by the OWNER and one by CONTRACTOR. Refusal by CONTRACTOR to sign these records within two working days of presentation does not invalidate the accuracy of the record.

13.3.3 Additional Performance Security in Conjunction with Change Order. The CITY may require CONTRACTOR to increase or supplement previously-provided Performance Security to cover any additional costs of performing services required under a Change Order that increases Contract Price, commensurate with such additional cost. In such instance, any compensation due CONTRACTOR for CONTRACTOR's cost of providing such increase or supplement will be reflected in the Change Order or otherwise borne by CONTRACTOR.

13.4 Payment for Work Covered by Change Order. Additional monies due CONTRACTOR pursuant to a valid Change Order providing for an adjustment to the Contract Price, will be paid for in accordance with the

Progress Payment schedule established by the Contract, in which case payment will be subject to retainage requirements set forth in the Contract; or at the time of Final Payment.

13.5 Absence of Proposed Adjustments. If a Change Instrument is silent as to any adjustment to the Contract Price or the Contract Time, it will be conclusively presumed that none is intended and none will be allowed unless CONTRACTOR files an objection as and when specified in the following Subsection.

13.6 Action upon Receipt of Change Instrument. Upon receipt of a Change Instrument, CONTRACTOR will promptly proceed with the change in the Work involved.

13.6.1 CONTRACTOR will advise the OWNER in writing, promptly and in any event no later than ten days after issuance of the Unilateral Change Instrument, of CONTRACTOR's objection (i) to the amount or method, if any, provided for in the Change Instrument for adjustment to Contract Price or Contract Time, or (ii) to the absence of any adjustment to the Contract Price or Contract Time. In order to be valid, a claim for an adjustment of Contract Price or Contract Time, must contain the specific adjustment requested, must be supported by a detailed explanation of the basis for the claim. In addition, to be valid a claim for increase in Contract Time must be supported by the documentation specified in Subsection 11.4, and a claim for an increase in the Contract Price must be documented and calculated as specified in Subsection 13.3.1. Failure of CONTRACTOR to object as and when specified in this Subsection is deemed an acceptance of the Unilateral Change Order as issued and a waiver of any claim by CONTRACTOR to any adjustment to the Contract Price or the Contract Time.

13.7 Waiver of Claim. Except for emergencies involving possible loss of life or bodily injury or significant property damage, CONTRACTOR's commencement of the Work that is subject to a Change Instrument will constitute a complete waiver by CONTRACTOR as to such claim regardless of whether CONTRACTOR has within the ten-day period notified the OWNER of a claim consistent with the requirements of Subsection 13.6.1.

13.8 OWNER's Right to Use Third Parties for Additional Work. If the OWNER and CONTRACTOR are unable to negotiate the terms of a Change Order for the performance of additional Work, the OWNER may, at its election, perform such additional Work with its own forces or with another CONTRACTOR and such work will be considered "Other Work."

13.9 OWNER's Right to Accelerate Schedule. The OWNER reserves the right to issue a Change Instrument to accelerate the Work which may be subject to an appropriate adjustment, if any, in the Contract Price. If the OWNER requires an acceleration of the Project Schedule and no adjustment is made in the Contract Price, or if CONTRACTOR disagrees with any adjustment made, any claim an adjustment must comply with the requirements of Subsection 13.6.1 or be deemed to be conclusively waived.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL AND ACCEPTANCE OF DEFECTIVE WORK

14.1 Access to Work. The OWNER, including the Contract Administrator and other employees and agents, including E/A and E/A's consultants, independent testing laboratories, and governmental agencies having jurisdiction, will each have access to the Work at reasonable times for observing, inspecting and testing. CONTRACTOR will provide them proper and safe conditions for such access, and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

14.2 Tests and Inspections.

14.2.1 CONTRACTOR will give timely notice of readiness of the Work for all required inspections, tests or approvals, and will cooperate with inspection and testing personnel to facilitate required inspections or tests. All testing will be performed by the CONTRACTOR. Only verification testing will be performed by the CITY. CONTRACTOR is not required to enter test results into MAC.

14.2.2 The OWNER will employ and pay for services of an independent testing laboratory to perform all inspections, tests or approvals required by the Contract Documents except:

- .1 For inspections, tests or approvals covered by Paragraph 14.2.3 below;
- .2 That costs incurred with tests or inspections conducted pursuant to Paragraph 14.3.3 below will be paid as provided in Paragraph 14.3.3;
- .3 For re-inspecting or re-testing Defective Work; and
- .4 As otherwise specifically provided in the Contract Documents. All testing laboratories will meet the requirements of ASTM E-329.

14.2.3 If Legal Requirements specifically require any Work (or part thereof) to be inspected, tested, or approved by an employee or other representative of a governmental or related authority, CONTRACTOR will assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith and furnish the OWNER the required certificates of inspection or approval.

14.2.4 CONTRACTOR will also be responsible for arranging and obtaining and will pay all costs in connection with any inspections, tests or approvals required for the OWNER's and E/A's review of materials or equipment to be incorporated in the Work, or of materials, mix designs or equipment submitted for review prior to CONTRACTOR's purchase thereof for incorporation in the Work.

14.3 Uncovering Work.

14.3.1 If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of the Contract Administrator, or if any Work is covered contrary to the written request of the Contract Administrator, it will, if requested by the Contract Administrator, be uncovered and recovered at CONTRACTOR's expense.

14.3.2 Uncovering Work as provided in Paragraph 14.3.1 above, will be at CONTRACTOR's expense unless CONTRACTOR has given the OWNER timely notice of CONTRACTOR's intention to cover the same and the OWNER has not acted within five working days to such notice.

14.3.3 If the OWNER considers it necessary or advisable that covered Work be observed, inspected or tested, CONTRACTOR will uncover, expose or otherwise make available for observation, inspection or testing that portion of the Work in question, furnishing all necessary labor, material and equipment. If the OWNER determines that such Work is defective, CONTRACTOR will pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and the OWNER will be entitled to an appropriate decrease in the Contract Price, and may make a Claim therefore as provided in these General Conditions. However, if such Work is not found to be defective, CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and CONTRACTOR may make a Claim therefore as provided in these General Conditions.

14.4 The OWNER May Stop the Work.

14.4.1 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to this Contract, the OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the OWNER to stop the Work will not give rise to any duty on the part of the OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

14.4.2 If CONTRACTOR fails to correct Defective Work or submit a satisfactory plan to take corrective action, with procedure and time schedule, the OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until cause for such order has been eliminated, or take any other action permitted by this Contract. A notice to stop the Work, based on defects, will not stop calendar or Working Days charged to the Project.

14.5 Correction or Removal of Defective Work. If required by the OWNER, CONTRACTOR will promptly, as directed, either correct all Defective Work, whether or not fabricated, installed or completed, or, if the Work has

been rejected by the OWNER, remove it from Project Site and replace it with Work that is not defective. CONTRACTOR will correct or remove and replace Defective Work, or submit a plan of action detailing how the deficiency will be corrected, within the time frame identified in the notice of Defective Work. CONTRACTOR will pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

14.6 Correction Required. If within the Warranty Period, or such longer period of time as may be prescribed by Legal Requirements or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work, including Work performed after the Substantial Completion date, is found to be defective, CONTRACTOR will promptly, without cost to the OWNER and in accordance with the OWNER's written instructions:

14.6.1 Correct such Defective Work, or, if it has been rejected by the OWNER, remove it from Project Site and replace it with Work that is not defective, and

14.6.2 Satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the Defective Work.

If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the Defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR. The warranty period will be deemed to be renewed and recommenced in connection with the completed items of Work requiring correction.

14.7 Coordination with OWNER. If correction of Defective Work will affect the function or use of the facility, CONTRACTOR will not proceed with correction of Defective Work without prior coordination and approval of the OWNER.

14.8 Acceptance of Defective Work. If, instead of requiring correction or removal and replacement of Defective Work, the OWNER decides to accept it, the OWNER may do so. CONTRACTOR will pay all claims, costs, losses and damages attributable to the OWNER's evaluation of and determination to accept such Defective Work. For purposes of this Section, the OWNER's acceptance of sample materials or equipment will not be deemed to be acceptance of Defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating the OWNER for the diminished value of the Defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to the OWNER after a calculation by the OWNER of the diminution in value of the Defective Work.

14.9 The OWNER May Correct Defective Work. If CONTRACTOR fails within a reasonable time after written notice of the OWNER to correct Defective Work, or to remove and replace rejected Work, or if CONTRACTOR fails to perform the Work in accordance with this Contract, or if CONTRACTOR fails to comply with any other provision of this Contract, the OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. If, in the opinion of the Contract Administrator, significant progress has not been made during this seven-day period to correct the deficiency, the OWNER may exercise any actions necessary to remedy the deficiency. In exercising the rights and remedies under this paragraph, the OWNER will proceed expeditiously. In connection with such corrective and remedial action, the OWNER may exclude CONTRACTOR from all or part of Project Site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at Project Site or for which the OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR will allow the OWNER, its agents and employees, the OWNER's other contractors, E/A and E/A's consultants access to Project Site to enable the OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by the OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions to this Contract with respect to the Work. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's Defective Work. CONTRACTOR will not be allowed an

extension of the Contract Times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by the OWNER of the OWNER's rights and remedies hereunder.

14.10 Testing and Inspections Outside of Working Hours. This Contract contemplates that all testing and inspections will be done during Working Hours as defined herein. Whenever the OWNER is required to test or inspect outside of Working Hours, on weekends, or during Holidays observed by the OWNER, the OWNER will be entitled to a reduction in the Contract Price to the extent of any overtime costs incurred by the OWNER, unless such testing or inspection is required to be performed at that time due to:

14.10.1 Emergency conditions that are not the fault of CONTRACTOR, and subcontractors, sub-subcontractors, suppliers, or other persons for whom CONTRACTOR is responsible;

14.10.2 A Force Majeure event, the OWNER's disruption, or other events which, pursuant to this Contract, would otherwise require an extension of the Contract Time.

14.11 CONTRACTOR Remains Responsible for the Work. The following will not be deemed to be a release of CONTRACTOR's obligation to perform the Work in accordance with this Contract:

14.11.1 Observations by the E/A;

14.11.2 The issuance of a Certificate of Substantial Completion or any payment by the OWNER to CONTRACTOR under this Contract;

14.11.3 Partial use or occupancy of the Work or any part thereof by the OWNER;

14.11.4 Any acceptance by the OWNER or any failure to do so;

14.11.5 Any review of a Shop Drawing or sample submittal;

14.11.6 Any inspection, test or approval by others; or

14.11.7 Any correction of Defective Work by the OWNER.

ARTICLE 15 – PROGRESS PAYMENTS, PARTIAL UTILIZATION AND FINAL COMPLETION

15.1 General Method of Payment. Payment of the Contract Price will be made in a series of Progress Payments and after Final Completion, a Final Payment, in accordance with this Article.

15.1.1. If CONTRACTOR has provided Payment and Performance Bonds, no payment will be made unless and until CONTRACTOR records the bonds and provides the OWNER certified copies of the recorded bonds in accordance with Florida Statutes Section 205.05(b).

15.2 Application for Payment. CONTRACTOR may submit to the OWNER, no more than once a month and no sooner than 30 days following commencement of the Work, an application for payment for those portions of the Work completed as of the date of the application. The OWNER may, by notice, designate a specific day of each month for submission of the application for payment. Each application for payment will be in a form acceptable to the OWNER, and will include the following documentation and information:

15.2.1 The current approved Progress Schedule;

15.2.2 If applicable, the Schedule of Values;

15.2.3 Unless CONTRACTOR has provided payment and performance bonds and recorded them in the public records as provided in Florida Statutes Section 205.05, releases of liens from subcontractors or suppliers.

15.2.4 CONTRACTOR's written certification (i) as to the value of the Work completed, (ii) that partial or final waivers of lien have been received covering all such Work, (iii) and that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid;

15.2.5 If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at Project Site or at another location agreed to in writing, the application for payment by such bills of sale, data, and other procedures satisfactory to the OWNER substantiating the OWNER's title to such materials or equipment or otherwise protecting the OWNER's interest; and

15.2.6 A completed Minority and Women-Owned Business Enterprise (MBE/WBE) Usage Report, using forms provided by the OWNER. CONTRACTOR will complete all blank spaces shown on these Report forms. If no amounts have been paid to MBE/WBE subcontractors, the completed form will so indicate.

Each application for payment will be deemed to be a warranty and guarantee by CONTRACTOR that title to all Work, materials and equipment covered by the application, whether incorporated in the Project or not, will pass to the OWNER free and clear of all liens no later than the time of payment to CONTRACTOR.

15.3 Review of Application for Payment. As soon as practicable after receipt of an application for Payment, and within the 20-day period following receipt of the application as provided by the Prompt Payment Act, the OWNER will approve, partially approve, or reject the application. The OWNER will provide written notice if payment is rejected or partially rejected, specifying the deficiency in the application for payment and the action necessary to make the request proper. In addition to rejecting payment of all or a portion of the application for failure to comply with submittal requirements referenced above, the OWNER will have the right to reject all or a portion of the application for any of the following reasons:

15.3.1 Defective Work not remedied;

15.3.2 Third party Claims filed or reasonable evidence indicating probable filing of such Claims;

15.3.3 Unless CONTRACTOR has provided payment and performance bonds and complied procedurally with Florida Statutes Section 205.05, failure of CONTRACTOR to make payments properly to subcontractor or for labor, materials or equipment;

15.3.4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

15.3.5 Damage to the OWNER or another CONTRACTOR;

15.3.6 Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

15.3.7 Failure of CONTRACTOR to submit a Schedule of Values in accordance with the Contract Documents, if one is required;

15.3.8 Failure of CONTRACTOR to submit a submittal schedule in accordance with the Contract Documents;

15.3.9 Failure of CONTRACTOR to submit and update a Progress Schedule in accordance with the Contract Documents;

15.3.10 Failure of CONTRACTOR to maintain a record of changes on drawings and documents;

15.3.11 Failure of CONTRACTOR to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of the OWNER;

15.3.12 CONTRACTOR's neglect or unsatisfactory prosecution of the Work, including failure to clean up;
or

15.3.13 CONTRACTOR's failure to comply with any provision of this Contract.

If any portion of the application is rejected the OWNER will provide CONTRACTOR a written notice as to the reasons for rejection, within the time frame provided in the Prompt Payment Act. CONTRACTOR will then make the necessary corrections and re-submit the application or portion of application rejected.

15.4 Progress Payments. The OWNER will make payment on an approved or partially approved application, less amounts set aside for retainage within the deadlines provided by the Prompt Payment Act. If CONTRACTOR and the OWNER disagree on the basis or amount of the payment, or if CONTRACTOR is unwilling to make the necessary corrections or modifications and re-submit the Request as to those items rejected by the OWNER, then the OWNER may approve and process the Request by making such adjustments thereto as the OWNER deems appropriate so that CONTRACTOR receives without delay, payment of the amount determined by the OWNER to have been earned and owing to CONTRACTOR.

15.5 Amounts Withheld from Progress Payments. The OWNER will withhold an amount from each such approved progress payment, as follows:

15.5.1 If the Contract Price is \$200,000 or more, the amount of retainage will be determined by the Prompt Payment Act, which as of the Effective Date provides for a 10% retainage until 50-Percent Completion, and a 5% retainage thereafter.

15.5.2 In all other instances, the amount of retainage will be ten percent for each progress payment.

Subject to any limitations that may be imposed by the Prompt Payment Act if applicable, the OWNER will hold all retainage until Final Payment. However, if the Work is near Substantial or Final Completion and delay occurs due to no fault or neglect of CONTRACTOR, the OWNER may pay a portion of the retained amount to CONTRACTOR. CONTRACTOR, at the OWNER's option, may be relieved of the obligation to complete the Work and thereupon, CONTRACTOR will receive payment of the balance due for the work completed and accepted, subject to the conditions applicable to OWNER's termination of work without cause.

15.6 Delayed Payments. Should the OWNER fail to make payment to CONTRACTOR of the amount approved for any application for payment within the time frames provided in the Prompt Payment Act, the OWNER will pay to CONTRACTOR, in addition to amount approved, interest thereon at the rate specified in the Act, from date due until fully paid, which will fully liquidate any injury to CONTRACTOR growing out of such delay in payment.

15.7 Substantial Completion.

15.7.1 When CONTRACTOR considers that the Work, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, CONTRACTOR will notify the OWNER and request a determination as to whether the Work or designated portion thereof is substantially complete. If the OWNER does not consider the Work substantially complete, the OWNER will notify CONTRACTOR giving reasons therefore. After performing any required Work, CONTRACTOR will then submit another request for the OWNER to determine Substantial Completion. If the OWNER considers the Work substantially complete, the OWNER will prepare and deliver a certificate of Substantial Completion which will establish the date of Substantial Completion, will include a punch list of items to be completed or corrected before Final Payment, will establish the time within which CONTRACTOR will finish the punch list, and will establish responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with this Contract. The Work will not be deemed to be substantially or finally complete until any certificates of occupancy required to occupy the Project are issued. The OWNER and CONTRACTOR will both sign the certificate of Substantial Completion, to evince acceptance of the responsibilities assigned to them in such certificate.

15.8 Partial Utilization. The OWNER will have the option to use any portion of the Work prior to Substantial Completion of the Project where:

15.8.1 The Contract Documents specifically provide for such portion to be partially utilized prior to Substantial Completion; or

15.8.2 Upon the OWNER's request, if CONTRACTOR agrees and, upon joint inspection, the parties agree that the portion of the Work in question is Substantially Complete. In such instance, the OWNER will issue a certificate of Substantial Completion, attaching thereto a punch list of items to be completed or corrected before Final Payment and fixing the responsibility between the OWNER and CONTRACTOR for maintenance, heat and utilities as to that part of the Work.

The OWNER will have the right to exclude CONTRACTOR from any part of the Work which is so certified to be Substantially Complete but the OWNER will allow CONTRACTOR reasonable access to complete or correct items on the punch list.

15.9 Final Inspection and Final Completion. CONTRACTOR will provide the OWNER the Notice of Completion sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction of all Punch List Work before the Completion Date. Upon receipt of CONTRACTOR's Notice of Completion, the OWNER will make a review of the Work and notify CONTRACTOR in writing of all Punch List Work, if any, to be completed or corrected. Following CONTRACTOR's completion or correction of all Punch List Work, the OWNER again review the Work and prepare and deliver to CONTRACTOR either a written notice of additional Punch List Work to be completed or corrected or a written Certificate of Final Completion, signifying final acceptance of the Work.

15.9.1 If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation, at the OWNER's option the OWNER may issue a Certificate of Final Completion on the condition that CONTRACTOR executes a re-vegetation letter, with letter of credit or other guarantee in form and amount satisfactory to the OWNER, to ensure completion of this item. This Work will be accomplished within 120 days of the date of Final Completion of the Work. When permanent erosion control has been established, the OWNER will initiate an inspection for final acceptance of the erosion controls. If the re-vegetation is not completed within the 120 days, the OWNER, at its option, may complete the Work using the posted guarantee.

