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## INVITATION TO BID

26-0002-PR

### BAYCARE BALL PARK BERM WALL REPAIR

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#### INSTRUCTIONS TO BIDDERS

##### SECTION II INSTRUCTIONS TO BIDDERS

#### 1. COPIES OF BIDDING DOCUMENTS

1.1. Bid Documents, any attachments and addenda are available for download at: <https://procurement.opengov.com/portal/myclearwater/projects/222770>. Bidding Documents may include, but are not limited to, plans, specifications, bond forms, contract form, affidavits, bid/proposal form, and addendums.

1.2. Complete sets of Bidding Documents must be used in preparing bids. Neither the City nor the Engineer shall be liable for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents, by Bidders, sub-bidders, or others.

#### 2. QUALIFICATION OF BIDDERS

2. 1 Each prospective Bidder must pre-qualify to demonstrate, to the complete satisfaction of the City of Clearwater, that the Bidder has the necessary facilities, equipment, ability, financial resources and experience to perform the work in a satisfactory manner. An application package for pre-qualification may be obtained by contacting the City of Clearwater, Engineering Division by phone at (727) 562-4750. Pre-qualification requirement information is also available on the City of Clearwater Website at address:

[www.myclearwater.com/government/city-departments/engineering/construction-management](http://www.myclearwater.com/government/city-departments/engineering/construction-management).

Contractors wanting to pre-qualify to bid on a project as a General Contractor must do so two weeks (ten workdays) prior to the bid opening date. Bidders currently pre-qualified by the City do not have to make reapplication. It is the Contractor's responsibility to confirm pre-qualification status before a Bid Opening.

The Contractor shall include copies of their current license/registration with the State of Florida and Pinellas County (if applicable) with their bid response.

#### 3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1. It is the responsibility of each Bidder, before submitting a Bid, to (a) examine the Contract Documents thoroughly; (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress, performance or furnishing of the work; (c) consider and abide by all applicable

v. 7.2024

Procurement Division  
PO Box 4748 33758-4748  
Clearwater FL  
727-562-4630

federal, state and local laws, ordinances, rules and regulations; and (d) study and carefully correlate Bidder's observations with the Contract Documents, and notify Engineer in writing of all conflicts, errors or discrepancies in the Contract Documents.

3.2. For the purposes of bidding or construction, bidder may rely upon the accuracy of the technical data contained in reports of explorations and tests of subsurface conditions at the site which have been utilized by the Engineer in the preparation of the Contract Documents, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof. Drawings relating to physical conditions of existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site and which have been utilized by the Engineer in preparation of the Contract Documents, may be relied upon by Bidder for accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.

3.3. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site are based upon information and data furnished to the City and Engineer by owners of such Underground Facilities or others, and the City does not assume responsibility for the accuracy or completeness thereof unless expressly provided in the Contract Documents.

3.4. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities, other physical conditions, possible conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.

3.5. Before submitting a Bid, each Bidder shall, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.6. On request in advance, City will provide each Bidder access to the site to conduct such explorations and tests at Bidder's own expense as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the site to its former condition upon completion of such explorations and tests.

3.7. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the City unless otherwise provided in the Contract Documents.

3.8. The submission of a Bid will constitute an unequivocal representation by the Bidder that the Bidder has complied with every requirement of these Instructions to Bidders and that, without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents by such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the work.

#### **4. INTERPRETATIONS AND ADDENDA**

4.1. All questions as to the meaning or intent of the Contract Documents are to be directed in writing to the Engineer. Interpretations or clarifications considered necessary by the Engineer in response to such

questions will be issued by Addenda, via OpenGov. Questions received after the time frame specified on the pre-bid meeting agenda, prior to the date for opening of Bids, may not be answered. Only information provided by formal written Addenda will be binding. Oral and other interpretations of clarifications will be without legal effect.

4.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City or Engineer.

## **5. BID SECURITY OR BID BOND**

5.1. Each Bid must be accompanied by Bid Security made payable to the City of Clearwater in an amount equal to ten percent (10%) of the Bidder's maximum Bid price and in the form of a certified or cashier's check or a Proposal/Bid Bond (on form provided in Section V) issued by a surety meeting the requirements of the General Conditions.

5.2. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Payment and Performance bonds, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute, deliver the Agreement and furnish the required Bonds within ten (10) days after the award of contract by the City Council, the City may annul the bid and the Bid Security of the Bidder will be forfeited. The Bid Security of any Bidder whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the successful execution of the agreement with the successful Bidder or for a period up to ninety (90) days following bid opening. Security of other Bidders will be returned approximately fourteen (14) days after the Bid Opening.

5.3. The Bid Bond shall be issued in the favor of the City of Clearwater by a surety company qualified to do business in, and having a registered agent in, the State of Florida.

## **6. CONTRACT TIME**

6.1. The number of consecutive calendar days within which the work is to be completed is set forth in the Technical Specifications.

## **7. LIQUIDATED DAMAGES**

7.1. Provisions for liquidated damages are set forth in the Contract Agreement, Section V.

## **8. SUBSTITUTE MATERIAL AND EQUIPMENT**

8.1. The contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item may be furnished or used, application for its acceptance will not be considered by the Engineer until after the effective date of the Contract Agreement. The procedure for submittal of any such application is described in the General Conditions and as supplemented in the Technical Specifications.

## **9. SUBCONTRACTORS**

9.1. If requested by the City or Engineer, the Successful Bidder, and any other Bidder so requested, shall, within seven (7) days after the date of the request, submit to the Engineer an experience statement with pertinent information as to similar projects and other evidence of qualification for each Subcontractor, supplier, person and organization to be used by the Contractor in the completion of the Work. The amount of subcontract work shall not exceed fifty percent (50%) of the Work except as may

be specifically approved by the Engineer. If the Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, supplier, other person or organization, he may, before recommending award of the Contract to the City Council, request the Successful Bidder to submit an acceptable substitute without an increase in Contract Price or Contract Time. If the Successful Bidder declines to make any such substitution, the City may award the contract to the next lowest and most responsive Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security to the City of any Bidder. Any Subcontractor, supplier, other person or organization listed by the Contractor and to whom the Engineer does not make written objection prior to the recommendation of award to the City Council will be deemed acceptable to the City subject to revocation of such acceptance after the Effective Date of the Contract Agreement as provided in the General Conditions.

9.2. No Contractor shall be required to employ any Subcontractor, supplier, person, or organization against whom he has reasonable objection.