15.9.2 In all other instances, the OWNER will only be obligated to issue a Certificate of Final Completion accepting the Work as finally complete, when the whole and all parts thereof will have been completed to the satisfaction of the OWNER in full compliance with this Contract.

15.10 Final Application for Payment. As soon as practical after the OWNER's issuance of the Certificate of Final Completion, CONTRACTOR will submit to the OWNER a properly completed application for Final Payment in the form approved or provided by the OWNER. The application will include or attach the following:

15.10.1 Three complete manuals containing all maintenance and operating instructions, warranties, and other associated documents for equipment or other materials that have been installed or otherwise included in the Work;

15.10.2 Record documents (as provided in Paragraph 6.11.2 of these General Conditions);

15.10.3 Unless CONTRACTOR has provided payment and performance bonds and procedurally complied with Florida Statutes, Section 205.05:

15.10.3.1 Legally effective final releases or waivers of liens from CONTRACTOR, and from all subcontractors and sub-subcontractors which performed services for CONTRACTOR and all suppliers of material or equipment to CONTRACTOR;

15.10.3.2 An affidavit that all of CONTRACTOR's debts, and claims, including from all subcontractors, subcontractors, and suppliers in connection with the Work, have been paid or otherwise satisfied;

15.10.4 Complete and legally effective releases or waivers satisfactory to the OWNER of all claims other than claims of subcontractors, Sub-subcontractors, and suppliers, filed in association with the Work;

15.10.5 The consent of the surety, if any, to final payment;

15.10.6 Non-Use of Asbestos Affidavit (After Construction);

15.10.7 Certificate evidencing that required insurance will remain in force after final payment and through the warranty period; and

15.10.8 Any other documentation required pursuant to this Contract.

15.11 If Final Application is Rejected. If the OWNER rejects the request for Final Payment, the OWNER will provide CONTRACTOR written notice stating the reasons therefore within the time required by the Prompt Payment Act.

15.12 Final Payment; Waiver of Claims. Final Payment will be deemed to have taken place when CONTRACTOR or any of its representatives negotiates the OWNER's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return. The making and acceptance of Final Payment will constitute:

15.12.1 A waiver of claims by the OWNER against CONTRACTOR, except claims arising from unsettled claims, from Defective Work appearing after final inspection, from failure to comply with this Contract or the terms of any warranty specified therein, or from CONTRACTOR's continuing obligations under this Contract; and

15.12.2 A waiver of all claims by CONTRACTOR against the OWNER other than those which were made in writing through the date that the check for final payment was issued and which are unsettled.

15.13 Partial Final Payment in Extenuating Circumstances. If the OWNER determines that after CONTRACTOR has achieved Substantial Completion, Final Completion is materially delayed through no fault of CONTRACTOR, the OWNER may without terminating this Contract, make payment of balance due for that portion of the Work fully completed and accepted. Such payment will be made under the terms and conditions governing Final Payment, except that it will not constitute a waiver of claims by the OWNER, and will not cause a transfer of title or relieve CONTRACTOR for responsibility for the Substantially Completed Work.

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

16.1 The OWNER May Suspend Work Without Cause. At any time and without cause, the OWNER may suspend the Work or any portion thereof for a period of not more than 90 days by written notice to CONTRACTOR which will fix the date on which the Work will be resumed. CONTRACTOR will resume the Work on the date so fixed. CONTRACTOR will be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if CONTRACTOR makes an approved Claim for such an adjustment as provided herein.

16.2 The OWNER May Terminate Without Cause. Upon seven days' notice to CONTRACTOR, the OWNER may, without cause and without prejudice to any right or remedy of the OWNER, elect to terminate the Contract. In such case, CONTRACTOR will be paid for completed and acceptable Work executed in accordance with this Contract prior to the date of termination, and if the Contract Price is **NOT** based on unit prices, the following:

16.2.1.1 Reasonable demobilization costs;

16.2.1.2 Reasonable anticipated profits on completed and accepted Work not previously paid and not included in separate pay items calculated to date of termination but not for anticipated profit on the entire Contract not previously paid, unabsorbed overhead, or lost opportunity; and

16.2.1.3 All claims incurred in settlement of terminated contracts with subcontractor and others, including for anticipated profits on completed and accepted Work not previously paid and not included in separate pay items calculated to date of termination but not for anticipated profit on the entire Contract not previously paid, unabsorbed overhead, or lost opportunity. CONTRACTOR agrees to negotiate in good faith with subcontractors and others to mitigate the OWNER's cost.

16.3 The OWNER May Terminate With Cause.

16.3.1 A Upon the occurrence of any one or more of the following events:

- .1 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents
- .2 If CONTRACTOR disregards or fails to comply with Legal Requirements;
- .3 If CONTRACTOR disregards the authority of the Contract Administrator or the City Manager;
- .4 If CONTRACTOR makes fraudulent statements;
- .5 If CONTRACTOR fails to maintain a work force adequate to accomplish the Work within the Contract Time;
- .6 If CONTRACTOR fails to make adequate progress and endangers successful completion of the Contract; or
- .7 If CONTRACTOR otherwise materially breaches the Contract;

The OWNER may, after giving CONTRACTOR (and the surety, if any) seven days' notice terminate the Contract. The OWNER, at its option, may proceed with negotiation with surety for completion of the Work. Alternatively, the OWNER may under these circumstances exclude CONTRACTOR from the Project Site and take possession of the Work (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at Project Site or for which the OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as the OWNER may deem expedient. In such case CONTRACTOR will not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by the OWNER arising out of or resulting from completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses and damage exceed such unpaid balance, CONTRACTOR or surety will pay the difference to the OWNER. If a termination for cause is found to be wrongful, the termination will be converted to a termination without cause, and CONTRACTOR's remedy for wrongful termination is limited to the recovery of the payments permitted for termination without cause.

16.3.2 Where CONTRACTOR's services have been so terminated by the OWNER, the termination will not affect any rights or remedies of the OWNER against CONTRACTOR and surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by the OWNER will not release CONTRACTOR from liability.

16.4 CONTRACTOR May Stop Work or Terminate. If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than 90 days by the OWNER or under an order of court or other public authority, or (except during disputes) the Contract Administrator fails to forward for processing any mutually acceptable Application for Payment within 30 days after it is submitted, or (except during disputes) the OWNER fails for 60 days after it is submitted to pay CONTRACTOR any sum finally determined by the OWNER to be due, then CONTRACTOR may, upon seven days' written notice to the OWNER, and provided the OWNER does not remedy such suspension or failure within that time, terminate the Agreement and recover from the OWNER payment on the same terms as if OWNER terminated without cause pursuant to this Contract. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if (except during disputes) the Contract Administrator has failed to forward for processing any mutually acceptable Application for Payment within 30 days after it is submitted, or (except during disputes) the OWNER has failed for 60 days after it is submitted to pay CONTRACTOR any sum finally determined by the OWNER to be due, CONTRACTOR may upon seven days' written notice to the OWNER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this Section are not intended to preclude CONTRACTOR from making a Claim for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this Section.

16.5 Discretionary Notice to Cure. In its complete discretion, the OWNER may, but is not required to, provide a Notice to Cure to CONTRACTOR and its surety to cure any of the conditions constituting a breach of Contract or an anticipatory breach of contract and, if required by the OWNER, to attend a meeting with the OWNER, regarding the Notice to Cure, the event of default or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or commenced and diligently prosecuted. Upon receipt of any Notice to Cure, CONTRACTOR will prepare a report describing its program and measures to affect the cure of the event of default or anticipatory breach of contract within the time required by the Notice to Cure. The CONTRACTOR's report will be delivered to the OWNER at least three days prior to any requested meeting with the OWNER and surety.

16.6 Bankruptcy. If CONTRACTOR declares bankruptcy or is adjudged bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed for the benefit of creditors or if a receiver is appointed by reason of CONTRACTOR's insolvency, CONTRACTOR may be unable to perform this Contract in accordance with the Contract requirements. In such an event, the OWNER may demand CONTRACTOR or its successor in interest provide the OWNER with adequate assurance of CONTRACTOR's future performance in accordance with the terms and conditions of the Contract. If CONTRACTOR fails to provide adequate assurance of future performance to the OWNER's reasonable satisfaction within ten days of such a request, the OWNER may terminate the Contract for cause or without cause, as set forth above. If CONTRACTOR fails to provide timely adequate assurance of its performance and actual performance, the OWNER may prosecute the Work with its own forces or with other contractors on a time and material or other appropriate basis and the cost of which will be charged against the balance of the Contract Price otherwise due to CONTRACTOR.

16.7 Duty to Mitigate. If the OWNER terminates this Contract or suspends CONTRACTOR's work, CONTRACTOR agrees to and will take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the OWNER.

16.8 Responsibility during Demobilization. While demobilizing, CONTRACTOR will take all necessary and reasonable actions to preserve and protect the Work, the Project Site and other property of the OWNER or others at the Project Site.

16.9 CONTRACTOR to Remove Equipment. In the case of termination of this Contract before completion for any cause whatsoever, CONTRACTOR, if notified to do so by the OWNER, will promptly remove any part or all of his equipment or supplies from the property of the OWNER; failing to, the OWNER will have the right to remove such equipment and supplies at the expense of CONTRACTOR.

16.10 CONTRACTOR to Clean Up Project Site. If either OWNER or CONTRACTOR terminates the Contract before Substantial or Final Completion, CONTRACTOR will leave the Project Site in a clean condition as if Final Completion had been achieved, unless OWNER directs otherwise; and if CONTRACTOR fails to comply clean up the Project Site as required, the OWNER may do so and the cost thereof will be charged against CONTRACTOR.

END OF GENERAL CONDITIONS SECTION

SECTION 01 1000

SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: ISB Pedestrian Bridge Repairs
- B. Owner's Name: City of Daytona Beach.
- C. The Project consists of the construction of repairs as noted on the construction documents.

1.02 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of alterations work is shown on drawings.

1.03 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.04 CONTRACTOR USE OF SITE AND PREMISES

- A. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
- B. Provide access to and from site as required by law and by Owner:
 - 1. Do not obstruct roadways, sidewalks, or other public ways without permit.
- C. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services.
 - 2. Prevent accidental disruption of utility services to other facilities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary Controls: Barriers, enclosures, and fencing.
- B. Vehicular access and parking.
- C. Waste removal facilities and services.

1.02 RELATED REQUIREMENTS

- A. Section 01 5500 - Vehicular Access and Parking.

1.03 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- D. Traffic Controls: per FDOT specifications.

1.04 VEHICULAR ACCESS AND PARKING - SEE SECTION 01 5500

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.05 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 5500
VEHICULAR ACCESS AND PARKING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Parking.
- B. Existing pavements and parking areas.
- C. Construction parking controls.
- D. Flag persons.
- E. Flares and lights.
- F. Traffic signs and signals.
- G. Maintenance.
- H. Removal, repair.

PART 2 PRODUCTS

2.01 SIGNS, SIGNALS, AND DEVICES

- A. Post Mounted and Wall Mounted Traffic Control and Informational Signs: Specified in Section 01 5813 - Temporary Project Signage.
- B. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
- C. Flag Person Equipment: As required by local jurisdictions.

PART 3 EXECUTION

3.01 PREPARATION

- A. Clear areas, provide surface and storm drainage of road, parking, area premises, and adjacent areas.

3.02 PARKING

- A. Use of designated areas of existing parking facilities by construction personnel is permitted.

3.03 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations.
- B. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.
- C. Prevent parking on or adjacent to access roads or in non-designated areas.

3.04 FLAG PERSONS

- A. Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

3.05 FLARES AND LIGHTS

- A. Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

3.06 TRAFFIC SIGNS AND SIGNALS

- A. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
- B. Install and operate automatic traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by Contractor's operations.
- C. Relocate as work progresses, to maintain effective traffic control.

3.07 MAINTENANCE

- A. Maintain traffic and parking areas in a sound condition free of excavated material, construction equipment, products and mud.
- B. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

3.08 REMOVAL, REPAIR

- A. Repair existing facilities damaged by use, to original condition.
- B. Remove equipment and devices when no longer required.
- C. Repair damage caused by installation.

END OF SECTION

SECTION 01 5813
TEMPORARY PROJECT SIGNAGE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project informational signs.

1.02 REFERENCE STANDARDS

- A. FHWA (SHS) - Standard Highway Signs; Federal Highway Administration; 2004.

1.03 QUALITY ASSURANCE

- A. Design sign and structure to withstand 50 miles/hr (80 km/hr) wind velocity.

PART 2 PRODUCTS

2.01 SIGN MATERIALS

- A. Structure and Framing: New, wood, structurally adequate.
- B. Rough Hardware: Galvanized.
- C. Lettering: Exterior quality paint, contrasting colors.

2.02 PROJECT INFORMATIONAL SIGNS

- A. Painted informational signs of same colors and lettering as Project Identification sign, or standard products; size lettering to provide legibility at 100 foot (30 m) distance.
- B. Provide municipal traffic agency directional traffic signs to and within site.

2.03 SIGNS, SIGNALS, AND DEVICES

- A. Stock Post Mounted and Wall Mounted Traffic Control and Informational Signs:

PART 3 EXECUTION

3.01 INSTALLATION

- A. Erect at designated location.
- B. Install sign surface plumb and level, with butt joints. Anchor securely.

3.02 MAINTENANCE

- A. Maintain signs and supports clean, repair deterioration and damage.

3.03 REMOVAL

- A. Remove signs, framing, supports, and foundations at completion of Project and restore the area.

END OF SECTION

SECTION 01 7419

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- E. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- F. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

PART 3 EXECUTION

2.01 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.

END OF SECTION

JOB NO.: 630311.13 DATE: 1/5/2017

To: City of Daytona Beach
Technical Services
950 Bellevue Ave
Daytona Beach, FL 32114

Re: Earnhardt Memorial Pedestrian Bridge
Routine Inspection

Attention: Mr. Rick Doyle

Gentlemen/Ladies:

We are sending you Attached under separate cover, via UPS the following items:

- | | | | |
|---|--------------------------------------|--|---|
| <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Prints | <input type="checkbox"/> Tracings | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Photographs | <input type="checkbox"/> Floppy Diskette or Tape | <input type="checkbox"/> |

COPIES	DESCRIPTION
1 original signed & sealed	Structure Inspection Report(s)
These are transmitted as checked below:	
<input type="checkbox"/> For Approval	<input type="checkbox"/> No Exceptions Noted
<input checked="" type="checkbox"/> For Your Use	<input type="checkbox"/> No Exceptions Except As Noted
<input checked="" type="checkbox"/> As Requested	<input type="checkbox"/> Returned for Correction
<input type="checkbox"/> Review & Comment	<input type="checkbox"/> Loan Prints Returned
	<input type="checkbox"/> Resubmit
	<input checked="" type="checkbox"/> Submit
	<input type="checkbox"/> Return
	<input type="checkbox"/>
	_____ Copies for Approval
	_____ Copies for Distribution
	_____ Corrected Prints

This submittal includes structure(s):

795090 – Earnhardt Memorial Pedestrian Bridge over US-92

C: Julia Blackwelder, District 5 FDOT

VOLKERT, INC.

By: 
Daniel B. Teal, P.E., Vice-President

If enclosures are not as noted, please notify us at once.



BRIDGE INSPECTION REPORT

PREPARED FOR: CITY OF DAYTONA BEACH
BRIDGE OWNER: CITY OF DAYTONA BEACH

INSPECTED BY:
VOLKERT

BRIDGE NO. 795090

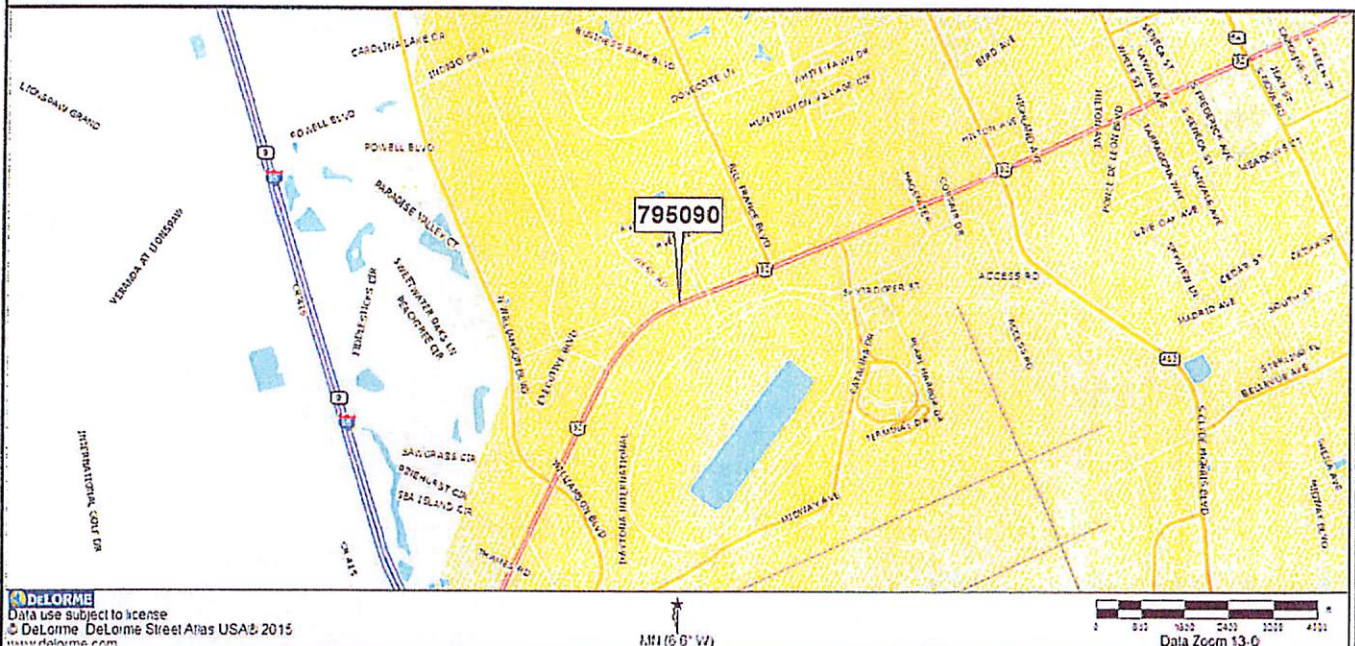
Routine Inspection

INSPECTION DATE: 11/8/2016



Earnhardt Memorial Pedestrian Bridge over US-92

500ft. West of Industrial Pkwy



This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR Report
Inspection

Structure ID: 795090
DISTRICT: D5 - Deland

INSPECTION DATE: 11/8/2016 MJSM

BY: VOLKERT, INC.	STRUCTURE NAME: Dale Earnhardt Bridge
OWNER: 4 City/Municipal Hwy Agy	YEAR BUILT: 2001
MAINTAINED BY: 4 City/Municipal Hwy Agy	SECTION NO.: 79 060 000
STRUCTURE TYPE: 3 Steel - 10 Truss-Thru	MP: 17.489
LOCATION: 500ft W of Indust Pkwy	ROUTE: 00600
SERV. TYPE ON: 3 Pedestrian-bicycle	FACILITY CARRIED: Pedestrian Overpas
SERV. TYPE UNDER: 1 Highway	FEATURE INTERSECTED: US-92 Int Spdwy BI

FUNCTIONALLY OBSOLETE

STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 11/8/2016 UNDERWATER: N/A

SUFFICIENCY RATING: -2
HEALTH INDEX: 93.93

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REPORT ID: INSP005

PRINTED: 01/05/2017

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR Report
Inspection

Structure ID: 795090

DISTRICT: D5 - Deland

INSPECTION DATE: 11/8/2016 MJSM

BY: VOLKERT, INC.
OWNER: 4 City/Municipal Hwy Agy
MAINTAINED BY: 4 City/Municipal Hwy Agy
STRUCTURE TYPE: 3 Steel - 10 Truss-Thru
LOCATION: 500ft W of Indust Pkwy
SERV. TYPE ON: 3 Pedestrian-bicycle
SERV. TYPE UNDER: 1 Highway

STRUCTURE NAME: Dale Earnhardt Bridge
YEAR BUILT: 2001
SECTION NO.: 79 060 000
MP: 17.489
ROUTE: 00600
FACILITY CARRIED: Pedestrian Overpas
FEATURE INTERSECTED: US-92 Int Spdwy BI

- THIS BRIDGE CONTAINS FRACTURE CRITICAL COMPONENTS
- THIS BRIDGE IS SCOUR CRITICAL
- THIS REPORT IDENTIFIES DEFICIENCIES WHICH REQUIRE PROMPT CORRECTIVE ACTION
- FUNCTIONALLY OBSOLETE
- STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 11/8/2016 UNDERWATER: N/A

OVERALL NBI RATINGS:

DECK: 7 Good	CHANNEL: N N/A (NBI)
SUPERSTRUCTURE: 6 Satisfactory	CULVERT: N N/A (NBI)
SUBSTRUCTURE: 7 Good	SUFF. RATING: -2
PERF. RATING: Good	HEALTH INDEX: 93.93

FIELD PERSONNEL / TITLE / NUMBER:

INITIALS

Walker, Dave - Bridge Inspector (CBI #00493) (lead)
 Wolfe, Wade - Bridge Inspector (CBI #00382)

REVIEWING BRIDGE INSPECTION SUPERVISOR:

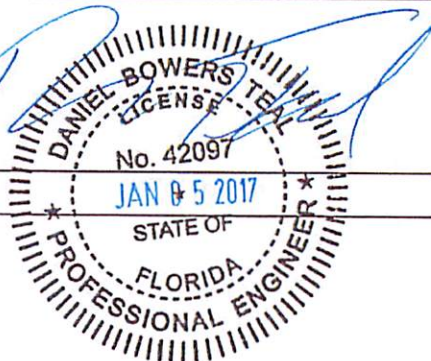
Rucks, Edward - CBI (#00273)

CONFIRMING REGISTERED PROFESSIONAL ENGINEER:

Teal, Daniel - PROJECT MANAGER (PE # 42097)
 VOLKERT, INC.
 CERTIFICATE OF AUTHORIZATION NUMBER 4641
 1408 N. Westshore Boulevard, Suite 600
 Tampa, FL 33607

SIGNATURE: _____

DATE: _____



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REPORT ID: INSP005

PRINTED: 01/05/2017

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
 Inspection/CIDR Report
 Inspection

Structure ID: 795090

DISTRICT: D5 - Deland

INSPECTION DATE: 11/8/2016 MJSM

All Elements

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT0	12 / 3	Re Concrete Deck	4398	99.73	0		12	0.27	0	.	4410 sq.ft
UNIT0	1080 / 3	Delamination/Spall/Patched Area	0		0		12	100	0	.	12 sq.ft
UNIT0	1130 / 3	Cracking (RC and Other)	399	100	0		0		0	.	399 sq.ft

Element Inspection Notes:

12 / 3

NOTE: The deck underside in Main Span 13 has steel stay-in-place forms. There is roadway lighting attached to the deck underside in the main span in Bays 4, 11 and 18.

CS1 1130: There are transverse cracks up to full deck width x 1/64in. wide over the floor beams. 399sf

CS3 1080: All four corners of the deck have diagonal cracks with associated delaminations up to 32in. x 10in.. Refer to Photo 1. REPAIR 12sf

The steel stay-in-place forms have areas of moderate to heavy corrosion. Refer to Photo 2. REPAIR

CORRECTIVE ACTION TAKEN:

Remove unsound concrete and repair delaminated areas at all four corners of the deck top in Span 13 - repair not evident.

1080 / 3

1130 / 3

DECKS : Joints

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT0	305 / 3	Assem Jnt Withut Seal	41	100	0		0		0	.	41 ft

Element Inspection Notes:

305 / 3

NOTE: This element represents the sliding plate joints at each end of the main truss span.

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REPORT ID: INSP005

City of Daytona Beach
 0317-2080: Earnhardt Memorial Pedestrian Bridge Repair

PRINTED: 01/05/2017
 BRIDGE INSPECTION - 5

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR Report
Inspection

Structure ID: 795090
DISTRICT: D5 - Deland

INSPECTION DATE: 11/8/2016 MJSM

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT0	205 / 3	Re Conc Column	4	100	0	.	0	.	0	.	4 each

Element Inspection Notes:

205 / 3 NOTE: This element represents the columns at Piers 13 and 14 (main span).

The decorative cables attached to the columns have light to moderate surface corrosion at the termination points. Refer to Photo 3. REPAIR

CORRECTIVE ACTION TAKEN:

Clean and paint corrosion on ends of decorative cables at columns on Spans 12 and 14 - repair not evident.

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT0	234 / 3	Re Conc Pier Cap	41	100	0	.	0	.	0	.	41 ft

Element Inspection Notes:

234 / 3 NOTE: This element represents Pier caps 13 and 14 (Main Span).

SUPERSTRUCTURE : Bearings

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT0	310 / 3	Elastomeric Bearing	2	50	2	50	0	.	0	.	4 each
UNIT0	2240 / 3	Loss of Bearing Area	0	.	2	100	0	.	0	.	2 each

Element Inspection Notes:

310 / 3 This element quantifies the bearings at Piers 13 and 14.

The bearings have light to moderate corrosion on the sole plates and masonry plates at Pier 14. Refer to Photo 4. REPAIR

CS2 2240: Both bearing pads at Pier 14 are shifted so that up to 3/8in is not under the sole plate. 2ea

CORRECTIVE ACTION TAKEN:

Clean and paint corroded areas on bearings over Piers 13 and 14 for main span - repair not evident. Repeat.

2240 / 3

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REPORT ID: INSP005

PRINTED: 01/05/2017

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR Report
Inspection

Structure ID: 795090

DISTRICT: D5 - Deland

INSPECTION DATE: 11/8/2016 MJSM

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT0	113 / 3	Steel Stringer	233	27.84	589	70.37	15	1.79	0	.	837 ft
UNIT0	1000 / 3	Corrosion	0	.	589	97.52	15	2.48	0	.	604 ft
UNIT0	8516 / 3	Painted Steel	0	.	0	.	3284	99.88	4	0.12	3288 sq.ft
UNIT0	3440 / 3	Eff (Sil Protect Coat)	0	.	0	.	3284	99.88	4	0.12	3288 sq.ft

Element Inspection Notes:

113 / 3 CS3 1000: Several stringers have small areas of moderate to heavy surface corrosion on the bottom faces of the bottom flanges at the floor beam connections. Refer to Photo 5. REPAIR 15lf

CS2 1000: The stringers have areas of light to moderate surface corrosion throughout. Refer to Photo 6. REPAIR 589lf

CORRECTIVE ACTION TAKEN:

Remove corrosion and spot paint corroded areas on all steel truss members - repair not evident. Initiate planning and funding process to repaint the entire truss - repair not evident.

1000 / 3

8516 / 3 CS4 3440: There are isolated areas of failed paint indicated by corrosion noted in Element 113. Refer to Photo 5. REPAIR 4sf

CS3 3440: There are areas of limited effectiveness in the paint throughout. Refer to Photo 6. REPAIR 3284sf

3440 / 3

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT0	120 / 3	Steel Truss	261	62.14	46	10.95	106	25.24	7	1.67	420 ft
UNIT0	1000 / 3	Corrosion	0	.	42	28.57	105	71.43	0	.	147 ft
UNIT0	1020 / 3	Connection	0	.	4	80	1	20	0	.	5 ft
UNIT0	8516 / 3	Painted Steel	0	.	17265	97.19	0	.	500	2.81	17765 sq.ft
UNIT0	3410 / 3	Chalk(Steel Protect Coatings)	0	.	17261	100	0	.	0	.	17261 sq.ft
UNIT0	3420 / 3	Peel/Bub/Crack(Sil Protect Coat)	0	.	4	100	0	.	0	.	4 sq.ft
UNIT0	3440 / 3	Eff (Sil Protect Coat)	0	.	0	.	0	.	500	100	500 sq.ft

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REPORT ID: INSP005

PRINTED: 01/05/2017

City of Daytona Beach
 0317-2080: Earnhardt Memorial Pedestrian Bridge Repair

BRIDGE INSPECTION - 7

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
 Inspection/CIDR Report
 Inspection

Structure ID: 795090

DISTRICT: D5 - Deland

INSPECTION DATE: 11/8/2016 MJSM

Element Inspection Notes:

120 / 3 Due to BrM character limitations refer to Addendum for element notes.

1000 / 3

1020 / 3

8516 / 3 CS4 3440: There are numerous isolated locations of failed paint. Refer to Corrosion locations in element 120 notes. 500sf

CS2 3410: The paint system is chalking throughout the truss. 17261sf

CS2 3420: The west bottom chord has a 4-1/2ft. x 7in. area of peeling paint on the inside face, approximately 10ft. from Floor Beam 13-1. Refer to Photo 20. REPAIR 4sf

3410 / 3

3420 / 3

3440 / 3

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT0	152 / 3	Steel Floor Beam	328.63	74.75	102	23.2	9	2.05	0	.	439.63 ft
UNIT0	1000 / 3	Corrosion	0	.	102	91.89	9	8.11	0	.	111 ft
UNIT0	8516 / 3	Painted Steel	2226	93.26	0	.	111	4.65	50	2.09	2387 sq.ft
UNIT0	3440 / 3	Eff (Stl Protect Coat)	0	.	0	.	111	68.94	50	31.06	161 sq.ft

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REPORT ID: INSP005

PRINTED: 01/05/2017

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR Report
Inspection**

Structure ID: 795090

DISTRICT: D5 - Deland

INSPECTION DATE: 11/8/2016 MJSM

Element Inspection Notes:

152 / 3 NOTE: This element contains fracture critical components. Refer to the Fracture Critical Data in the Addendum.

CS3 1000: Floor Beam 13-1 at Stringer 13-1 has pack corrosion between the top flange and lateral brace over Pier 13. Refer to Photo 21. REPAIR 1ft

CS3 1000: The top face of the bottom flanges on several floor beams have up to 2in. diameter areas of moderate to heavy corrosion throughout - INCREASE. Refer to Photo 22. REPAIR 8ft

CS2 1000: The floor beams have areas of light surface corrosion. Refer to Photo 23. REPAIR 102ft

The gusset plates at the west and east ends of Floor Beam 13-1 have been retrofitted to clear the adjacent bearings.

The south and north bottom flanges of Floor Beam 13-10 have deformations up to 8in. long x 1/4in. out of plane near Stringers 2 and 3. This appears to be construction related.

Several of the lateral braces between the floor beams have light surface corrosion. REPAIR

1000 / 3

8516 / 3 CS4 3440: There are isolated areas of failed paint as noted in corrosion locations in corrosion locations in Element 152. 50sf

CS3 3440: The paint on the floor beams has areas of limited effectiveness. Refer to areas of corrosion noted in Element 152. 111lf

3440 / 3

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT0	330 / 3	Metal Bridge Railing	420	100	0	.	0	.	0	.	420 ft
UNIT0	8516 / 3	Painted Steel	420	100	0	.	0	.	0	.	420 sq.ft

Element Inspection Notes:

330 / 3 NOTE: This element represents the painted steel handrails along both sides of the main span.

8516 / 3 NOTE: This element represents the paint on the steel handrails along both sides of the main span.

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
 Inspection/CIDR Report
 Inspection

Structure ID: 795090

DISTRICT: D5 - Deland

INSPECTION DATE: 11/8/2016 MJSM

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT0	8398 / 3	Drainage System - Other	3	100	0	.	0	.	0	.	3 (EA)

Element Inspection Notes:

8398 / 3 No comment.

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT1	12 / 3	Re Concrete Deck	6278	99.98	0	.	1	0.02	0	.	6279 sq.ft
UNIT1	1080 / 3	Delamination/Spall/Patched Area	0	.	0	.	1	100	0	.	1 sq.ft
UNIT1	1130 / 3	Cracking (RC and Other)	1	100	0	.	0	.	0	.	1 sq.ft

Element Inspection Notes:

12 / 3 NOTE: This element represents the cast in-place portions of the deck in Spans 2, 5, 8, 18, 21, 24 and the landing areas over Piers 4, 7, 10, 17, 20 and 23.

The landings on the north and south approaches have areas of water ponding. (Previously noted - not seen this inspection).

CS3 1080: Span 20 underside at Pier 20, 2ft. from the north end there is a 10in. x 2in. x 1/4in. spall and a 1/64in. diagonal crack - NEW. 1ft

CS1 1130: Span 20 at Pier 20, south fascia there is a 1/64in. wide diagonal crack - NEW. Refer to Photo 24. 1ft

Span 20 at Pier 20, 2ft. from west end there is 24in. long piece of bearing material hanging out - NEW.

CORRECTIVE ACTION TAKEN:

Install means of drainage to prevent water ponding in the landings of North and South approaches - repair not evident.

1080 / 3

1130 / 3

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REPORT ID: INSP005

PRINTED: 01/05/2017

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR Report
Inspection

Structure ID: 795090

DISTRICT: D5 - Deland

INSPECTION DATE: 11/8/2016 MJSM

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT1	8099 / 3	PS Conc Slab (Sonovold)	14352.99	99.99	2	0.01	0	.	0	.	14354.99 (SF)
UNIT1	1090 / 3	Exposed Rebar	0	.	2	100	0	.	0	.	2 (SF)

Element Inspection Notes:

8099 / 3 NOTE: This element represents the prestressed slabs in Approach Spans 1, 3, 6, 9, 11, 12, 14, 15, 16, 19 and 22.

CS2 1090: There is an area of exposed rebar due to lack of cover in the south curb of Span 19 at Pier 20. Refer to Photo 25. REPAIR 2lf

CORRECTIVE ACTION TAKEN:

Clean and apply protective coating to exposed rebar in South curb Span 19 near Pier 20 - repair not evident.

1090 / 3

DECKS : Joints

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT1	301 / 3	Pourable Joint Seal	700	93.09	52	6.91	0	.	0	.	752 ft
UNIT1	2320 / 3	Seal Adhesion	0	.	52	100	0	.	0	.	52 ft

Element Inspection Notes:

301 / 3 NOTE: This element represents the approach span expansion joints.

CS2 2320: Minor adhesion and cohesion failures up to 1/4in. wide are typical throughout the expansion joints. 52ft

2320 / 3

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REPORT ID: INSP005

City of Daytona Beach
0317-2080: Earnhardt Memorial Pedestrian Bridge Repair

PRINTED: 01/05/2017
BRIDGE INSPECTION - 11

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR Report
Inspection

Structure ID: 795090

DISTRICT: D5 - Deland

INSPECTION DATE: 11/8/2016 MJSM

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT1	321 / 3	Re Conc Approach Slab	835	69.58	365	30.42	0	.	0	.	1200 sq.ft
UNIT1	1130 / 3	Cracking (RC and Other)	11	100	0	.	0	.	0	.	11 sq.ft
UNIT1	4000 / 3	Settlement	0	.	365	100	0	.	0	.	365 sq.ft

Element Inspection Notes:

321 / 3 NOTE: This element represents the first span of sidewalk at the approach span entrances.

CS2 4000: There is minor undermining along the north edge of the north approach slab, 20ft. L x 6in. H x 12in. D back - INCREASE. REPAIR 20sf

The south edge of the north approach slab has undermining up to 28ft. L x 14in. H x 50in. D. REPAIR 112sf
The north edge of the south approach has undermining up to 54ft. L x 14in. H x 13ft. D - INCREASE. Refer to Photo 26. REPAIR 233sf

CS1 1130: The south approach slab has an 11st. x 1/32in. transverse crack, 15ft. from Abutment 1. 11sf

CORRECTIVE ACTION TAKEN:

Fill in and stabilize areas of undermining on both approach slabs - repair not evident.

1130 / 3

4000 / 3

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT1	205 / 3	Re Conc Column	36	100	0	.	0	.	0	.	36 each

Element Inspection Notes:

205 / 3 NOTE: This element represents the 36 columns at the south and north approach ramps.
There are lights attached to Column 2 - Level 5; Column 5 - Level 3; Column 7 - Level 5; Column 8 - Level 9 and top; Column 9 - Levels 2, 4, 8 and top; Column 11 - Level 7 and top; Column 14 - Level 1; Column 17 - Level 3; Column 20 - Level 1; Column 23 - Level 3; Column 25 - Level 5; Column 26 - top; Column 27 - Levels 2, 4, and top; Column 29 - top; Column 30 - Level 3; Column 32 - Level 5; and Column 35 - Level 3. Lights are attached to the bottom of all eight architectural wingwalls (adjacent to both sides of Piers 12, 13, 14, and 15).

The northeast architectural wingwall to pier bracket has minor surface corrosion.

All eight architectural wingwalls have lateral cracks that vary in width up to 1/64in. and in length up to full wingwall.

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REPORT ID: INSP005

PRINTED: 01/05/2017

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR Report
Inspection**

Structure ID: 795090

DISTRICT: D5 - Deland

INSPECTION DATE: 11/8/2016 MJSM

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT1	234 / 3	Re Conc Pier Cap	41	100	0	.	0	.	0	.	41 ft

Element Inspection Notes:

234 / 3 NOTE: This element represents the caps at Piers 12 and 15 of the approach spans. The T-beams for the approach spans also share the caps for Piers 13 and 14 with the main span truss. There are lights attached to the north face of Pier 12 and to the south face of Pier 15.

SUPERSTRUCTURE : Bearings

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT1	310 / 3	Elastomeric Bearing	28	58.33	20	41.67	0	.	0	.	48 each
UNIT1	2230 / 3	Bulging, Splitting or Tearing	0	.	20	100	0	.	0	.	20 each

Element Inspection Notes:

310 / 3 NOTE: This element represents bearings for the prestressed concrete slabs in the ramps and the prestressed double T-beams.

CS2 2230: The T-beam bearings are beginning to deteriorate; some have horizontal cracks up to 1/32in. wide. 20ea

2230 / 3

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT1	109 / 3	Pre Opn Conc Girder/Beam	176	100	0	.	0	.	0	.	176 ft

Element Inspection Notes:

109 / 3 NOTE: This element represents the prestressed double T-beams for approach Spans 12 and 14.