## **10. BID/PROPOSAL FORM**

10.1. The Bid/Proposal Form is included with the Contract Documents and shall be printed in ink or typewritten. All blanks on the Bid/Proposal Forms must be completed. Unit Prices shall be to no more than two decimal points in dollars and cents. The Bidder must state in the Bid/Proposal Form in words and numerals without delineation's, alterations or erasures, the price for which they will perform the work as required by the Contract Documents. Bidders are required to bid on all items in the Bid/Proposal form. The lump sum for each section or item shall be for furnishing all equipment, materials, and labor for completing the section or item as per the plans and contract specifications. Should it be found that quantities or amounts shown on the plans or in the proposal, for any part of the work, are exceeded or should they be found to be less after the actual construction of the work, the amount bid for each section or item will be increased or decreased in direct proportion to the unit prices bid for the listed individual items.

10.2. Bids by corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed. The corporate address and state of incorporation shall be shown below the Signature. If requested, the person signing a Bid for a corporation or partnership shall produce evidence satisfactory to the City of the person's authority to bind the corporation or partnership.

10.3. Bids by partnerships shall be executed in the partnership name and signed by a general partner, whose title shall appear under the signature and the official address of the partnership shall be shown below the signature.

10.4. All names shall be typed or printed below the signature.

## **11. SUBMISSION OF BIDS**

11.1. It is recommended that bids are submitted electronically through the City's e-Procurement Portal located at <https://procurement.opengov.com/portal/myclearwater>. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

Sealed Bids not submitted electronically shall be submitted at or before the time and at the place indicated in the Advertisement for Bids and shall be submitted in a sealed envelope with the project name and number on the bottom left-hand corner. If forwarded by mail, the Bid shall be enclosed in another envelope with the notation "Bid Enclosed" on the face thereof and addressed to the City of Clearwater,

attention Purchasing Manager. Bids will be received at the office indicated in the Advertisement until the time and date specified. Bids in any other form will not be accepted.

E-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Clearwater, its employees or agents for premature opening of a bid that is not properly addressed and identified.

11.2. If submitting a hard copy, the sealed bid envelope shall contain, but not be limited to, the Proposal/Bid Bond and corresponding Power of Attorney, Affidavit, Non-Collusion Affidavit, Proposal (pages one and two), Addendum Sheet, Bidder's Proposal, Scrutinized Companies and Business Operations with Cuba and Syria Certification Form, and E-Verify form.

## **12. MODIFICATION AND WITHDRAWAL OF BIDS**

12.1. For bids submitted electronically, vendors may use the "Unsubmit Response" button located on the Response Details page of their submission. Responses may be resubmitted once they have been edited or modified as needed.

For mailed in or hand delivered bids, written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. Written requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid.

No oral requests will be allowed.

Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.

## **13. REJECTION OF BIDS**

13.1. To the extent permitted by applicable State and Federal laws and regulations, the City reserves the right to reject any, and all Bids, and to waive any, and all informalities. Grounds for the rejection of a bid include but are not limited to a material omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced unit prices, or irregularities of any kind. Also, the City reserves the right to reject any Bid if the City believes that it would not be in the best interest of the public to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City reserves the right to decide which bid is deemed to be the lowest and best in the interest of the public.

## **14. DISQUALIFICATION OF BIDDER**

14.1. Any or all bids will be rejected if there is any reason for believing that collusion exists among the bidders, the participants in such collusion will not be considered in future proposals for the same work. Each bidder shall execute the Non-Collusion Affidavit contained in the Contract Documents.

## **15. OPENING OF BIDS**

15.1. Bids will be opened and read publicly at the location and time stated in the Advertisement for Bids. Bidders are invited to be present at the opening of bids.

## **16. LICENSES, PERMITS, ROYALTY FEES AND TAXES**

16.1. The Contractor shall secure all licenses and permits (and shall pay all permit fees) except as specifically stated otherwise in the Technical Specifications. The Contractor shall comply with all Federal and State Laws, County and Municipal Ordinances and regulations, which in any manner effect the prosecution of the work. City of Clearwater building permit fees and impact fees will be waived except as specifically stated otherwise in the Technical Specifications.

16.2. The Contractor shall assume all liability for the payment of royalty fees due to the use of any construction or operation process, which is protected by patent rights except as specifically stated otherwise in the Technical Specifications. The amount of royalty fee, if any, shall be stated by the Contractor.

16.3. The Contractor shall pay all applicable sales, consumer, use, and other taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and sales tax exemptions and complying with all requirements.

16.4. The City of Clearwater is exempt from state sales tax on materials purchased by the City and incorporated into the WORK. The City of Clearwater reserves the right to implement the Owner Direct Purchase (ODP) Option, as may be indicated in the Scope of Work Description in Section IV – Technical Specifications and as defined in Section III – General Conditions.

## **17. IDENTICAL TIE BIDS/VENDOR DRUG FREE WORKPLACE**

17.1. In accordance with the requirements of Section 287.087 Florida Statutes regarding a Vendor Drug Free Workplace, in the event of identical tie bids, preference shall be given to bidders with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none or all of the tied bidders have a drug-free workplace program. In order to have a drug-free workplace program, a contractor shall supply the City with a certificate containing the following six statements and the accompanying certification statement:

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

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

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, or of any controlled substance law, of the United States, or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

I certify that this firm does/does not (select only one) fully comply with the above requirements.

## **18. AWARD OF CONTRACT**

18.1. Discrepancies between words and figures will be resolved in favor of words. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

18.2. In evaluating the Bids, the City will consider the qualifications of the Bidders, whether the Bids comply or not with the prescribed requirements, unit prices, and other data as may be requested in the Bid/Proposal form. The City may consider the qualifications and experience of Subcontractors, suppliers and other persons and organizations proposed by the Contractor for the Work. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons, and organizations to perform and furnish the Work in accordance with the Contract Documents to the City's satisfaction within the prescribed time.

18.3. If the Contract is to be awarded, it will be awarded to the lowest responsible, responsive Bidder whose evaluation by the City indicates to the City that the award will be in the best interest of the City.

18.4. Award of contract will be made for that combination of base bid and alternate bid items in the best interest of the City, however, unless otherwise specified all work awarded will be awarded to only one Contractor.

18.5. The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes, specifically to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City of Clearwater in order to perform the service;

B. Provide the public with access to public records on the same terms and conditions that the City of Clearwater would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

D. Meet all requirements for retaining public records and transfer, at no cost, to the City of Clearwater all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City of Clearwater.

## **19. BID PROTEST**

### **19.1. RIGHT TO PROTEST:**

Pursuant to Section 2.562(3), Clearwater Code of Ordinances, a bidder who submitted a response to a competitive solicitation and was not selected may appeal the decision through

the bid protest procedures, a copy of which shall be available in the Procurement Division. A protesting bidder must include a fee of one percent of the amount of the bid or proposed contract to offset the City's additional expenses related to the protest. This fee shall not exceed \$5,000.00 nor be less than \$50.00. Full refund will be provided should the protest be upheld. No partial refunds will be made.