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REPORT ID: INSP005

City of Daytona Beach
0317-2080: Earnhardt Memorial Pedestrian Bridge Repair

PRINTED: 01/05/2017
BRIDGE INSPECTION - 13

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR Report
Inspection

Structure ID: 795090

DISTRICT: D5 - Deland

INSPECTION DATE: 11/8/2016 MJSM

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT1	110 / 3	Re Conc Opn Girder/Beam	1236.2	99.68	2	0.16	2	0.16	0	.	1240.2 ft
UNIT1	1080 / 3	Delamination/Spall/Patched Area	0	.	0	.	2	100	0	.	2 ft
UNIT1	1090 / 3	Exposed Rebar	0	.	2	100	0	.	0	.	2 ft
UNIT1	1130 / 3	Cracking (RC and Other)	1236	100	0	.	0	.	0	.	1236 ft

Element Inspection Notes:

110 / 3 NOTE: This element represents the cast-in-place reinforced composite beams in both approach span ramps.
Several of the beams are used as caps for the prestressed slab spans.

CS3 1080: The west face of the west transverse beam on Pier 24 at the north end has an 18in. x 10in. x 1/4in. delamination/spall. Refer to Photo 27. REPAIR 2ft

CS2 1090: The underside of the transverse beam for Span 10 at Pier 10 has a 2ft. long piece of exposed rebar due to a lack of concrete cover. Refer to Photo 28. REPAIR 2ft

CS1 1130: The cast-in-place beams have hairline transverse cracks which extend across the bottom and vertical faces up to full beam width and height. 1236ft

CORRECTIVE ACTION TAKEN:

Clean and apply protective coating to rebar on under sides of transverse beam Span 10 at Pier 10 - repair not evident.

Remove unsound concrete and repair delamination on West face of West transverse beam North end - repair not evident.

1080 / 3

1090 / 3

1130 / 3

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT1	330 / 3	Metal Bridge Railing	1129	100	0	.	0	.	0	.	1129 ft

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REPORT ID: INSP005

PRINTED: 01/05/2017

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR Report
Inspection**

Structure ID: 795090

DISTRICT: D5 - Deland

INSPECTION DATE: 11/8/2016 MJSM

Element Inspection Notes:

330 / 3

NOTE: This element includes the aluminum railing on both ramps with aluminum picket railing on both double T-beam spans adjacent to the main span.

The handrails on the ramps have gaps up to 3/8in. between the base plates and concrete parapets. The rails are not loose.

CORRECTIVE ACTION TAKEN:

The pickets in the railing of Spans 12 and 14 have been repaired.

The vegetation in Spans 6, 7, 8 and 20 have been cut back.

Total Number of Elements*: 20

*excluding defects/protective systems

Structure Notes

OWNER: CITY OF DAYTONA BEACH

This structure is inventoried south to north.

TRAFFIC RESTRICTIONS:

A load rating is not required for this pedestrian overpass.

The following elements contain fracture critical components: 120 Steel Truss and 152 Steel Floor Beam.

A bucket truck and lane closures are required for the fracture critical inspection.

INSPECTION NOTES: MJSM 11/8/2016

The NBI rating for SIA Item 59 Superstructure is 6 because of the corrosion on the truss members.

NON-STRUCTURAL ITEMS:**CORRECTIVE ACTION TAKEN:**

The hand rails have been repaired.

The damaged junction box has been sealed.

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REPORT ID: INSP005

City of Daytona Beach

0317-2080: Earnhardt Memorial Pedestrian Bridge Repair

PRINTED: 01/05/2017
BRIDGE INSPECTION - 15

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

REPORT ID: INSP005

Structure ID: 795090

Inspection/CIDR Report

CIDR

DATE PRINTED: 1/5/2017

Description

Structure Unit Identification

Bridge/Unit Key: 795090 0
 Structure Name: Dale Earnhardt Bridge
 Description: Steel Truss
 Type: M - Main

Structure Unit Identification

Bridge/Unit Key: 795090 1
 Structure Name: Dale Earnhardt Bridge
 Description: Double T-Beams
 Type: A - Approach

Roadway Identification

NBI Structure No (8): 795090
 Position/Prefix (5): A - 1st Route Under
 Kind Hwy (Rte Prefix): 2 U.S. Numbered Hwy
 Design Level of Service: 1 Mainline
 Route Number/Suffix: 00600 / 0 N/A (NBI)
 Feature Intersect (6): US-92 Int Spdwy BI
 Critical Facility:
 Facility Carried (7): Pedestrian Overpas
 Mile Point (11): 17.489
 Latitude (16): 029d11'28.9" Long (17): 081d04'20.0"

Roadway Traffic and Accidents

Lanes (28): 8 Medians: 1 Speed: 45 mph
 ADT Class: 4 ADT Class 4
 Recent ADT (29): 43760 Year (30): 2016
 Future ADT (114): 52950 Year (115): 2037
 Truck % ADT (109): 5
 Detour Length (19): 2.5 mi
 Detour Speed: 45 mph
 Accident Count: -1 Rate: -1

Roadway Classification

Nat. Hwy Sys (104): 1 On the NHS
 National base Net (12): 0 - Not on Base Network
 LRS Inventory Rte (13a): 79 060 000 Sub Rte (13b): -1
 Functional Class (26): 14 Urban Other Princ
 On Federal Aid System: Yes
 Defense Hwy (100): 0 Not a STRAHNET hwy
 Direction of Traffic (102): 2 2-way traffic
 Emergency:

Roadway Clearances

Vertical (10): 17.9 ft Appr. Road (32): 110.7 ft
 Horiz. (47): 185.99 ft Roadway (51): 110.7 ft
 Truck Network (110): 1 Part of natl network
 Toll Facility (20): 3 On free road
 Fed. Lands Hwy (105): 0 N/A (NBI)
 School Bus Route:
 Transit Route:

NBI Project Data

Proposed Work (075A):
 Work To Be Done By (075B):
 Improvement Length (076): -1 ft

Improvement Cost (094): -\$ 1.00
 Roadway Improvement Cost (095): -\$ 1.00
 Total Cost (096): -\$ 1.00
 Year of Estimate (097):

NBI Rating

Channel (61): N N/A (NBI)
 Deck (58): 7 Good
 Superstructure (59): 6 Satisfactory
 Substructure (60): 7 Good

Culvert (62): N N/A (NBI)
 Waterway (71): N Not applicable
 Unrepaired Spalls: 0 sq.ft.
 Review Required:

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**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

REPORT ID: INSP005
Structure ID: 795090

Inspection/CIDR Report
CIDR

DATE PRINTED: 1/5/2017

Structure Identification

Admin Area: River to Sea
District (2): D5 - Deland
County (3): (79)Volusia
Place Code (4): Daytona Beach
Location (9): 500ft W of Indust Pkwy
Border Br St/Reg (98): Not Applicable (P) Share: %
Border Struct No (99): _
FIPS State/Region (1): 12 Florida Region 4-Atlanta
NBIS Bridge Len (112): Y - Meets NBI Length
Parallel Structure (101): No || bridge exists
Temp. Structure (103): Not Applicable (P)
Maint. Resp. (21): 4 City/Municipal Hwy Agy
Owner (22): 4 City/Municipal Hwy Agy
Historic Signif. (37): 5 Not eligible for NRHP

Structure Type and Material

Curb/Sidewalk (50): Left: 0 ft Right: 0 ft
Bridge Median (33): 0 No median
Main Span Material (43A): 3 Steel
Appr Span Material (44A): 5 Prestressed Concrete
Main Span Design (43B): 10 Truss-Thru
Appr Span Design (44B): 04 Tee Beam

Appraisal**Structure Appraisal**

Open/Posted/Closed (41): A Open, no restriction
Deck Geometry (68): N Not applicable (NBI)
Underclearances (69): 6 Equal Minimum
Approach Alignment (72): Not Applicable
Bridge Railings (36a): N N/A or not required
Transitions (36b): N N/A or not required
Approach Guardrail (36c): N N/A or not required
Approach Guardrail Ends (36d): N N/A or not required
Scour Critical (113): N Not Over Waterway

Minimum Vertical Clearance

Over Structure (53): 99.99 ft
Under (reference) (54a): H Hwy beneath struct
Under (54b): 17.9 ft

Schedule**Current Inspection**

Inspection Date: 11/08/2016
Inspector: KNVOLDW - Dave Walker
Bridge Group: 000265
Alt. Bridge Group:
Primary Type: Regular NBI
Review Required:

Geometrics

Spans in Main Unit (45): 1
Approach Spans (46): 24
Length of Max Span (48): 209.97 ft
Structure Length (49): 1000.66 ft
Total Length: 1080.7 ft
Deck Area: 21538.58 sqft
Structure Flared (35): 0 No flare

Age and Service

Year Built (27): 2001
Year Reconstructed (106): 0
Type of Service On (42a): 3 Pedestrian-bicycle
Under (42b): 1 Highway
Fracture Critical Details: Steel trusses

Deck Type and Material

Deck Width (52): 21 ft
Skew (34): 0 deg
Deck Type (107): 1 Concrete-Cast-in-Place
Surface (108): 0 None
Membrane: 0 None
Deck Protection: None

Navigation Data

Navigallon Control (38): NA-no waterway
Nav Vertical Clr (39): 0 ft
Nav Horizontal Clr (40): 0 ft
Min Vert Lift Clr (116): 0 ft
Pier Protection (111): 1 Not Required

NBI Condition Rating

Sufficiency Rating: -2
Health Index: 93.93
Structural Eval (67):
Deficiency: Not Deficient

Minimum Lateral Underclearance

Reference (55a): H Hwy beneath struct
Right Side (55b): 28.8 ft
Left Side (56): 0 ft

Next Inspection Date Scheduled

NBI: 11/08/2018
Element: 11/08/2018
Fracture Critical: 11/08/2018
Underwater:
Other/Special: 11/08/2018

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**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

REPORT ID: INSP005
Structure ID: 795090

Inspection/CIDR Report
CIDR

DATE PRINTED: 1/5/2017

Schedule Cont.

Inspection Types

Performed

NBI Element Fracture Critical Underwater Other Special

Inspection Intervals

Fracture Critical
Underwater
Other Special
NBI

Required (92)

Frequency (92)

Last Date (93)

Inspection Resources

24 mos 11/08/2016
mos
mos 11/08/2016
24 mos (91) 11/08/2016 (90)

Crew Hours: 6
Flagger Hours: 0
Helper Hours: 0
Snooper Hours: 0
Special Crew Hours: 0
Special Equip Hours: 0

Bridge Related

General Bridge Information

Parallel Bridge Seq:
Channel Depth: -1 ft
Radio Frequency:
Phone Number:
Exception Date:
Exception Type:
Accepted By Maint: 02/27/2002
Warranty Expiration: 00/00/0000

Bridge Rail 1: Conc with curb&alum rail
Bridge Rail 2: Combination not defined
Electrical Devices: Other type electric srvc
Culvert Type: Not applicable
Maintenance Yard: Not FDOT Maintained
FIHS ON / OFF: No Routes on FIHS
Previous Structure:
2nd Previous Structure:
Replacement Structure:

Permitted Utilities: Power Water Gas Fiber Optic Sewage Other

Bridge Load Rating Information

Design Load (31): 7 Pedestrian
Rating Date:
Posting (70): Not Applicable (P)

Initials:

Operating Type (63): 5 No rating or eval
Operating rating (64): 0 tons Alternate: -1
Inventory Type (65): 5 No rating or eval
Inventory Rating (66): 0 tons Alternate: -1
Alt Meth: -

HS20 Govr. Span Length: 0 ft
L-Rating Origination:
Load Rating Date:
Method Calculation:
Load Dist. Factor: 0.000
Impact Factor: 0
Design Method:
Design Measure: English
Recommend SU Posting: 0 tons
Recommend C Posting: 0 tons
Recommend T Posting: 0 tons
Gov FB Span:
Gov FB Spacing:
FB HS20 Rating:
FB SU4 Rating:
FB Present: N
FB INV Rating Factor: 0
FB OPR Rating Factor:
FB FL 120:

Single Unit Truck 2 Axles: 0 tons
Single Unit Truck 3 Axles: 0 tons
Single Unit Truck 4 Axles: 0 tons
Combination Unit Truck 3 Axles: 0 tons
Combination Unit Truck 4 Axles: 0 tons
Combination Unit Truck 5 Axles: 0 tons
Truck Trailer 5 Axles: 0 tons
Posting Weight: 0 tons
Actual SU Posting: 0 tons
Actual C Posting: 0 tons
Actual T Posting: 0 tons
FL 120 Long Gov Span:
FL 120 Trans:
Single Axle Trans:
Tandem Axle Trans
Wing Span:
Web to Web Span:
HS20 OPR Rating Max Span:
FL120 Long Max Span: -1 tons

Bridge Scour and Storm Information

Pile Driving Record: Not Applicable
Foundation Type: Foundation details
Mode of Flow: Not Applicable
Rating Scour Eval: Not Applicable
Highest Scour Eval: Not Applicable
Scour Evaluation Method:

Scour Recommended I: Not Applicable
Scour Recommended II: Not Applicable
Scour Recommended III: Not Applicable
Scour Elevation: 999 ft
Action Elevation: 999 ft
Storm Frequency: 999

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**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

REPORT ID: INSP005

Inspection/CIDR Report

Structure ID: 795090

CIDR

DATE PRINTED: 1/5/2017

Elements

Inspection Date: 11/08/2016 MJSM

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT0	12 / 3	Re Concrete Deck	4398	99.73	0	.	12	0.27	0	.	4410 sq.ft
UNIT0	1080 / 3	Delamination/Spall/Patched Area	0	.	0	.	12	100	0	.	12 sq.fl
UNIT0	1130 / 3	Cracking (RC and Other)	399	100	0	.	0	.	0	.	399 sq.ft

DECKS : Joints

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT0	305 / 3	Assem Jnt Wthut Seal	41	100	0	.	0	.	0	.	41 ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT0	205 / 3	Re Conc Column	4	100	0	.	0	.	0	.	4 each

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT0	234 / 3	Re Conc Pier Cap	41	100	0	.	0	.	0	.	41 ft

SUPERSTRUCTURE : Bearings

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT0	310 / 3	Elastomeric Bearing	2	50	2	50	0	.	0	.	4 each
UNIT0	2240 / 3	Loss of Bearing Area	0	.	2	100	0	.	0	.	2 each

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT0	113 / 3	Steel Stringer	233	27.84	589	70.37	15	1.79	0	.	837 ft
UNIT0	1000 / 3	Corrosion	0	.	589	97.52	15	2.48	0	.	604 ft
UNIT0	8516 / 3	Painted Steel	0	.	0	.	3284	99.88	4	0.12	3288 sq.ft
UNIT0	3440 / 3	Eff (Sil Protect Coat)	0	.	0	.	3284	99.88	4	0.12	3288 sq.ft

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT0	120 / 3	Steel Truss	261	62.14	46	10.95	106	25.24	7	1.67	420 ft
UNIT0	1000 / 3	Corrosion	0	.	42	28.57	105	71.43	0	.	147 ft
UNIT0	1020 / 3	Connection	0	.	4	80	1	20	0	.	5 ft
UNIT0	8516 / 3	Painted Steel	0	.	17265	97.19	0	.	500	2.81	17765 sq.ft
UNIT0	3410 / 3	Chalk(Steel Protect Coatings)	0	.	17261	100	0	.	0	.	17261 sq.ft
UNIT0	3420 / 3	Peel/Bub/Crack(Sil Protect Coat)	0	.	4	100	0	.	0	.	4 sq.ft
UNIT0	3440 / 3	Eff (Sil Protect Coat)	0	.	0	.	0	.	500	100	500 sq.ft

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT0	152 / 3	Steel Floor Beam	328.63	74.75	102	23.2	9	2.05	0	.	439.63 ft
UNIT0	1000 / 3	Corrosion	0	.	102	91.89	9	8.11	0	.	111 ft
UNIT0	8516 / 3	Painted Steel	2226	93.26	0	.	111	4.65	50	2.09	2387 sq.ft
UNIT0	3440 / 3	Eff (Sil Protect Coat)	0	.	0	.	111	68.94	50	31.06	161 sq.ft

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**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

REPORT ID: INSP005

Inspection/CIDR Report

Structure ID: 795090

CIDR

DATE PRINTED: 1/5/2017

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT0	330 / 3	Metal Bridge Railing	420	100	0	.	0	.	0	.	420 ft
UNIT0	8516 / 3	Painted Steel	420	100	0	.	0	.	0	.	420 sq.ft

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT0	8398 / 3	Drainage System - Other	3	100	0	.	0	.	0	.	3 (EA)

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT1	12 / 3	Re Concrete Deck	6278	99.98	0	.	1	0.02	0	.	6279 sq.ft
UNIT1	1080 / 3	Delamination/Spall/Patched Area	0	.	0	.	1	100	0	.	1 sq.ft
UNIT1	1130 / 3	Cracking (RC and Other)	1	100	0	.	0	.	0	.	1 sq.ft

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT1	8099 / 3	PS Conc Slab (Sonovoid)	14352.99	99.99	2	0.01	0	.	0	.	14354.99 (SF)
UNIT1	1090 / 3	Exposed Rebar	0	.	2	100	0	.	0	.	2 (SF)

DECKS : Joints

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT1	301 / 3	Pourable Joint Seal	700	93.09	52	6.91	0	.	0	.	752 ft
UNIT1	2320 / 3	Seal Adhesion	0	.	52	100	0	.	0	.	52 ft

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT1	321 / 3	Re Conc Approach Slab	835	69.58	365	30.42	0	.	0	.	1200 sq.ft
UNIT1	1130 / 3	Cracking (RC and Other)	11	100	0	.	0	.	0	.	11 sq.ft
UNIT1	4000 / 3	Settlement	0	.	365	100	0	.	0	.	365 sq.ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT1	205 / 3	Re Conc Column	36	100	0	.	0	.	0	.	36 each

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT1	234 / 3	Re Conc Pier Cap	41	100	0	.	0	.	0	.	41 ft

SUPERSTRUCTURE : Bearings

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT1	310 / 3	Elastomeric Bearing	28	58.33	20	41.67	0	.	0	.	48 each
UNIT1	2230 / 3	Bulging, Splitting or Tearing	0	.	20	100	0	.	0	.	20 each

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT1	109 / 3	Pre Opn Conc Girder/Beam	176	100	0	.	0	.	0	.	176 ft

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**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

REPORT ID: INSP005

Inspection/CIDR Report

Structure ID: 795090

CIDR

DATE PRINTED: 1/5/2017

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT1	110 / 3	Re Conc Opn Girder/Beam	1236.2	99.68	2	0.16	2	0.16	0	.	1240.2 ft
UNIT1	1080 / 3	Delamination/Spall/Patched Area	0	.	0	.	2	100	0	.	2 ft
UNIT1	1090 / 3	Exposed Rebar	0	.	2	100	0	.	0	.	2 ft
UNIT1	1130 / 3	Cracking (RC and Other)	1236	100	0	.	0	.	0	.	1236 ft

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
UNIT1	330 / 3	Metal Bridge Railing	1129	100	0	.	0	.	0	.	1129 ft

Total Number of Elements*: 20

*excluding defects/protective systems

Inspection Information

Inspection Date: 11/08/2016

Type: Regular NBI

Inspector: KNVOLDW-P - Dave Walker

Inspection Notes: The NBI rating for SIA Item 59 Superstructure is 6 because of the corrosion on the truss members.

NON-STRUCTURAL ITEMS:
CORRECTIVE ACTION TAKEN:
The hand rails have been repaired.
The damaged junction box has been sealed.

Structure Notes

OWNER: CITY OF DAYTONA BEACH

This structure is inventoried south to north.

TRAFFIC RESTRICTIONS:

A load rating is not required for this pedestrian overpass.

The following elements contain fracture critical components: 120 Steel Truss and 152 Steel Floor Beam.

A bucket truck and lane closures are required for the fracture critical inspection.

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**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

REPORT ID: INSP005
Structure ID: 795090

Inspection/CIDR Report
CIDR

DATE PRINTED: 1/5/2017

Under Route Information

Roadway Identification

NBI Structure No (8): 795090
 Position/Prefix (5): A - 1st Route Under
 Kind Hwy (Rte Prefix): 2 U.S. Numbered Hwy
 Design Level of Service: 1 Mainline
 Route Number/Suffix: 00600 / 0 N/A (NBI)
 District (2): D5 - Deland
 County (3): (79)Volusia
 Place Code (4): Daytona Beach
 Feature Intersect (6): US-92 Int Spdwy Bl
 Facility Carried
 by Structure (7): Pedestrian Overpas
 Critical Facility:
 Roadway Name: US-92
 Mile Point (11): 17.489
 Latitude (16): 029d11'28.9" Long (17): 081d04'20.0"

Roadway Traffic and Accidents

Lanes (28): 8 Medians: 1 Speed: 45 mph
 ADT Class: 4 ADT Class 4
 Recent ADT (29): 43760 Year (30): 2016
 Future ADT (114): 52950 Year (115): 2037
 Truck % ADT (109): 5
 Detour Length (19): 2.5 mi
 Detour Speed: 45 mph
 Accident Count: -1 Rate: -1

Roadway Classification

Nat. Hwy Sys (104): 1 On the NHS
 National base Net (12): 0 - Not on Base Network
 LRS Inventory Rte (13a): 79 060 000 Sub Rte (13b): -1
 Functional Class (26): 14 Urban Other Princ
 On Federal Aid System: Yes
 Defense Hwy (100): 0 Not a STRAHNET hwy
 Direction of Traffic (102): 2 2-way traffic
 Emergency:

Roadway Clearances

Vertical (10): 17.9 ft Appr. Road (32): 110.7 ft
 Horiz. (47): 185.99 ft Roadway (51): 110.7 ft
 Truck Network (110): 1 Part of natl network
 Toll Facility (20): 3 On free road
 Fed. Lands Hwy (105): 0 N/A (NBI)
 School Bus Route:
 Transit Route:

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005
Structure ID: 795080

Inspection/CIDR Report
CIDR

DATE PRINTED: 1/5/2017

Under Route Information

Roadway Identification

NBI Structure No (8): 795090
Position/Prefix (5): B - 2nd Route Under
Kind Hwy (Rte Prefix): 8 Other (incl toll rds)
Design Level of Service: 8 Service Road
Route Number/Suffix: 00000 / 0 N/A (NBI)
District (2): D5 - Deland
County (3): (79)Volusia
Place Code (4): Daytona Beach
Feature Intersect (6): US-92 Int Spdwy BI
Facility Carried
by Structure (7): Pedestrian Overpas
Critical Facility:
Roadway Name: Service Road
Mile Point (11): 17.490
Latitude (18): 029d11'28.9" Long (17): 081d04'20.0"

Roadway Traffic and Accidents

Lanes (28): 2 Medlans: 0 Speed: 15 mph
ADT Class: 1 ADT Class 1
Recent ADT (29): 20 Year (30): 2016
Future ADT (114): 38 Year (115): 2037
Truck % ADT (109): 0
Detour Length (19): 1 mi
Detour Speed: 15 mph
Accident Count: -1 Rate: -1

Roadway Classification

Nat. Hwy Sys (104): 0 Not on NHS
National base Net (12): 0 - Not on Base Network
LRS Inventory Rte (13a): 79 060 000 Sub Rte (13b): -1
Functional Class (26): 19 Urban Local
On Federal Aid System: No
Defense Hwy (100): 0 Not a STRAHNET hwy
Direction of Traffic (102): 2 2-way traffic
Emergency:

Roadway Clearances

Vertical (10): 19 ft Appr. Road (32): 24.5 ft
Horiz. (47): 53 ft Roadway (51): 24.5 ft
Truck Network (110): 0 Not part of natl netwo
Toll Facility (20): 3 On free road
Fed. Lands Hwy (105): 0 N/A (NBI)
School Bus Route:
Transit Route:

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**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT
ADDENDUM**

CONTENTS OF ADDENDUM

- | | |
|-------------------------------------|-------------------------------|
| Bridge Location Map | Sketches and Photos |
| Additional Element Inspection Notes | Recommended Corrective Action |
| * Load Rating Analysis Summary | * Scour Evaluation |
| * Posting Photos | Fracture Critical Inspections |

* This section is not included in this report.

**PREPARED FOR: CITY OF DAYTONA BEACH
BRIDGE OWNER: CITY OF DAYTONA BEACH
BY: VOLKERT, INC.**

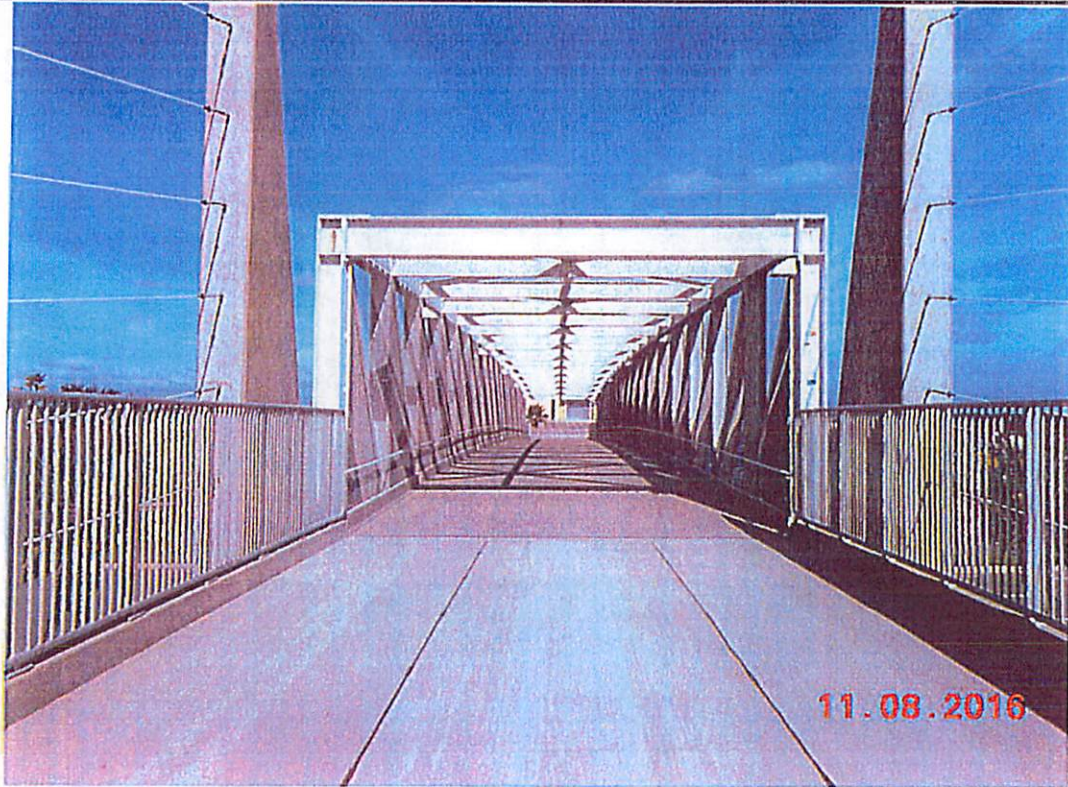
REPORT IDENTIFICATION

Bridge Number: 795090 Routine Inspection Date: 11/8/2016

Bridge Name: Earnhardt Memorial Pedestrian Bridge over US-92

Facility Carried: Earnhardt Memorial Pedestrian Bridge

Feature Intersected: US-92 / International Speedway Blvd



South Approach

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT

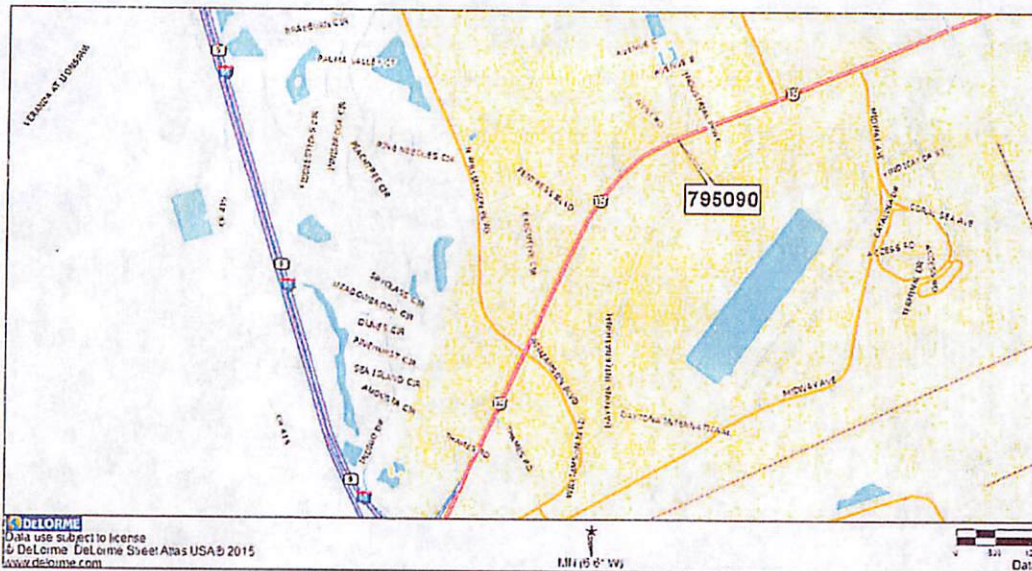
Bridge No: 795090

Inspection Date: 11/8/2016

BRIDGE LOCATION MAP



East Elevation



Earnhardt Memorial Pedestrian Bridge over US-92

500ft. West of Industrial Pkwy

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT

Bridge No: 795090

Inspection Date: 11/8/2016

ADDITIONAL ELEMENT INSPECTION NOTES

ELEMENT 120 Steel Truss

NOTE: This element contains Fracture Critical components, refer to the Fracture Critical data section.

There are thirteen sign lights attached to each chord.

There is a large sign attached to the west and east truss verticals and diagonals.

There are lights attached to Verticals 1, 5, 9, 13, 17 and 21 on the east side of the truss and Verticals 3, 7, 11, 15 and 19 on the west side.

There is a chain link fence attached/welded along both sides and top of the truss.

Bottom Chord

CS2 1000: The bottom chords and splice plates have light to moderate surface corrosion throughout with the west chord being the worst of the two. Refer to Photo 7. REPAIR 12lf

CS3 1000: There is active corrosion on the bottom chords at the following locations:

- East face of the east bottom chord 7in. x 3in. area of heavy corrosion of Vertical 13-4. Refer to Photo 8. 1lf

- The top face of the bottom west chord under Verticals 13-7 and 13-8 up to 6in. x 4in. 2lf

- Inside face top right flange bottom west chord two areas up to 3in. diameter north of Vertical 13-9. 2lf

- There is light to moderate pack corrosion between the bottom east chord and luminaire support pipe at the mid-span chord splice at Stringer 13-11. Refer to Photo 9. 1lf

- There is an area of 1ft. x 3in. of heavy corrosion on the inside face of the lower flange of the west bottom chord near the center splice. Refer to Photo 10. 1lf

- Both bottom chords have areas of major corrosion up to 4in. x 3in. at the majority of the vertical and diagonal connections. 73lf REPAIR ALL

CS2 1020: The fourth top west splice bolt from the south on the east bottom chord, at the first bottom chord splice connection is not fully seated. Refer to Photo 11. 1lf

The west bottom chord has one splice bolt backed off 1/2in. adjacent to Floor Beam 13-11 connection. Refer to Photo 12. 1lf REPAIR ALL

Top Chord

CS3 1000: The underside and top side of the chords at the chord splices have areas of moderate to heavy surface corrosion. Refer to Photos 13 and 14. REPAIR 13lf

CS2 1000: The top chords and chord splice plates have areas of light to moderate surface corrosion throughout. Refer to Photo 15. REPAIR 10lf

Web Members

CS3 1000: The vertical members have small areas of moderate to heavy corrosion in the web at the top and bottom chord connections. Refer to Photo 16. REPAIR 10lf

CS3 1020: The inside joint between Vertical 4 and Diagonal 3 at the lower east chord is not welded. 1lf

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT

Bridge No: 795090

Inspection Date: 11/8/2016

ADDITIONAL ELEMENT INSPECTION NOTES

Web Members (continued)

CS3 1000: Diagonal 10 East has two small areas with heavy surface corrosion at the handrail.
1lf

Strut 13-11 at top east chord there is a strut height x 1in. area of moderate to heavy corrosion.
1lf

Strut 13-15 and Longitudinal Brace 14 at Strut 13-15 has up to a 4in. x 1in. area of moderate to heavy corrosion. REPAIR 1lf

CS2 1020: The inside joint between Vertical 20 and Diagonal 20 at both lower chords is only partially welded. 1lf

CS2 1000: The struts, verticals and diagonals have areas of light to moderate surface corrosion throughout. REPAIR 10lf

Top Bracing

CS2 1000: The lateral braces and longitudinal braces have small areas of moderate to heavy corrosion at the connection points. Refer to Photo 17. REPAIR 10lf

CS2 1020: The underside of the joint between Longitudinal 18 and the east diagonal in the top truss is only partially welded. 1lf

INCIDENTAL

Several of the sign fasteners have light to moderate corrosion. Refer to Photo 18. REPAIR

A few of the sign fasteners are missing nuts and several bolts are too short for full nut grip. Refer to Photo 19. REPAIR

CORRECTIVE ACTION TAKEN:

Tighten splice bolt on bottom east chord at first splice, fourth top west bolt from south end - unable to verify.

Tighten bottom west splice bolt at Floor Beam 13-11 - unable to verify.

Replace missing and corroded nuts for fasteners of signs attached to the truss - unable to verify.

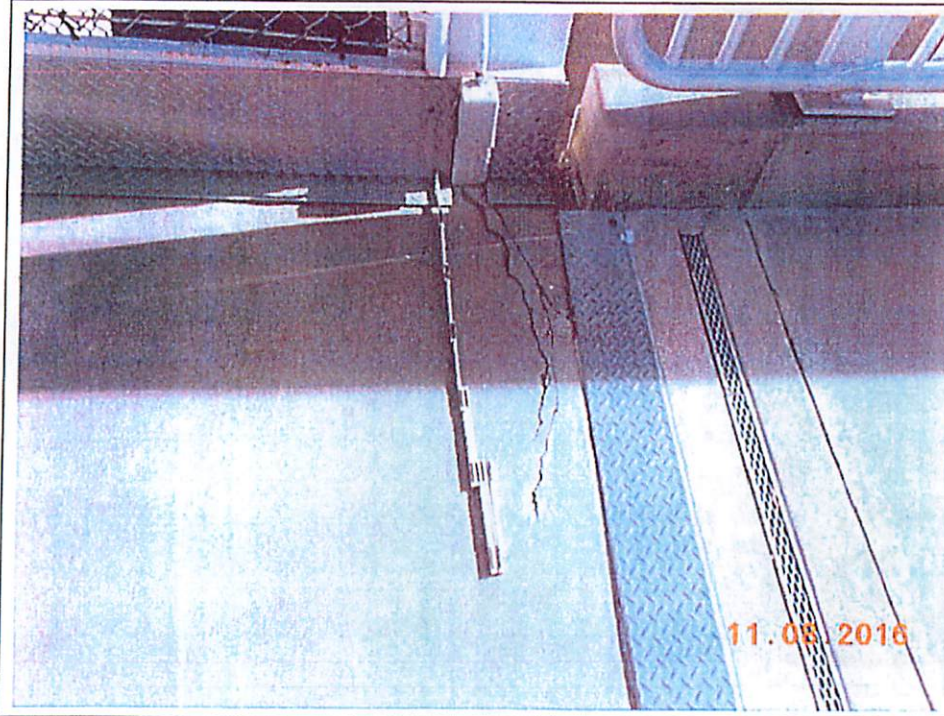
Install proper length bolts for fasteners of signs attached to the truss - unable to verify.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT

Bridge No: 795090

Inspection Date: 11/8/2016

SKETCHES AND PHOTOS

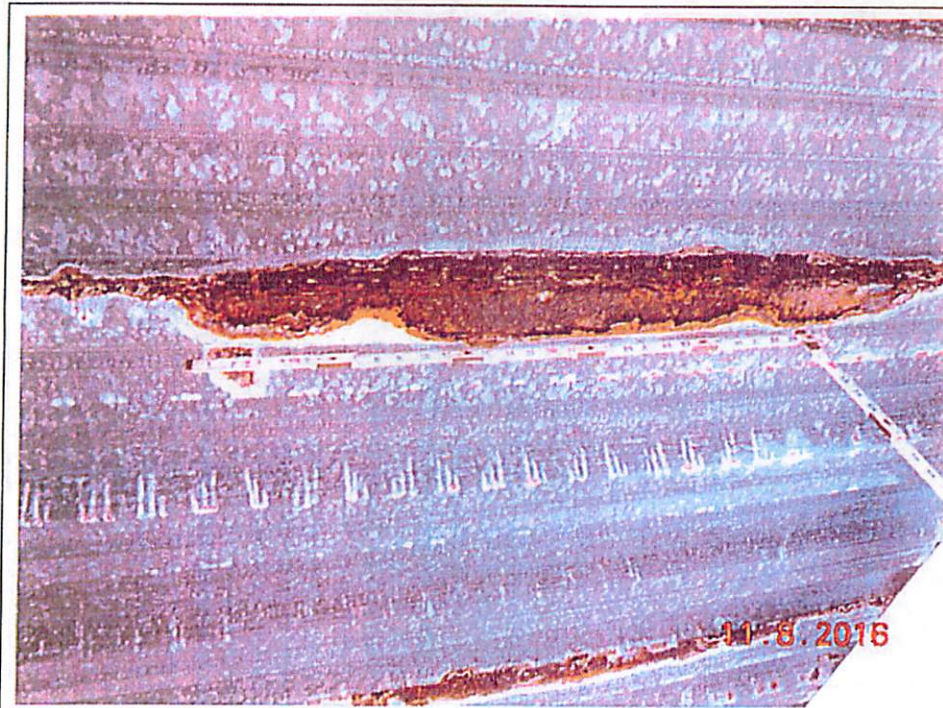


UNIT 0
Photo 1
12 Re Concrete Deck

Delamination in the southeast corner of the deck top in Span 13.

Repair Recommendation:

Remove unsound concrete and repair delaminations in all four corners of Span 13. deck top.