## **20. TRENCH SAFETY ACT**

20.1. The Bidder shall comply with the provisions of the City of Clearwater's Ordinance related to trench digging (Ordinance No. 7918-08) along with the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes) and the provisions of the Occupational Safety and Health Administration's (OSHA) excavation safety standards, 29 C.F.R.s 1926.650 Subparagraph P, or current revisions of these laws.

## **21. CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL MANAGEMENT MEASURES**

21.1. The Bidder shall comply with the provisions of the Environmental Protection Agency (EPA) National Pollution Discharge Elimination System (NPDES) stormwater permit and implement stormwater pollution prevention plans (SWPPP's) or stormwater management programs (both using best management practices (BMPs) that effectively reduce or prevent the discharge of pollutants into receiving waters.

A. The control of construction-related sediment loadings is critical to maintaining water quality. The implementation of proper erosion and sediment control practices during the construction stage can significantly reduce sediment loadings to surface waters.

B. Prior to land disturbance, prepare and implement an approved erosion and sediment control plan or similar administrative document that contains erosion and sediment control provisions.

NPDES Management Measures available at [City of Clearwater Engineering Environmental Division](#) and [EPA](#) websites to help address construction-related Best Management Practices.

### **GENERAL CONDITIONS**

Section III - General Conditions can be found on the City's website at:

<https://www.myclearwater.com/Business-Development/Doing-Business-with-the-City/Engineering-Construction-Bid-Information/Contract-Specifications>

### **TECHNICAL SPECIFICATIONS**

#### **3.1 SCOPE OF WORK**

Project Name: Baycare Ball Park Berm Wall Repair

Project Number: 26-0002-PR

Scope of Work:

The work shall consist of providing new structural stability to the existing outfield berm wall in the form of soil nail shotcrete walls along the berm. The shotcrete wall will span the entire height of the berm with a

concrete curb 1 ft above the top of soil at the top of wall. The soil nails will be placed at uniform spacing along the extend of the wall.

Construction duration 90 calendar days.

### **3.2 Section IV - Technical Specifications**

Section IV - Technical Specifications can be found on the City's website at:

<https://www.myclearwater.com/Business-Development/Doing-Business-with-the-City/Engineering-Construction-Bid-Information/Contract-Specifications>

### **3.3 Section V - Contract Documents**

Section V - Contract Documents can be found on the City's website

at: <https://www.myclearwater.com/Business-Development/Doing-Business-with-the-City/Engineering-Construction-Bid-Information/Contract-Specifications>

## **SUPPLEMENTAL TECHNICAL SPECIFICATIONS - Section IVA**

### **4.1 SUPPLEMENTAL TECHNICAL SPECIFICATIONS**

## **SCOPE OF WORK**

### **I. DESCRIPTION**

The work shall consist of providing new structural stability to the existing outfield berm wall in the form of **soil nail shotcrete walls** along the berm. The shotcrete wall will span the entire height of the berm with a concrete curb 1 ft above the top of soil at the top of wall. The soil nails will be placed at uniform spacing along the extent of the wall.

### **II. WORK PROCEDURE**

The work shall be in accordance with all applicable codes, and the referenced plans and specifications, as amended during the project. Note: The contractor shall coordinate and schedule the work as required to maintain the daily operation of the building with other contractors working at the site. Unless otherwise approved, the work schedule will be Monday through Friday between the hours of 7:30 a.m. and 5:30 p.m. Additional working hours may be requested and coordinated with the owner for nights and weekends. An event schedule will be provided at the pre-bid meeting however, it is subject to change for additional events. All work is to be **completed within a 90-calendar day period, immediately after the completion of Phillies Spring Training 2026 with a construction start date to be determined at a pre-bid meeting.**

### **III. SCOPE OF WORK**

1. Contractor shall provide all barricades, shoring (to include design by a designated structural engineer), etc., as necessary to protect the structure and safety of visitors and workers at all times.
2. Contractor staging to be determined at the pre-construction meeting.
3. Demolition:
  - a. Partial Removal of Berm
4. Concrete repairs shall be as directed by the engineer, per the enclosed specifications, and the applicable unit prices.

5. Protection of all horizontal and vertical surfaces adjacent to the work that are not subject to repair.

6. Pre-construction meeting prior to award of contract (exact date to be determined). At this meeting the contractor will provide the following:

- a. Schedule of Values to be utilized for progress payments.
- b. Detailed progress schedule.
- c. Material submittals.
- d. Discussion of project closeout procedures.
- e. Owner to provide updated events schedule.
- f. Owner to provide electric and water.
- g. Contractor to provide employee sanitation (shall not use public restrooms).
- h. Paint cleaning procedures. Contractor must provide his own paint cleaning containment on-site. No paint cleaning can be flushed down sanitary, or storm sewer systems or landscape areas. No dumping on-site property. Violations will be subject to fines by the City or Pinellas County EPA.
- i. The schedule is to be discussed at project meetings as follows:
  1. Work completed the past two (2) weeks.
  2. Work scheduled next two (2) weeks.
  3. Issues of concern. (Questions and answers.)
  4. Updated schedule.
  5. Draft pay request and submission of invoice.

7. Quality Assurance:

- a. The contractor's field superintendent is to review the project documents in total, and subsequently meet with the engineer prior to starting the work to address any questions relevant to the project requirements.
- b. Contractor is to prepare mockups of all specified repair procedures for the engineer's review prior to proceeding with the work.
- c. Contractor will also provide a pachometer, multi-meter, and an adequate supply of phenophtalein for the superintendent's use during the project.
- d. Note: Contractor is to inspect and sound, all suspected damaged concrete prior to starting repairs. Subsequently, the contractor will provide a written report to the engineer on the extent of the concrete and other repairs required, to include estimated quantities and cost projections based on the contract Schedule of Values.
- e. Owner will provide a Clerk-of-the-Works for coordination of daily activities within the facility, and confirmation of unit price quantities, along with other duties as required by the owner.

f. The contractor's superintendent will be required to maintain a daily log on-site identifying the number of workers, work activity, change in weather conditions, etc. (Include a copy with closeout documents.)

8. Other items as specified herein (or shown on the drawings).

9. Other repairs may be required as part of this project that are not yet known. This will be as directed by the owner (or) engineer. The additional cost on this work shall be in accordance with the contract.

10. Items excluded in base bid:

a. Any electrical work.

b. Work items specifically identified as "by owner".

**IV. ALTERNATES:** (As identified herein)

**SUBSECTION 0001 ADDITIONAL INSTRUCTIONS TO BIDDERS  
(ALSO SEE OWNER'S SECTION II)**

**1. DOCUMENTS**

Plans and specifications are as noted herein.

**2. TYPE OF PROPOSALS REQUESTED**

Proposals shall be submitted on bidder letterhead, in the format identified herein.

**3. TIME AND PLACE**

For proposal refer to Section I and Contract Section IV. (The City of Clearwater will provide these sections.)

**4. CONTRACTS**

The successful contractor will be expected to execute a contract for the scope of work identified herein using an AIA A104 (2017) Abbreviated Form of Agreement between Owner and Contractor, or as noted in the invitation for bid.