UNIT 0
Photo 2
12 Re Concrete Deck

Typical corrosion on Span 13 stay-in-place form.

Repair Recommendation:

Spot paint or remove corroded portions of stay-in-place forms.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT

Bridge No: 795090

Inspection Date: 11/8/2016

SKETCHES AND PHOTOS



UNIT 0
Photo 3
205 Re Conc Column

Surface corrosion on decorative cables for main pier columns.

Repair Recommendation:

Clean and paint corrosion on ends of decorative cables on columns of Spans 12 and 14.



UNIT 0
Photo 4
310 Elastomeric Bearing

Typical corrosion on bearing plates.

Repair Recommendation:

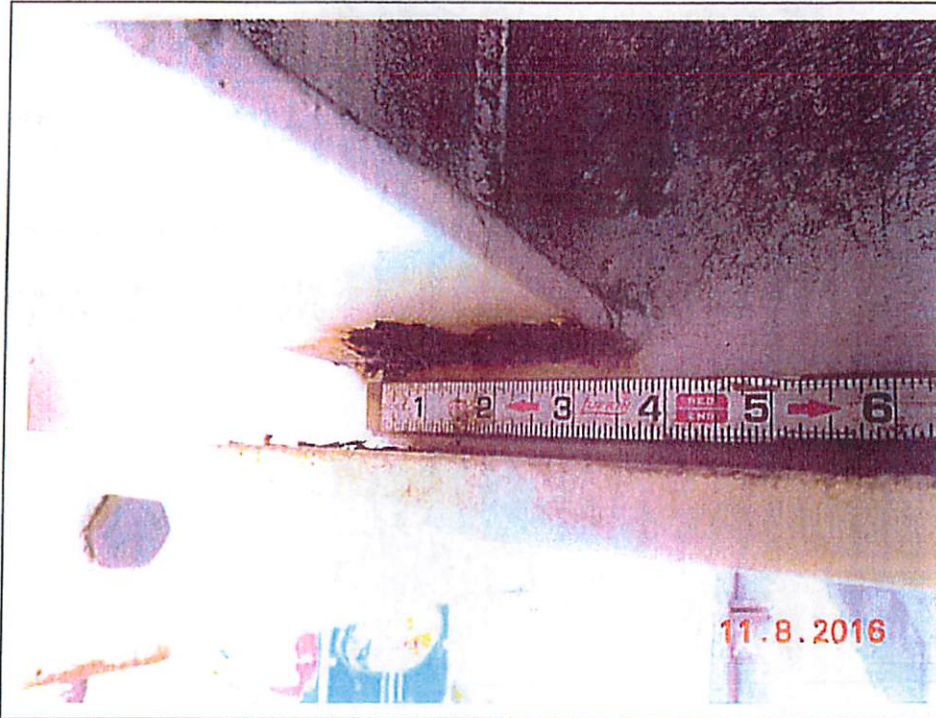
Clean and paint the truss bearing plates.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT

Bridge No: 795090

Inspection Date: 11/8/2016

SKETCHES AND PHOTOS

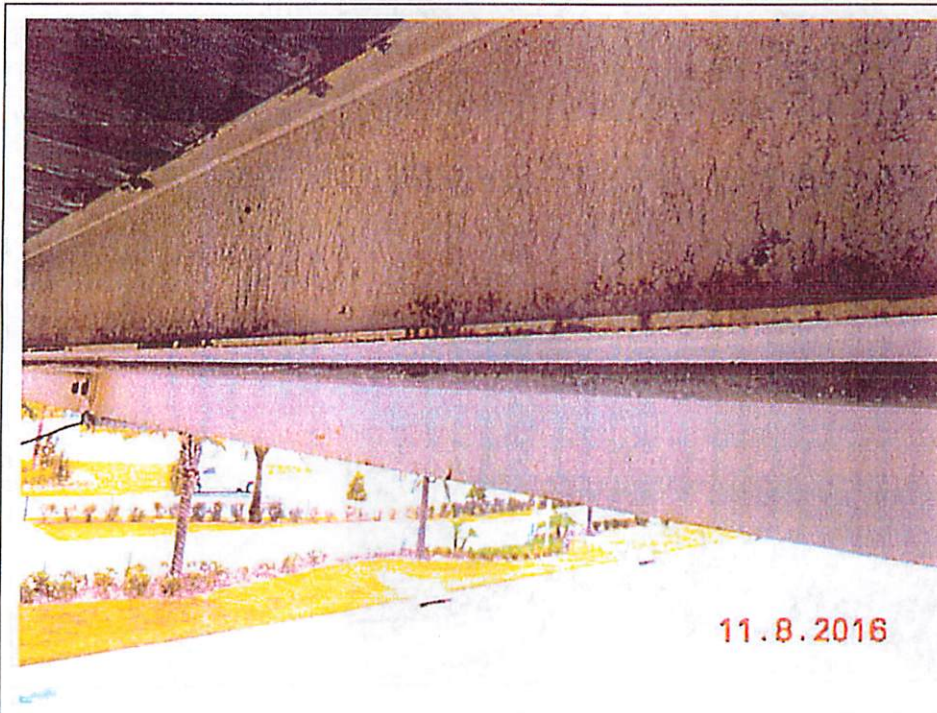


UNIT 0
Photo 5
113 Steel Stringer

Area of moderate corrosion, north end of Stringer 1 at Floor Beam 19.

Repair Recommendation:

Remove corrosion and spot paint all steel truss members.



UNIT 0
Photo 6
113 Steel Stringer

Typical light surface corrosion on stringer.

Repair Recommendation:

Refer to Photo 5.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT

Bridge No: 795090

Inspection Date: 11/8/2016

SKETCHES AND PHOTOS



UNIT 0
Photo 7
120 Steel Truss

Typical corrosion on west bottom chord inside face.

Repair Recommendation:

Provide new paint system for the entire steel truss.



UNIT 0
Photo 8
120 Steel Truss

Corrosion on bottom east chord, south of Vertical 13-4.

Repair Recommendation:

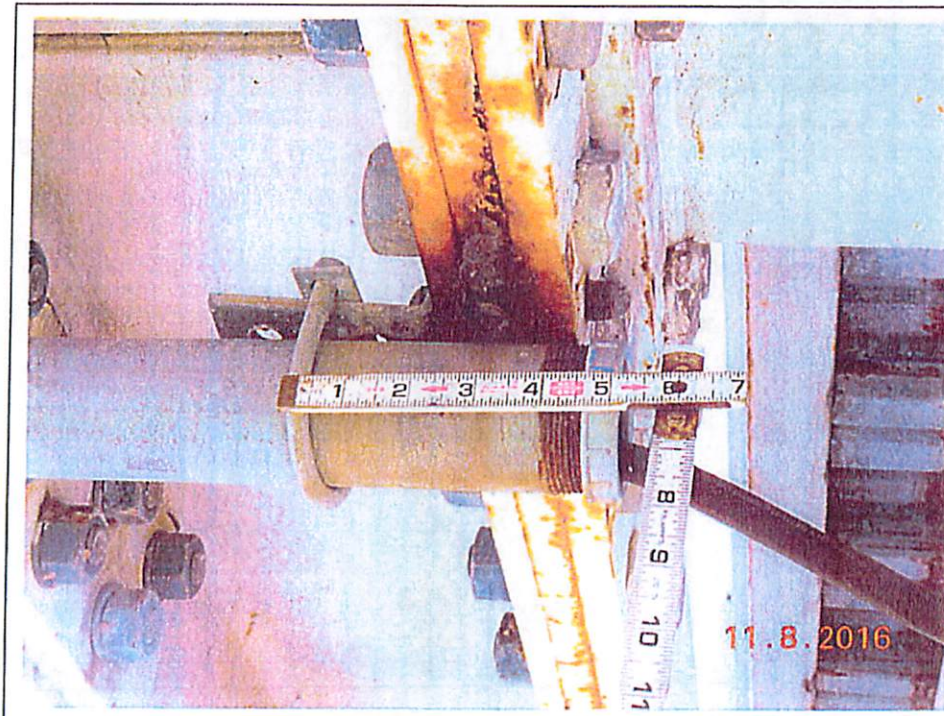
Refer to Photo 5.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT

Bridge No: 795090

Inspection Date: 11/8/2016

SKETCHES AND PHOTOS



UNIT 0
Photo 9
120 Steel Truss

Heavy corrosion/pack rust between east bottom chord mid-point splice and luminaire support.

Repair Recommendation:

Refer to Photo 5.



UNIT 0
Photo 10
120 Steel Truss

Area of heavy corrosion on the inside face of the lower flange of the bottom chord near middle splice.

Repair Recommendation:

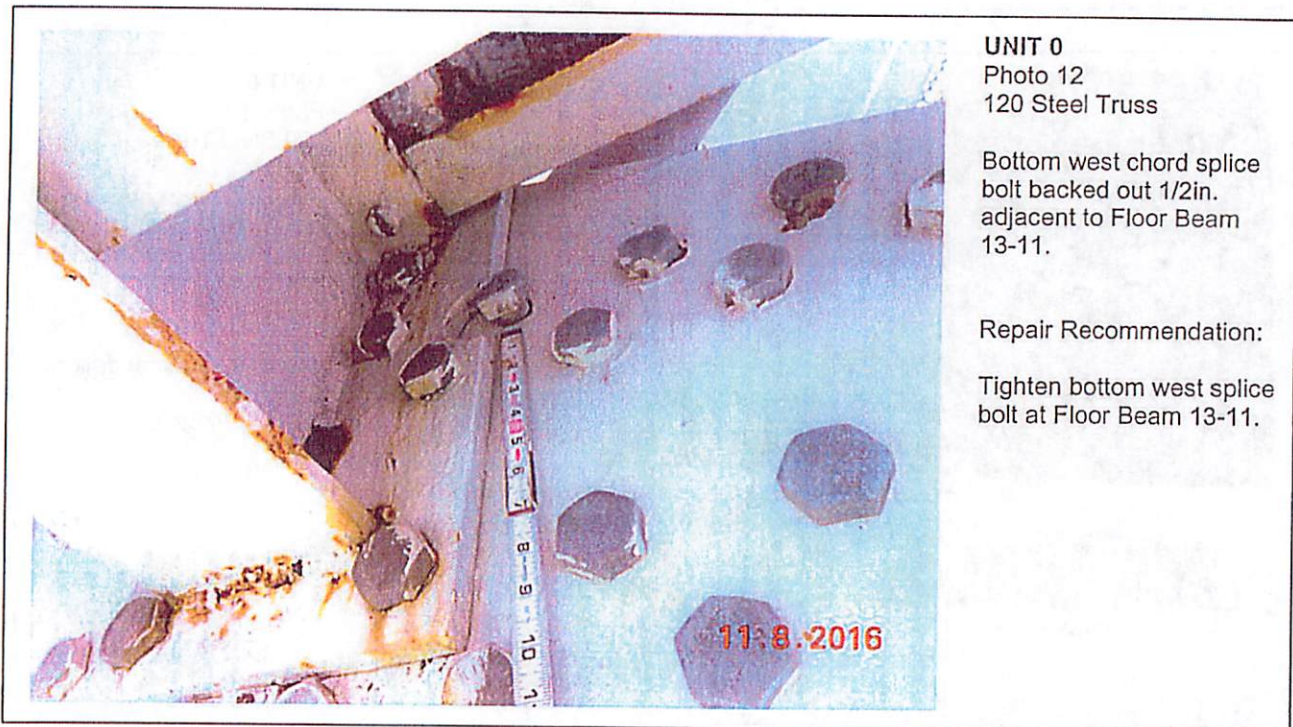
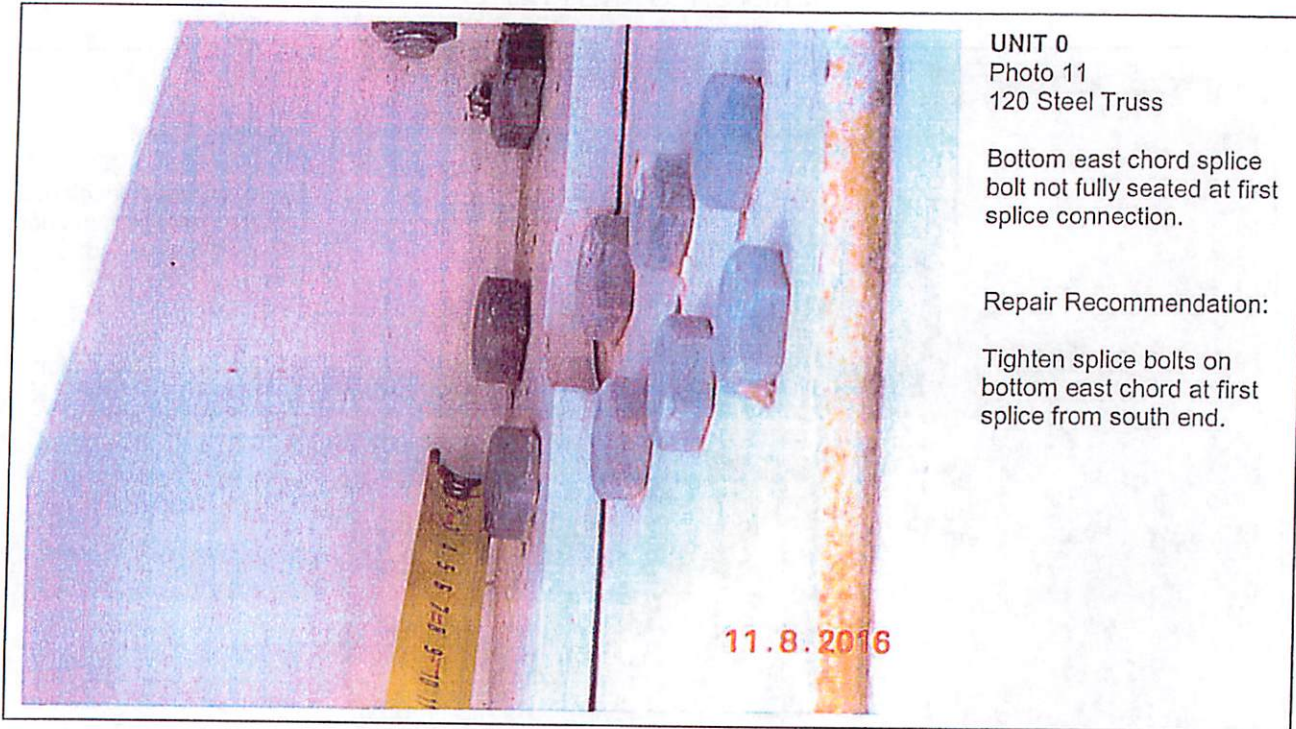
Refer to Photo 5.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT

Bridge No: 795090

Inspection Date: 11/8/2016

SKETCHES AND PHOTOS

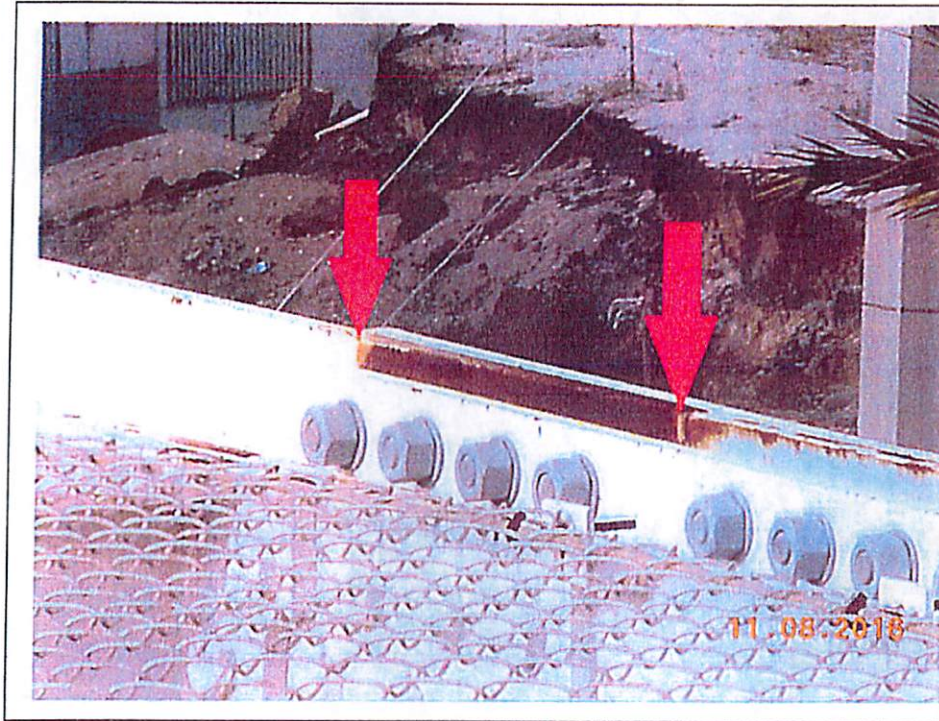


FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT

Bridge No: 795090

Inspection Date: 11/8/2016

SKETCHES AND PHOTOS

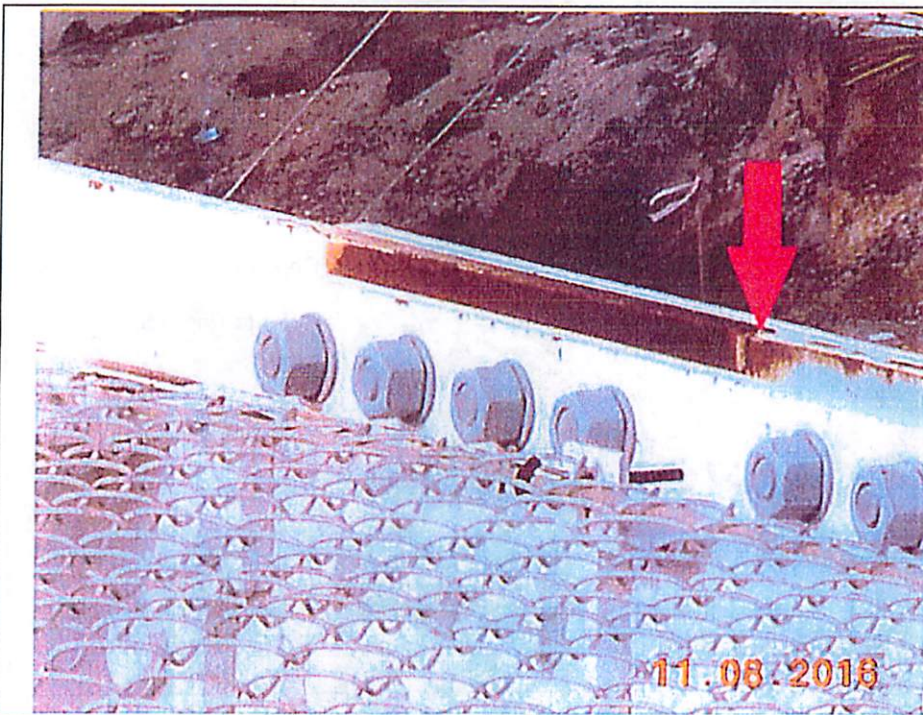


UNIT 0
Photo 13
120 Steel Truss

Active corrosion on top side of east upper chord at first splice.