**5. STATE AND LOCAL LAWS**

Bidders shall comply with all federal laws and acts, those of the State of Florida, and all local and county ordinances.

**6. INTERPRETATION OF DOCUMENTS**

The owner or owner's agent will not be responsible for any oral interpretation of the meaning of the plans, specifications, or other pre-bid documents to any bidder or supplier.

**7. CHANGES AND SUBSTITUTIONS**

Items herein specified under manufacturer's names and catalog numbers are intended as a basis of quality and not as a closed specification unless otherwise noted. Voluntary alternates are welcome but must be identified separately in the bidder's proposal.

#### **8. MODIFICATIONS - WITHDRAWAL OF BID**

Proposals may only be modified up to the time of bid after which bidder's proposal shall stand for thirty (30) days.

#### **9. SALES AND USE TAX**

Each bidder shall include in his proposal all sales and use taxes on the work covered by his contract.

#### **10. SUBMITTALS - TO BE PROVIDED AT THE PRE-CONSTRUCTION MEETING**

The Contractor shall prepare and submit in a timely manner, all shop drawings (or other submittals) as may be necessary to describe completely the details of construction of the work. Approval of such submittals by the Engineer shall not relieve the contractor of its obligation to perform work in strict accordance with plans, specifications, and other contract documents, nor of its responsibility for the proper matching and fitting of the work. (Log to be maintained by the contractor and included with each submittal.)

#### **11. OWNER REQUIRED DOCUMENTS**

Contractor agrees to furnish any waiver, warranties, guarantees, affidavits, or other documents required by the Owner within ten (10) days of notification. If such documents are not furnished within such period, the owner may withhold payments currently owed until such time as the documents are received. Contractor to provide three (3) hard copies plus three (3) electronic copies of all closeout documents. (Thumb drive.)

#### **12. LAYOUT**

The contractor is responsible for its own field engineering, and/or layout.

#### **13. PROTECTION OF WORK**

The contractor shall provide and maintain at all times sufficient protection of all work material, and equipment from damage or loss of theft, vandalism, and mischief and shall protect the Owner's and adjoining properties from any and all injury arising in connection with the performance of said work. Contractor shall make good any damage or injury occurring without any expense whatsoever to the Owner.

#### **14. GUARANTEE**

A written two (2) year guarantee from final acceptance (unless otherwise stated in the specifications) is required upon completion of the project. Receipt of this guarantee is required prior to final payment.

#### **15. AS-BUILT DRAWINGS**

A final set of as-built drawings are required upon completion of the project, to include three (3) hard copies in three ring binders, plus three (3) electronic files turned over to the owner at project closeout. Receipt of these materials is required prior to processing the contractor's final payment.

#### **16. PERMITS**

Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. The Owner shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. Contractor shall pay all charges of utility owners for connections to the work, and the Owner shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

Unless otherwise stated in the Contract Documents, Clearwater Building Permit Fees will be waived.

#### **17. INSURANCE - See General Requirements from the City of Clearwater**

Note: The contractor's general liability insurance policies shall include the owner and engineer as additional insured, and so noted on the insurance certificate.

#### **18. BONDS**

The Owner requires a 100% performance and payment bond, only if the contract is greater than \$150,000. Contractor shall record the surety bond at the Pinellas County Courthouse, with the original being submitted to the owner prior to commencement of work. Final payment is subject to receipt of "consent" of surety, upon completion of the work. An affidavit from the surety bond company will be required before processing final payment.

#### **19. PRE-BID MEETING:**

The contractor(s) shall visit the site, confirm the existing conditions, and attend the Pre-Bid meeting prior to submitting their proposals. The pre-bid meeting to be per Section I.

#### **20. NOTICE OF COMMENCEMENT**

The contractor shall post a "Notice of Commencement" as provided by F.S. 713.13.

#### **21. COVID 19 REQUIREMENTS – N/A**

#### **22. PRE-CONSTRUCTION CONFERENCE**

The successful contractor shall meet with the owner and engineer prior to starting the work to review the scope, submittal requirements, staging areas, sequence of work, unit price quantity worksheets, project schedule, contractor access and job conditions, etc. Refer to Subsection 0000, paragraph III.8.

#### **23. PROJECT CONSTRUCTION MEETING**

During construction the engineer (or) owner's representative may conduct regular project "progress" meetings (every two weeks, day and time to be determined at the pre-construction meeting) which will require the attendance of the contractor's project manager and superintendent. These meetings will be held as required by the engineer (or) owner's representative. The engineer (or) owner's representative will issue meeting minutes after each meeting with regards to project status and outstanding issues. Refer to Subsection 0000, paragraph III.8.

#### **24. PROJECT SCHEDULE**

The contractor shall provide a project work schedule in sufficient detail prior to the Pre-Construction meeting. Appropriate updates of the schedule are required at each progress meeting.

#### **25. ALLOWANCES**

The contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Unless otherwise provided in the Contract Documents:

- a. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- b. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances unless otherwise noted.
- c. Labor and Material (L&M) allowances shall include all labor, material, equipment, taxes, etc., plus the contractors OH&P per the Schedule of Values.
- d. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the allowances.

Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the work.

## **26. CONTRACTOR'S TEMPORARY FACILITIES**

Contractor's temporary offices, staging areas, and parking locations shall be in areas designated by the owner. The owner shall provide parking in the south parking lot for the contractor.

- a. The contractor shall provide telephone access to the project superintendent on-site for the length of the project.
- b. Owner to provide sources for electricity and water. Contractor to provide all service from those points.
- c. Contractor shall be able to use the owner's restrooms, as designated by the City. Note: The contractor shall maintain the restrooms (assigned to the contractor) during construction.
- d. Contractor to provide all paint cleanup containment.

## **27. SUPERVISION**

The contractor shall provide a superintendent experienced in construction and waterproofing for the duration of the project.

## **28. PROGRESS PAYMENTS**

The contractor shall submit progress payment applications at the end of each month based on AIA G702/G703, with a cost breakdown acceptable to the owner. Subject to review of the application by the owner's representative, payment shall be made (less 5% retainage) within thirty

(30) days. Final payment, to include monthly retainage holdbacks, is payable in accordance with the terms of the contract. Note: Contractor to prepare and submit with each invoice all necessary worksheets signed by the owner's agent that supports payment for unit price quantities at progress meetings. (Advance deposits will not be approved unless specifically authorized by the owner in advance.)

## **29. PROCEDURES FOR PAYMENT APPLICATIONS - Provided at progress meetings**

- a. Prepare Payment Application for each billing period identified in the contract on A1A forms (G702 and G703), or on forms approved by the engineer.

- b. Payment Application breakdown shall be in accordance with the CONTRACT Schedule of Values approved by the engineer.
- c. Contractor shall submit a “draft” copy of the Payment Application for the engineer’s review and comments.
- d. Contractor shall revise and resubmit the Payment Application in sufficient copies necessary for the project requirements.
- e. Each Payment Application shall include:
  - 1. Contractor’s signature with notary seal.
  - 2. Date of Application.
  - 3. Time period of Application.
  - 4. Number each sheet.
  - 5. The contract start date.
  - 6. The contract “name” of the project.
  - 7. List only change orders that have been approved.
  - 8. This item has been left intentionally blank.
  - 9. This item has been left intentionally blank.
  - 10. A copy of the unit price quantity summary for the subject pay period identifying the total quantities for each of the unit price line items, with the project superintendent and owner representative’s signature. (See Exhibit 3.)
  - 11. Surety affidavit for final payment is required.
  - 12. A 5% retainage may be requested upon Building Permit closeout, Certification of Completion from the City of Clearwater Building Department, and preliminary walk through with owner has been conducted.
  - 13. The remaining 5% retainage and all money due to the contractor shall be paid upon completion of the following:
- f. Final walk through with engineer and owner.
- g. Submittal of closeout documents to include “As-Built” drawings has been turned over the owner, to include three (3) hard copies in three ring binders, plus three (3) electronic copies. (Thumb drive)

### **30. CHANGES IN THE WORK**

When the owner authorizes changes in the work, the contractor shall prepare a cost breakdown acceptable to the engineer (and/or) owner based on the terms of the contract. Upon approval of the cost, the contractor shall prepare a change order to the contract using AIA Form G701.

### **31. PROJECT CLOSEOUT**

Upon completion of the project, the contractor will provide the owner with all documentation required by the contract, plans, and specifications. (Refer to Exhibit 3 for checklist.)

## **(SECTION IV - A) SUBSECTION 0002 GENERAL CONDITIONS**

The AIA A107 General Conditions (2007) shall be applicable, except as amended by Instructions to Bidders (Section 0001). See also owner's general conditions in Sections II and III.

**SECTION IV - A SUBSECTION 0003**

**CITY OF CLEARWATER PURCHASE ORDER NO. 25001046**

**(SCHEDULE OF VALUES)**

**BAYCARE BALLPARK BERM WALL REPAIR SCHEDULE OF VALUES**

- A. Lump sum (LS) quantities are for information only. Contractor to verify all LS quantities.
- B. Any contingency funds remaining shall be returned to the Owner upon close out of purchase order.
- C. Details are noted by (Detail #/Sheet #).
- D. Concrete pay quantities to be a minimum of 1/4 CF per repair location.
- E. Surface spalls pay quantities to be a maximum of one (1) SF.

**CONSTRUCTION SCHEDULE**

- A. Contractor agrees to commence work within 7 calendar days from the execution of the contract, notice to proceed, and permit is available.
- B. Contractor further agrees to complete the work within 90 calendar days execution of the contract, notice to proceed, and receipt of the permit.

**SECTION IV - A SUBSECTION 0004 BAYCARE BALLPARK**

Book Specifications Section 033000 – Cast-in-Place Concrete

Section 312300 – Site Preparation, Earthwork, for Foundations

**BAYCARE BALLPARK BERM WALL REPAIRS**

**PROJECT SPECIFICATIONS**

**SECTION 033000 CAST-IN-PLACE CONCRETE**

## **PART 1 - GENERAL**

### **1.01 RELATED DOCUMENTS**

A. Drawings and general provisions of the contract, including General and Supplementary Conditions, and Division 1 specification sections, apply to this section.

### **1.02 DESCRIPTION**

#### **A. SCOPE OF WORK**

1. Provide all labor, materials, equipment and services necessary to complete all cast-in-place concrete work, including formwork, reinforcing steel and all related work as shown and specified, except as specifically excluded hereinafter.

2. In addition to construction of cast-in-place concrete work, the work includes the items listed below:

- a. Setting anchor bolts, frames, and other items indicated to be embedded in concrete
- b. Grouting of structural steel bearing on concrete
- c. Concrete curbs
- d. Dowels for masonry walls
- e. Concrete walks
- f. Concrete pavement
- g. Laboratory field testing services

3. Cooperate with affected personnel or contractors in setting and/or fastening sleeves, piping, inserts, conduits, hangers, ties and similar items in the forms, where such items are to be furnished and installed under other subdivisions of these specifications.

#### **B. RELATED WORK NOT SPECIFIED UNDER THIS SUBDIVISION**

1. Foundations and pads not shown on architectural, civil or structural drawings.
2. Furnishing steel frames and grating.
3. Furnishing miscellaneous steel shapes and plates embedded in concrete.
4. Furnishing anchor bolts for structural steel.
5. Furnishing piping and conduit embedded in concrete.

### **1.03 QUALITY ASSURANCE**

#### **A. APPLICABLE STANDARDS**

1. Provide all materials and perform all work in accordance with the latest issue of ACI 301 "Standard Specifications for Structural Concrete A" and the reference specifications listed therein.

2. The applicable provisions of the latest issue of the following ACI and CRSI Standards are made a part of these specifications. Where the provisions of any reference specification conflict with those of ACI 301, the more stringent provisions govern.

<u>ACI NUMBER</u>	<u>TITLE</u>
302.1R	Guide for Concrete Floor and Slab Construction
304.R	Guide for Measuring, Mixing, Transporting and Placing Concrete
304.2R	Placing concrete by pumping methods. 305R Hot Weather Concreting
306R	Cold Weather Concreting
308	Standard Practice for Curing Concrete
309R	Guide for Consolidation of Concrete
315	Manual of Standard Practice for Detailing Reinforced Concrete Structures
318	Building code requirements for reinforced concrete
347	Recommended Practice for Concrete Formwork
70-56 75-18	Guide for Use of Epoxy Compounds with Concrete – Committee 503 Report Concrete committee 503 report. Cold weather concreting.

CRSI NUMBER TITLE

63	Recommended Practice for Placing Reinforcing Bars
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#### 1.04 SUBMITTALS

A. Submit, not less than 21 days prior to placing of concrete, the following proposed concrete mix design data:

1. Intended usage and location for each type
2. Mix design for each type
3. Cement content in pounds per cubic yard
4. Coarse and fine aggregate in pounds per cubic yard
5. Water-cement ratio by weight
6. Cement type and manufacturer
7. Slump range
8. Air content range
9. Admixture types and manufacturers
10. Percent of admixtures by weight
11. Strength test data required to establish mix design

B. Submit complete detail and placing shop drawings for all reinforcing steel including accessories that have been reviewed and stamped by the General Contractor.