Repair Recommendation:

Refer to Photo 5.



UNIT 0
Photo 14
120 Steel Truss

Moderate corrosion at top side of east upper chord at first splice.

Repair Recommendation:

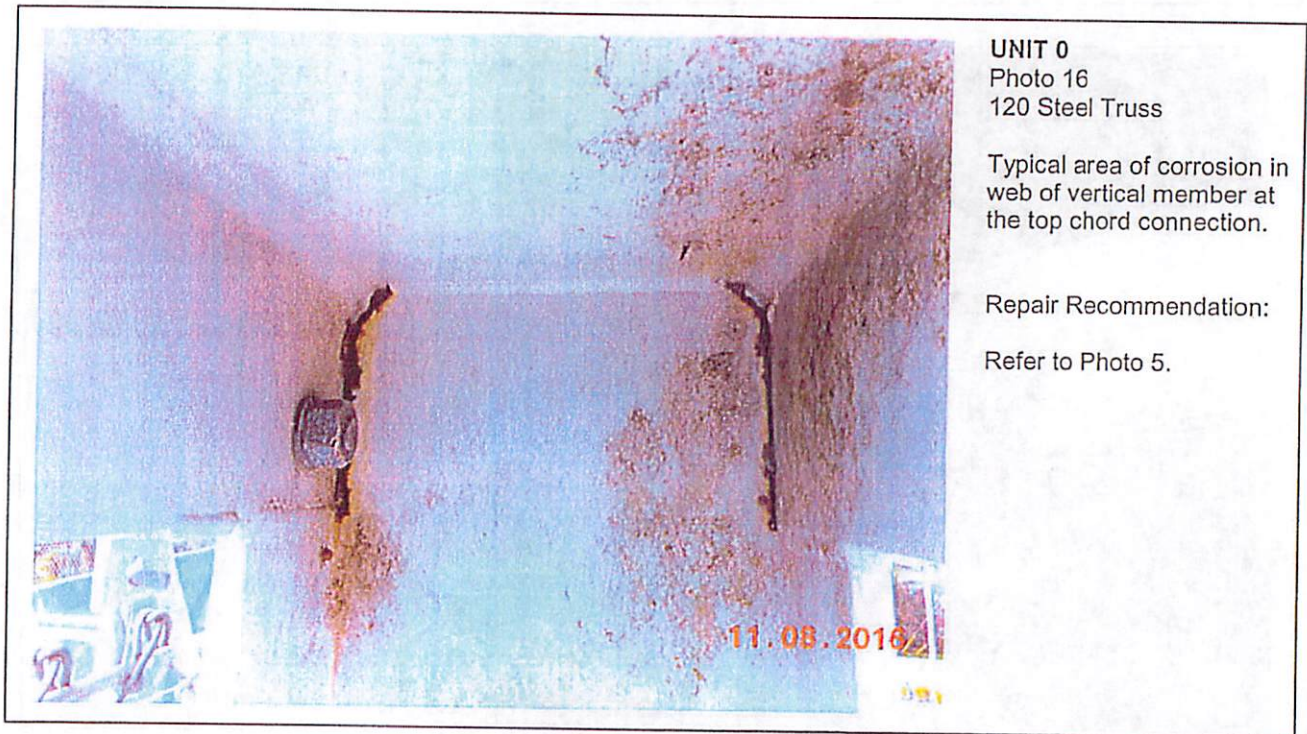
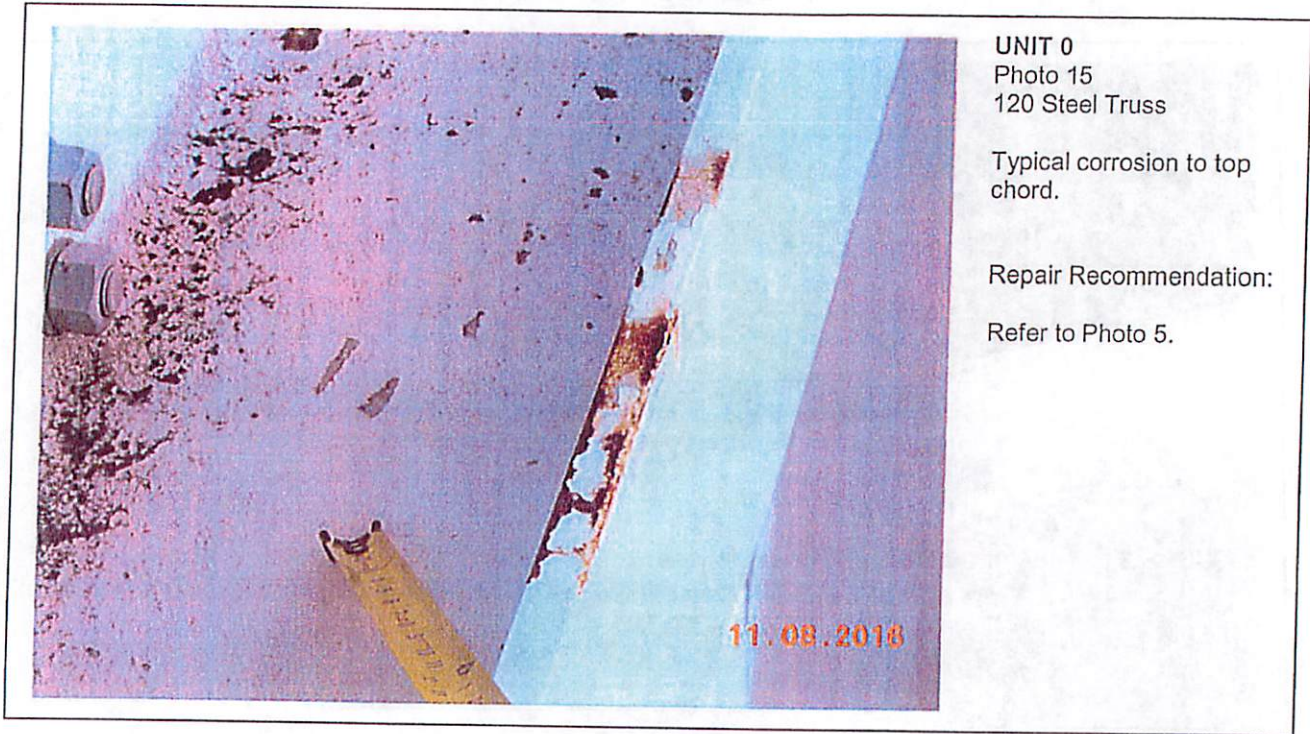
Refer to Photo 5.

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SKETCHES AND PHOTOS

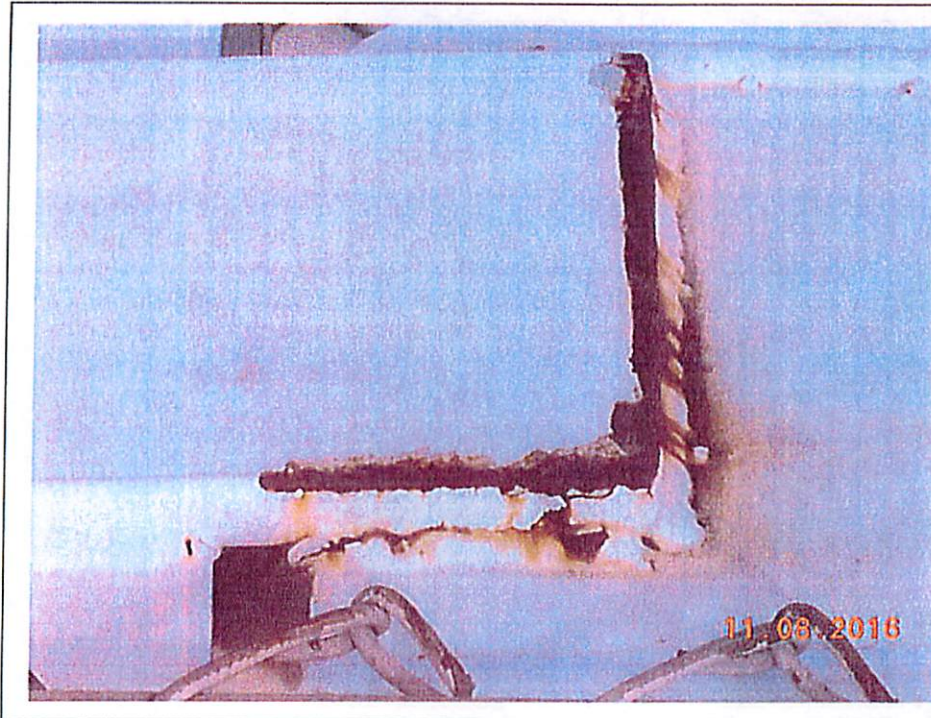


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SKETCHES AND PHOTOS

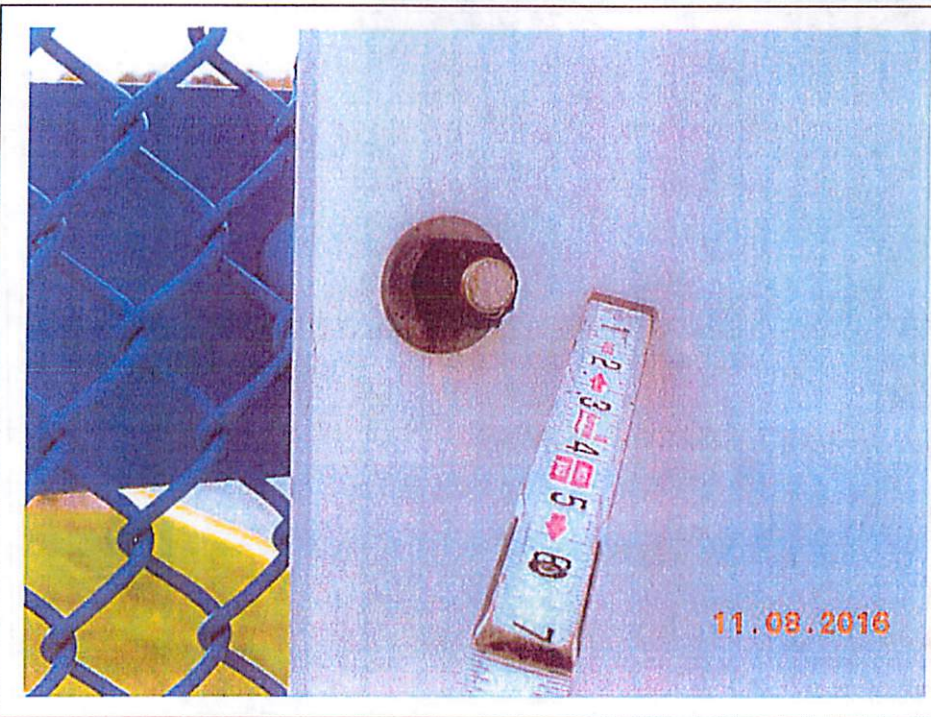


UNIT 0
Photo 17
120 Steel Truss

Corrosion on diagonal to lateral brace 2.

Repair Recommendation:

Refer to Photo 5.



UNIT 0
Photo 18
120 Steel Truss

Typical corrosion on sign fastener.

Repair Recommendation:

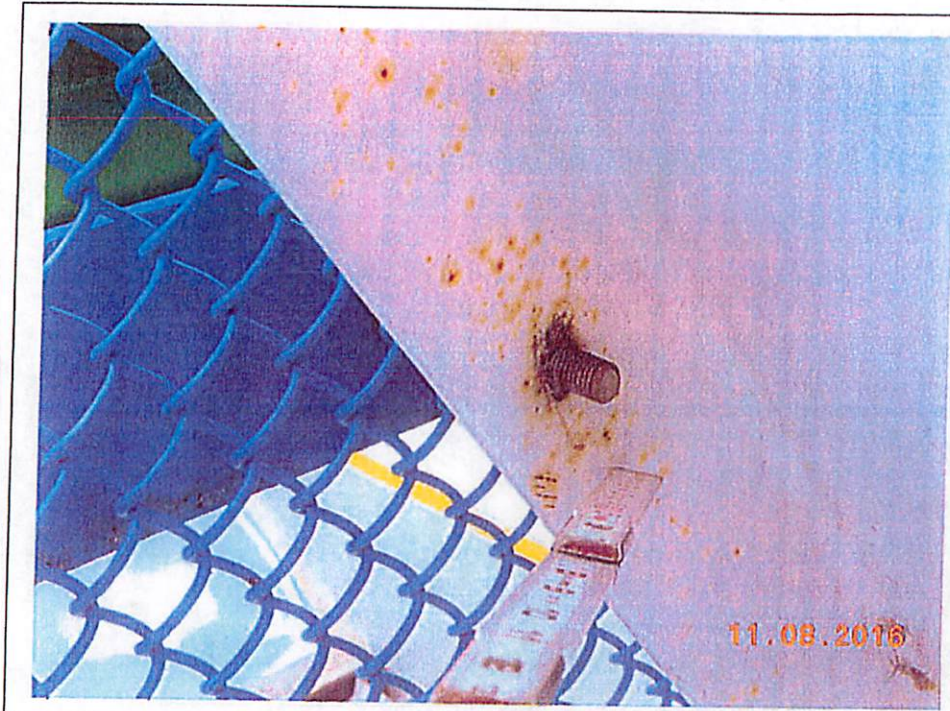
Replace missing and corroded sign fasteners and install proper length bolts where needed.

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SKETCHES AND PHOTOS

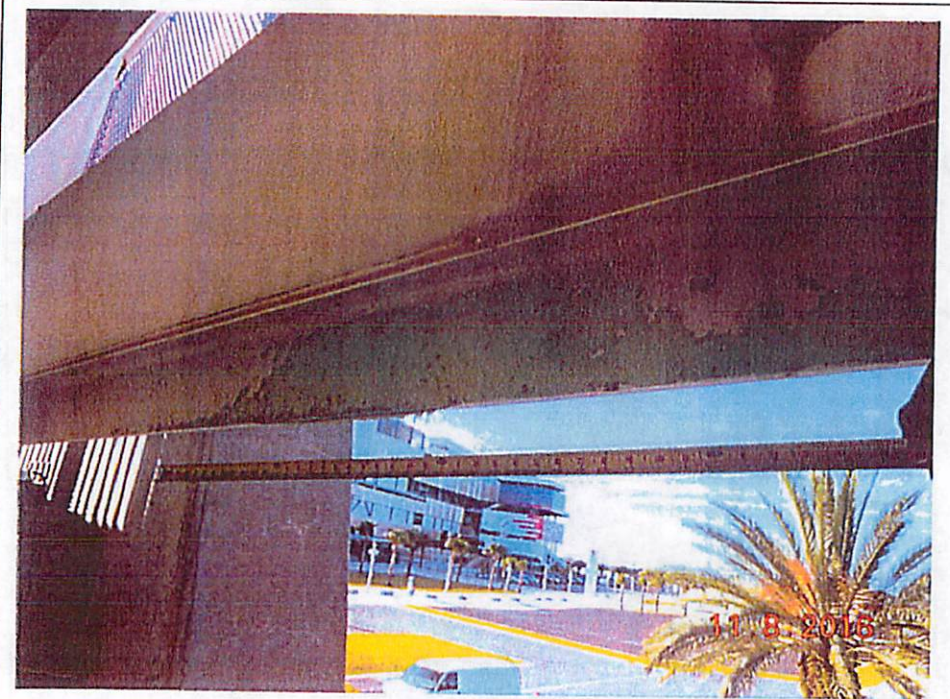


UNIT 0
Photo 19
120 Steel Truss

Missing nut on sign
fastener.

Repair Recommendation:

Refer to Photo 18.



UNIT 0
Photo 20
120 Steel Truss
8516 Painted Steel

Area of peeling paint west
bottom chord inside face
10ft. from Floor Beam
13-1.

Repair Recommendation:

Refer to Photo 5.

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SKETCHES AND PHOTOS



UNIT 0
Photo 21
152 Steel Floor Beam

Pack rust between the top flange of Floor Beam 13-1 and lateral brace at west bottom chord.

Repair Recommendation:

Refer to Photo 5.



UNIT 0
Photo 22
152 Steel Floor Beam

Typical heavy corrosion on floor beam, bottom flange.

Repair Recommendation:

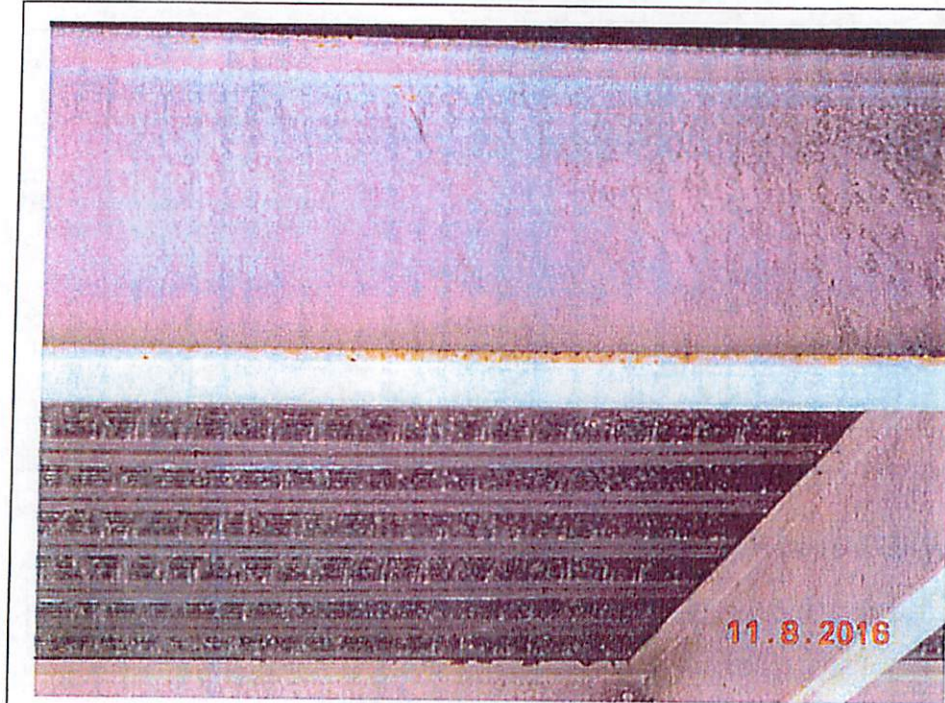
Refer to Photo 5.

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SKETCHES AND PHOTOS

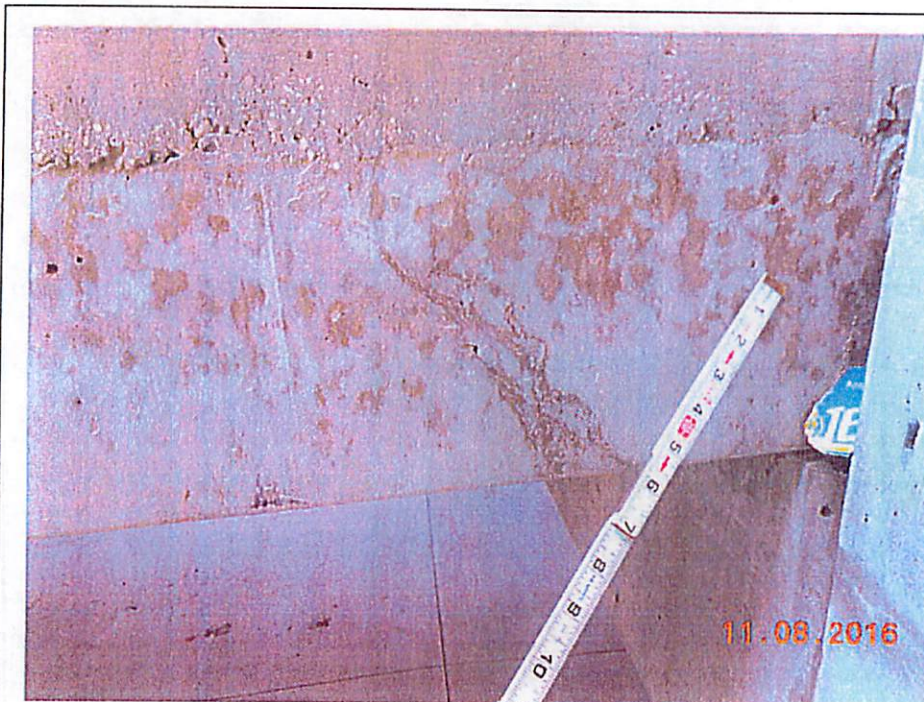


UNIT 0
Photo 23
152 Steel Floor Beam

Typical light surface corrosion on floor beam.

Repair Recommendation:

Refer to Photo 5.



UNIT 1
Photo 24
12 Re Concrete Deck

Diagonal crack south fascia of Span 20 at Pier 20.

Repair Recommendation:

None.

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SKETCHES AND PHOTOS

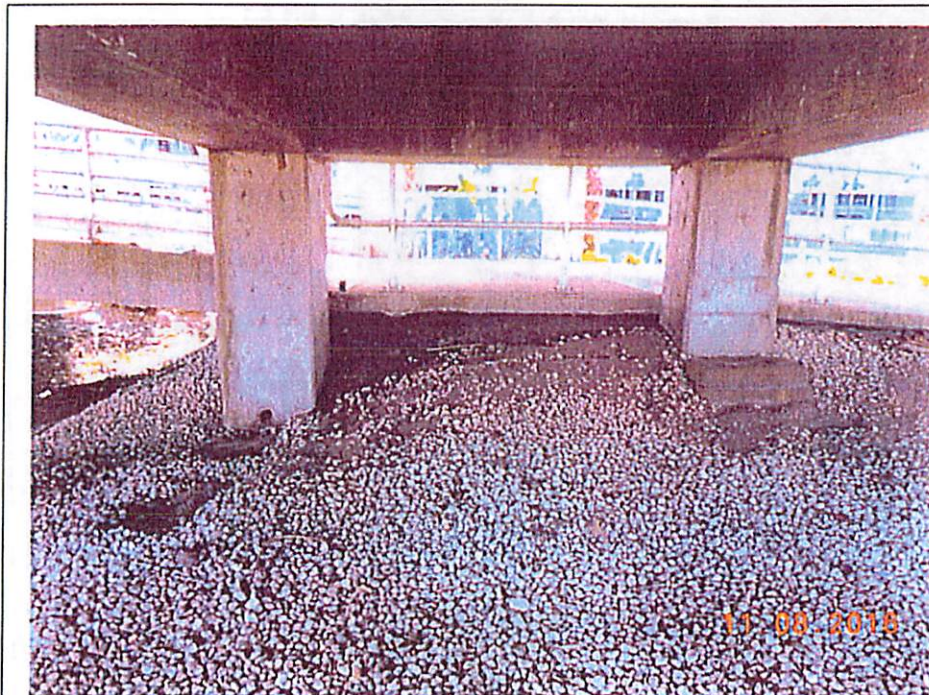


UNIT 1
Photo 25
8099 PS Conc Slab
(Sonovoid)

Area of exposed rebar,
Span 19 at Pier 20.

Repair Recommendation:

Clean and apply protective
coating to exposed rebar in
south curb, Span 19 near
Pier 20.



UNIT 1
Photo 26
321 Re Conc Approach
Slab

Undermining at the south
approach.

Repair Recommendation:

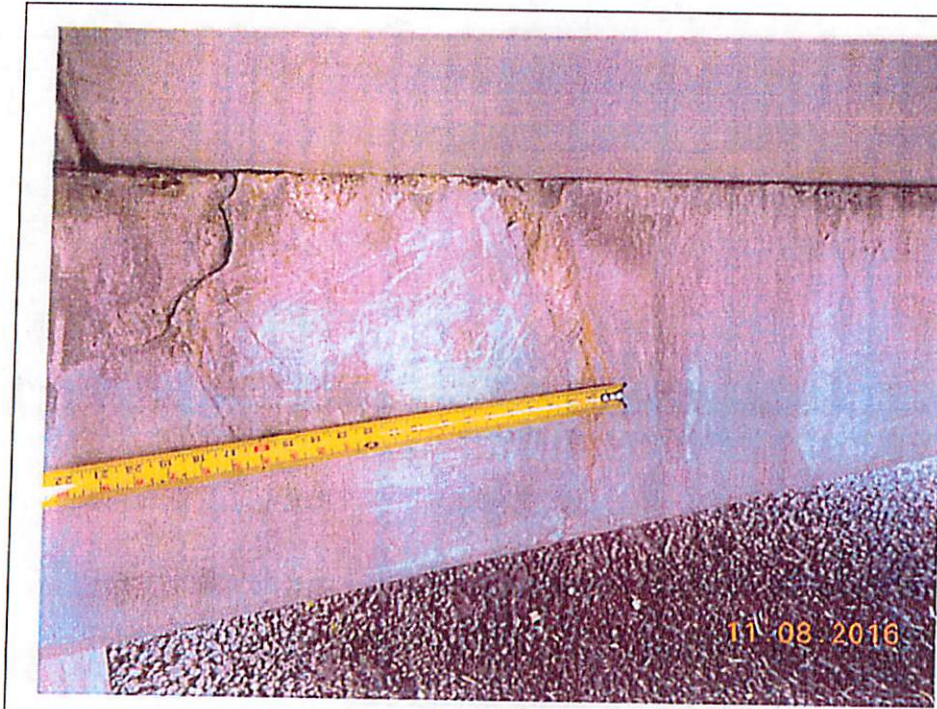
Fill and stabilize areas of
undermining at north and
south approach slabs.

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SKETCHES AND PHOTOS

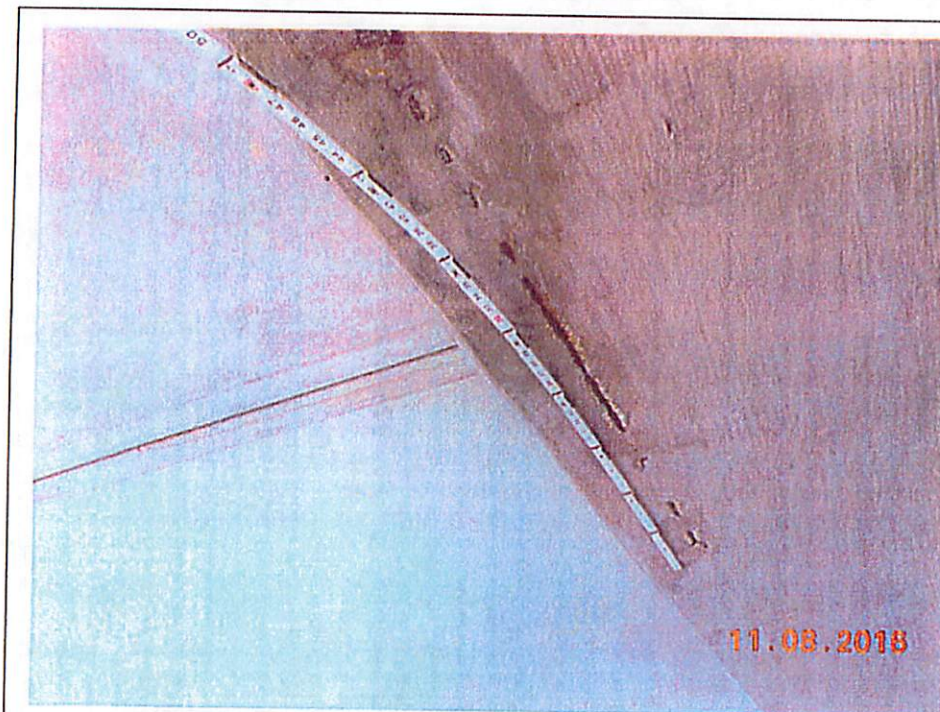


UNIT 1
Photo 27
110 Re Conc Opn
Girder/Beam

Delamination on west transverse beam at Pier 24.

Repair Recommendation:

Remove unsound concrete and repair delamination on west face of west transverse beam at north end.



UNIT 1
Photo 28
110 Re Conc Opn
Girder/Beam

Exposed rebar due to lack of cover, underside of transverse beam, Span 10 at Pier 10.

Repair Recommendation:

Clean and apply protective coating to exposed rebar in underside of transverse beam, Span 10 at Pier 10.

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RECOMMENDED CORRECTIVE ACTION

UNIT 0

12 Re Concrete Deck

Remove unsound concrete and repair delaminations in all four corners of Span 13 deck top.
Spot paint or remove corroded portions of stay-in-place forms.

205 Re Conc Column

Clean and paint corrosion on ends of decorative cables on columns of Spans 12 and 14.

310 Elastomeric Bearing

Clean and paint the truss bearing plates.

113 Steel Stringer

Remove corrosion and spot paint all steel truss members.

120 Steel Truss

Provide new paint system for the entire steel truss.
Tighten splice bolts on bottom east chord at first splice from south end.
Tighten bottom west splice bolt at Floor Beam 13-11.
Replace missing and corroded sign fasteners and install proper length bolts where needed.

UNIT 1

8099 PS Conc Slab (Sonovoid)

Clean and apply protective coating to exposed rebar in south curb, Span 19 near Pier 20.

321 Re Conc Approach Slab

Fill and stabilize areas of undermining at north and south approach slabs.

110 Re Conc Opn Girder/Beam

Remove unsound concrete and repair delamination on west face of west transverse beam at north end.
Clean and apply protective coating to exposed rebar in underside of transverse beam, Span 10 at Pier 10.

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FRACTURE CRITICAL DATA

I. DEFINITION

The AASHTO Guide Specification for Fracture Critical Non-Redundant Steel Bridge Members states that Fracture Critical Members or member components (FCMs) are steel tension members or tension components of members whose failure would be expected to result in collapse of the bridge.

II. DESCRIPTION

The main span consists of two symmetrical parallel thru trusses which support the floor beams and deck. The truss components are constructed of I-Beam steel, with welded and bolted connections. The bottom chords, diagonal members, and vertical members are considered fracture critical. This structure only carries pedestrian traffic.

III. INSPECTION PROCEDURES

- A. The first step in the inspection of this structure is the examination of the plans by a structural engineer. The engineer will note fracture critical/fatigue sensitive details in the plans and will brief the field inspectors about such details. Sketches are used showing the location of the fracture critical/fatigue sensitive details.
- B. Proper inspection of the fracture critical members generally includes the following steps:
 1. Check the entire length of the truss components for distortion, bends, or cracking which may have originated from corrosion, pitting or section loss, nicks or gouges. Also, thoroughly inspect any areas with impact damage.
 2. Check for missing, cracked, or heavily corroded welds.
 3. Check for missing, loose, cracked, or heavily corroded splice plates and bolts.
 4. Check any component splice points.
 5. Check entire component length for temporary erection welds, tack welds, weld repairs, or welded connections not shown on the plans.

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FRACTURE CRITICAL DATA

IV. FATIGUE CATEGORIES

CATEGORY A: This fatigue category generally refers to plain members or components of plain members which are base metal and are away from any connection details. The components are generally rolled, but may be flame cut with ANSI smoothness of 1,000 or less.

CATEGORY B: This fatigue category generally refers to connections using continuous full penetration welds or high strength bolts. The base metal and weld metal are subject to this fatigue category.

CATEGORY C: This fatigue category generally refers to base and weld metal used in very short connections.

CATEGORY D: This fatigue category generally refers to base and weld metal used in longer fillet welded connections than for Category C. This category also refers to short groove welded connections with fairly sharp transitions as well as riveted connections.

CATEGORY E AND E': This fatigue category generally refers to base and weld metal of welded connections not mentioned in Categories C and D, namely longer fillet and groove welds with sharp transitions.

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FRACTURE CRITICAL DATA

FRACTURE CRITICAL/FATIGUE SENSITIVE ELEMENTS: TRUSSES (2 each built-up)
CONSTRUCTION: I-Beam Steel

DETAIL DESCRIPTION AND LOCATION	FATIGUE CATEGORY	TYPE CONNECTION	TYPE WELD	COMMENTS
Truss Components: Bottom chords Vertical Diagonals (A1)	A	N/A	N/A	Refers to the base metal of the components away from member connections.
Bottom Chord Panel Point Connections (A2)	E	Welded	Fillet	
Top & Bottom Chord Splice Points (A3)	B	Bolted		
Floor Beam to Truss Connections (On Bottom Chord) (A4)	B	Bolted		The floor beams are bolted to the inside face of the bottom chord.
Vertical member splice connection (A5)	B	Bolted		Vertical members bolted together at splice connections.
Truss Bearing Points (On Bottom Chord) (A6)	B	Bolted	N/A	Bearing sole plates are bolted to the bottom chord and end verticals. Masonry plates are bolted to abutments.

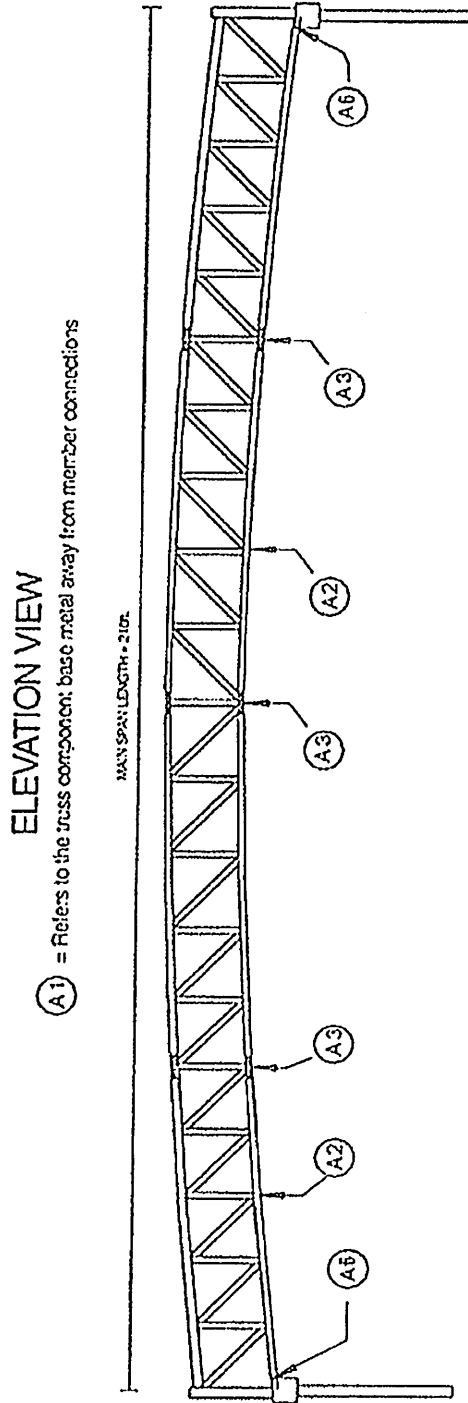
(#) See sketch for detail locations

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FRACTURE CRITICAL DATA



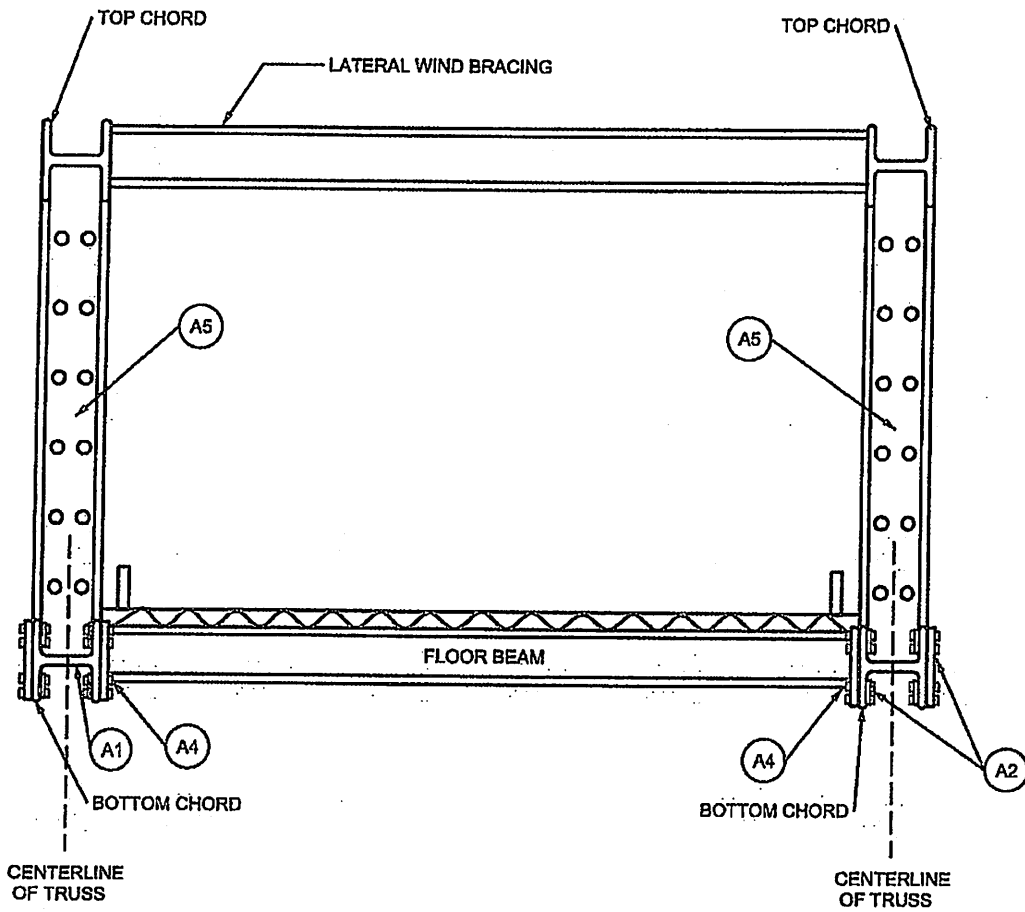
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FRACTURE CRITICAL DATA

CROSS SECTION
(AT SPLICE CONNECTION)



(A1) = Refers to the base metal of the floor beams away from member connections

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FRACTURE CRITICAL DATA



Outside Elevation of Truss



Bearing Connection

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FRACTURE CRITICAL DATA



Typical Bolted Splice (Verticals shown)



Typical Bolted Splice (Bottom Chord shown)