## **PART 2 - PRODUCTS**

### 2.01 CONCRETE MATERIALS

- A. Portland Cement - ASTM C 150, Type I. Type III may be used where authorized by the Engineer.
- B. Air-Entraining Admixtures - ASTM C 260, Darax AEA, W. R. Grace & Company, SIKA AER, SIKA, MB-AE90, Master Builders, Air Mix, Euclid Chemical Corp.
- C. Water-Reducing Admixtures - ASTM C 494, Type D. WRDA-64, W.R. Grace & Company Plastiment, SIKA, Pozzolith N, Master Builders.
- D. No accelerators, retarders or admixtures containing chlorides will be permitted.
- E. Use fresh, clean and drinkable water for concrete.
- F. For normal weight concrete use coarse and fine aggregate to conform to ASTM C33.
- G. Super Plasticizer ASTM C494 Type F or G where authorized by the Engineer.
- H. Fly-ash ASTM C618 Type C618. Maximum loss on ignition shall not exceed 3% by weight. The combined weight of fly-ash shall not exceed 20 percent of the total weight of cementitious material. The fly-ash present in blended cement conforming to ASTM C595 shall be included in the calculated percentage. Do not use for architectural concrete.
- I. Ground granulated blast-furnish slag ASTM C989. the combined weight of GGBFS shall not exceed 50 percent of the total weight of cementitious material. Slag used in blended hydraulic cement conforming to ASTM C595 shall be included in the calculated percentage.

## 2.02 PROPORTIONING

A. Concrete Strength – See structural drawings for minimum concrete compressive strength at 28 days.

### B. PROPERTIES

1. Provide concrete having the general properties specified for each class of concrete with the following tables to provide workability and consistency so concrete can be worked readily into forms and around reinforcement without segregation or bleeding, and to provide an average compressive strength adequate to meet acceptance requirements of ACI 301.

## 2.03 PRODUCTION OF CONCRETE

A. Concrete must be batched, mixed and transported in accordance with specifications for ready-mixed concrete ASTM C 94.

B. Concrete shall be batched to produce a slump of 4" plus/minus 1". Refer to 2.02B unless noted otherwise.

C. Provide at the site, delivery tickets for each batch of concrete showing the following:

1. Batch number, volume and date
2. Time of loading
3. Design 28-day compressive strength
4. Concrete type
5. Cement content in pounds per cubic yard
6. Water content in pounds per cubic yard

7. Admixtures in amount per cubic yard

8. Maximum amount of water that may be added at the job site.

D. Restrict the addition of mix water at the job site. Do not add water without the approval of the general contractor and do not exceed slump limitations or total allowable water to cement ratio. Use cold water from the truck tank and remix to achieve consistency. The reports shall indicate how much water was added at the job site. Note on delivery ticket amount of water added and name of person authorizing.

E. During hot weather, conform to the detailed recommendations of ACI 305.

F. When air temperature is between 85 and 90 degrees F., reduce mixing and delivery time to 75 minutes. When air temperature is higher than 90 degrees, reduce mixing and delivery time to 60 minutes.

G. Concrete should be deposited as nearly as practicable to its final position to avoid segregation of materials due to re-handling or flowing.

H. Concreting should be carried on at such a rate that the concrete is at all times plastic and flows readily into spaces between reinforcement.

I. The use of the following is prohibited:

1. Partially hardened concrete
2. Contaminated concrete
3. Re-tempered concrete
4. Concrete that has been re-mixed after it has taken its initial set.

J. After concreting has been started, it should be carried on as a continuous operation until placing of a panel or section, as determined by its boundaries or joints, is completed.

K. All concrete should be thoroughly consolidated by suitable means during placement and should be worked around reinforcement and embedded fixtures and into corners of forms.

## 2.04 PLACING CONCRETE

### A. GENERAL

1. Inner surfaces of conveying equipment must be free of hardened concrete and foreign materials.
2. All reinforcing bars are to be tied in proper position prior to placing concrete.
3. Provide sufficient time for inspection of all preparatory work before proceeding with the placing of concrete.
4. Immediately prior to placing concrete, sprinkle semi-porous sub-grades sufficiently to eliminate suction and seal porous sub-grades, except where a vapor barrier is used.
5. Deposit concrete in forms in horizontal layers continuously, no deeper than 18 inches. Horizontal cold joints will not be permitted. Fill forms completely using methods to ensure even distribution of aggregate around reinforcement and into corners of forms.

6. When air temperature is between 85 and 90 degrees F, reduce mixing and delivery time to 75 minutes. When air temperature is higher than 90 degrees F, reduce mixing and delivery time to 60 minutes.

7. Concrete shall have a wet cure time of 7 days minimum at 50 degrees minimum temperature.

8. Concrete shall be deposited as nearly as practicable to its final position to avoid segregation of materials due to re-handling or flowing.

c. 9. Concreting shall be carried on at such a rate that the concrete is at all times plastic and flows readily into spaces between reinforcement.

10. The following conditions are prohibited:

a. Partially hardened concrete.

b. Contaminated concrete.

c. Re-tempered concrete.

d. Concrete that has been re-mixed after it has taken its initial set.

11. After concreting has been started, it shall be carried on as a continuous operation until placing of a panel or section, as determined by its boundaries or joints, is completed.

#### B. CONSOLIDATION

1. Consolidate concrete by vibration in accordance with the detailed recommendations of ACI 309.

2. Internal vibrators must be used in beams, girders and framed slabs and along bulkheads or slabs-on-grade to thoroughly consolidate the concrete. Do not use grossly oversized equipment.

3. Do not use vibrators to transport concrete within forms.

#### C. FINISHING

1. Finish concrete slabs in accordance with the finishes and tolerances as specified in ACI 301, and the detailed recommendations in ACI 302. Confirm all finishes with Architect.

2. Dusting of slabs with cement or other materials to absorb excess bleed water is strictly prohibited.

#### TOLERANCE

<u>ITEM</u>	<u>CLASS</u>	<u>FINISH</u>
Exterior Pavement	B	Broom or belt
Exterior Walks/Curbs	B	Fine broom
Exterior Steps	A	Nonslip

3. For flat, very flat and super flat floors, "F" numbers are required for defining flatness and levelness. Refer to ACI 301.1R, Fig. 8.15.1.1, for minimum required "F" numbers for type of slab use.

#### D. NON-SLIP FINISH

1. Give surface a dry shake application as specified in ACI 301 using crushed selected abrasive aggregate of aluminum oxide. The rate of application of blended mixture should not be less than 25 pounds per 100 square feet of surface.

2. Acceptable products are:

<u>TYPE</u>	<u>MANUFACTURER</u>
Grip-It	L&M Construction Chemicals
Frictex N.S.	Sonneborn
Non-slip	Euclid Chemical Co.
Emag 20	Lambert Corp.

## 2.05 REINFORCEMENT

### A. GENERAL

1. Details of concrete reinforcement and accessories not covered herein or shown on drawings to be in accordance with ACI 315.
2. Reinforcement is to be secured in proper position and thoroughly clean of loose rust, scale, grease or other coatings.

### B. REINFORCING MATERIALS

1. Unless otherwise indicated, for all reinforcing shown provide deformed bars conforming to ASTM A 615, or a 616 Grade 60.
2. Smooth dowels - ASTM A 615 and A 616, plain bars having a minimum yield strength of 60,000 psi.
3. Welded wire fabric - ASTM A 185 plain wire fabric in flat sheets.
4. Plain wire to conform to ASTM A 82.
5. Accessories to conform to ACI 315.
6. Where reinforcing rods are used as supports, use rods no lighter than No. 5.
7. Where concrete surfaces are exposed, make those portions of all accessories in contact with the concrete surface or within 1/2 inch thereof, of plastic or stainless steel.
8. Reinforcing steel should be free of kinks and non-shop bends. Field bends should be only as approved by the architect.

## PART 3 - EXECUTION

### 3.01 PLACING

#### A. GENERAL

1. Place reinforcing in conformance with the requirements of CRSI 63. Place reinforcement in proper position prior to placing concrete. Placing reinforcement during concrete placement will not be permitted.

2. Unless otherwise shown or indicated, provide minimum concrete protective covering for reinforcement as follows:
  - a. Concrete deposited against the ground, 3".
  - b. Formed surfaces exposed to weather or in contact with the ground, 2" for reinforcing bars No. 6 or larger, and 1-1/2" for reinforcing bars No. 5 or smaller.
  - c. Interior surfaces, 1-1/2" for beams, girders and columns, 3/4" for slabs, walls and joists.
  - d. See drawing for special conditions.
3. Support reinforcing for slabs-on-grade on staggered concrete bricks or metal or plastic bar chairs and spacers with metal plates.
4. Unless specifically authorized, do not bend reinforcement partially embedded in hardened concrete.
5. Support and fasten all dowels in the formwork prior to placing concrete. Do not place dowels after concrete is in place.

### 3.02 JOINTS

#### A. CONSTRUCTION JOINTS

1. Construction joints not shown in the contract documents must be located and made to least impair the strength of the structure.
2. No horizontal construction joints will be permitted in beams, girders or slabs.
3. Location of any construction joint not shown is subject to review and acceptance by Engineer.
4. Reinforcing is continuous through all construction joints. Obtain bond by roughening surface of concrete in an acceptable manner which will expose aggregate uniformly and will not leave any lence, loosened particles or aggregate or damaged concrete at surface.
5. Construction joints shall be cleaned, wetted, and standing water removed.
6. All concrete shall be thoroughly consolidated by suitable means during placement and should be worked around reinforcement and embedded fixtures and into corners of forms.
7. Concrete wet cure time to be 7 days minimum at 50 degrees minimum temperature.

#### B. EXPANSION JOINTS

1. Reinforcement or other embedded metal items bonded to the concrete (except dowels in floors bonded on only one side of joints) will not be permitted to extend continuously through any expansion joint.

#### C. DOWELED SLIP JOINTS

1. Use completely smooth round bars for dowels.
2. For construction joints, paint half of bar with red paint. When dry, coat painted end with satisfactory grease to insure against bond with concrete.
3. For control joints, paint and grease entire bar.

4. For expansion joints, paint, grease and provide a metal expansion cap for one end.
5. Place in forms to insure that bars are perpendicular to joint face. Stop reinforcement at doweled slip joints so that it will not extend through joint.

D. JOINT MATERIALS

1. Expansion joint filler non-bituminous type - ASTM D 1752, resin impregnated fiberboard Homosote 300 or Thermosetting Polyurethane, W. R. Meadows' Rescor. Asphalt impregnated materials are unacceptable.
2. Polyethylene Film - ASTM D 2103 minimum 6 mil.
3. Horizontal Joint Sealer - 2-component self-leveling urethane conforming to Federal Specification TT-S- 227E, Type 1, Class A. Color to match concrete. Acceptable products are :

<u>TYPE</u>	<u>MANUFACTURER</u>
Daraseal-U	A. C. Horn
Sonolastic SL2	Sonneborn
Pourthane	W. R. Meadows

4. Vertical Joint Sealer - 1-component Polyurethane conforming to Federal Specification TT-S-002306, Type II, Class A, color to match concrete.

Acceptable products are:

<u>TYPE</u>	<u>MANUFACTURER</u>
SIKAFLEX IA	SIKA

SONOLASTIC NPI      Sonneborn

5. Epoxy Joint Sealer - semi-rigid epoxy, MM80 as manufactured by Metzger McGuire Co., master fill 300 by Master Builders.
6. Epoxy Bond - 2-component 100 percent solids epoxy resin, amine cured. Acceptable materials are Concessive Series by Master Builders, Sonneborn's Epogrip and Epiweld 580 by Lambert Corp.
7. Epoxy Grout - Epoxy bond filled with suitable mineral filler, 100 percent passing the No. 100 sieve, in ratio to insure thixotropic action without impairment of adhesive properties.
8. Compressive Joint Material - expanded polystyrene having a compressive strength not less than 8 psi when the board is compressed to a deformation of 5 percent of its original thickness when tested in conformance with ASTM C 165, modified to change drying temperature to 150oF.
9. Felt - 30 pound asphalt or coal tar roofing felt ASTM D 226 or D 227.

E. PLACING DOWELS IN EXISTING CONCRETE

1. Use deformed reinforcing bars as dowels. Drill holes in existing concrete of size 1/2" larger in diameter than the dowel using power-driven drill with tungsten-carbide tipped bit ground to insure against oversize hole. Clean out holes with air

Thoroughly swab surfaces of hole and embedded portion of dowel with epoxy grout. Force dowel into place. Wipe off excess grout and let set for not less than 12 hours at a temperature above 60oF.

### 3.03 FORMWORK

#### A. GENERAL

1. Provide and construct formwork in accordance with ACI 301 and 347.
2. Form design by P.E. registered in the State of Florida.
3. Observe and check formwork continuously while concrete is being placed to determine that there are no evidences of changes of elevations, plumbness, or camber and adjust forms as necessary. If, during construction, any such evidence or other defect appears, stop the work, remove concrete placed, if necessary, and repair formwork or supports before proceeding.
4. Earth cuts may be used as forms for footing vertical surfaces increase size 2 inch.
5. Forms and shoring is the responsibility of General Contractor.

#### B. FORMWORK MATERIALS

1. Make forms of lumber, plywood, metal or other materials suitable to provide the strength and tolerances specified herein before and the surface finishes specified hereinafter.
2. Forming exposed surfaces use any of the following materials as suitable for the specified finish, and to produce smooth uniform surfaces, true-to-line, in order that surfaces produced will require little finishing:
  - a. New plastic-bonded natural plywood, American Plywood Association, HD Overlay Plyform Class I, Ext-APA, or equal.
3. For forming exposed surfaces use plywood, or other nonmetallic surfaces free from knots, warps, breaks, or other defects likely to cause irregular surfaces.
4. Provide commercial formulation form coating compounds with maximum VOC of 350 mg/1 that will not bond with stain or adversely affect concrete surfaces and will not impair subsequent surface treatments.

#### C. REMOVAL OF FORMS

1. Forms and shoring in the formwork supporting the weight of concrete, in beams, slabs and other structural elements are to remain in place until the concrete has reached its specified 28-day compressive strength.
2. Formwork and facing forms for members such as grade beams, foundation walls and spread footings not supporting the weight of concrete may be removed as soon as the concrete has hardened sufficiently to resist damage from the removal operations.
3. Arrange shores and other vertical supports so that the non-load carrying form-facing material may be removed without loosening or disturbing the shores and supports.
4. Whenever the formwork is removed during the curing period, continue curing of both the unexposed and exposed concrete by one of the methods specified in section "Curing and Protection".

#### D. REMOVAL STRENGTH

1. Removal Strength - The concrete will be presumed to have reached its specified strength when additional test cylinders (paid for by contractor) are field cured along with the concrete they represent and have reached the strength specified.

### 3.04 REPAIR OF SURFACE DEFECTS

#### A. GENERAL

1. Patch all tie holes and repair all honeycombed and defective areas immediately after form removal.
2. For surfaces other than those to be backfilled against, use patching mortar.
3. For surfaces to be backfilled against, use mastic damp-proofing compound, except that where reinforcing is exposed, use patching mortar.
4. Remove all honeycombed and defective concrete down to sound concrete prior to patching. Thoroughly clean the holes of dirt and debris.

#### B. PATCHING MORTAR

1. Cut edges of honeycombed and defective concrete to form dove-tail (undercut) joints. No feather edges will be permitted.
2. Apply a chemical bonding agent to voided surface. An acceptable product is L&M Construction chemicals – Everbond or equivalent.
3. Patch the cement mortar as specified in ACI 301, or with proprietary patching compounds, except that proprietary patching mixtures may be not used on exposed surfaces.
4. Acceptable proprietary patching mixtures are:
  - a. Euclid Chemical Corporation - Poly Patch
  - b. SIKA - Sikaset Mortar
  - c. Emaco R Series - Master Builders
  - d. Lambert Corp, Lambco Vinyl Patch
  - e. Sonneborn - Sonopatch

#### C. MASTIC DAMP-PROOFING COMPOUND

1. Patch full depth of hole and flush the surface with emulsified asphalt mastic heavy viscosity for trowel application. Prepare and place in accordance with manufacturer's directions. Acceptable products are:
  - a. W. R. Meadows - Sealmastic Trowel Mastic
  - b. Euclid Chemical Company - Damp-proofing Asphalt Coatings
  - c. Sonneborn - Hydrocide 700 Mastic
  - d. Lambert Corp – Waterban 60M

### 3.05 FINISHING OF FORMED SURFACES - GENERAL

A. After removal of forms, give surfaces of concrete the following finishes as specified in ACI 301.

<u>SURFACE</u>	<u>FINISH</u>
Unexposed	Rough Form
Exposed	Smooth Form Exposed to Public View Smooth Rubbed

### 3.06 CURING AND PROTECTION

#### A. GENERAL

1. Conform to the applicable detailed recommendations of ACI 301 and 308.
2. Hot weather curing to be in accordance with applicable ACI Standard 305.
3. All cast-in-place concrete must be maintained with minimal moisture loss at a relatively constant temperature for a minimum of 7 days following the placing of the concrete by the use of a water spray, water saturated fabric, moisture retaining membrane or liquid curing compound.
4. Full curing days will be determined by the cumulative number of days or fractions thereof during which the temperature of the air in contact with the concrete is above 50oF.
5. Cure slabs-on-grade for the first 72 hours by the use of:
  - a. fog spraying
  - b. ponding
  - c. sprinkling
  - d. continuously wet absorptive mats or fabric
  - e. continue curing by use of moisture retaining cover until concrete has obtained its specified 28 day compressive strength
  - f. or liquid curing compound after finishing process is completed.
  - g. concrete wet cure time to be 7 days minimum at 50 degrees minimum temperature.
6. Submit materials and method of curing for review.
7. Do not use moisture retaining curing compounds for curing surfaces to receive the following coverings, unless it has been demonstrated that such compounds will not prevent bond of:
  - a. Carpet
  - b. Flexible flooring
  - c. Ceramic tiled floors
  - d. Other specified floor systems

#### B. MATERIALS

1. Where moisture retaining membranes or curing compounds are used for curing, provide only materials conforming to the following requirements:

- a. Polyethylene Film - ASTM C171, Type II
- b. Waterproof Paper - ASTM C 171, Type I
- c. Absorptive Cover - AASHTO M 182, Class 3, Burlap cloth made from Jute or Kenaf or ASTM C 440 cotton mats
- d. ASTM C309 spray on at max.

#### C. TEMPERATURE, WIND AND HUMIDITY

1. Do not permit concrete not fully cured to be exposed to excessive temperature changes or high winds.

### 3.07 EMBEDDED ITEMS

#### A. GENERAL

1. Prior to concreting, place all embedded items to be provided under this subdivision or to be furnished under other subdivisions for installation under this subdivision.
2. Give all contractors whose work is related to the concrete or must be supported by it, ample notice and opportunity to introduce and/or furnish embedded items before the concrete is placed.
3. Make certain that all embedded items furnished and set in forms by them are secured in position, and exercise due care not to disturb or damage their work while placing concrete.
4. Set anchor bolts for steel and equipment in accordance with setting drawings or templates which have been reviewed and found satisfactory.
5. Where holes in concrete for such purposes as recesses for railing posts, passageways for pipes, and the like are shown formed by sleeves, the contractor may, at his option, provide such holes by drilling with a acceptable diamond or tungsten carbide tipped drill bits. Fill with epoxy seal after railings are in place.

#### B. EMBEDDED ITEMS TO BE PROVIDED UNDER THIS SUBDIVISION

1. Dovetail anchor slots and dovetail brick anchors - DAS-G20 beehive dovetail anchor slot as manufactured by Gateway Building Products, together with DBA-G14 dovetail brick anchors. provide masonry trades with one anchor for each 16" of anchor slot or fraction thereof plus one additional anchor for each vertical section. Place anchor slots 1'-4" on center in beams and walls where masonry abuts and one slot in each face of each column faced with masonry. Furnish anchors to space 16" on center in slots.
2. Plastic reglets for above and below grade counter flashing. Make of Type A rigid polyvinyl chloride, 0.060" thick, as manufactured by Superior Concrete Accessories, Inc. or equal.
3. Sleeves - galvanized steel pipe ASTM A 120, or plastic pipe ASTM D 2661, ASTM D 2665 or ASTM D 2852, bituminized fiber pipe conforming to ASTM D 1861 or Wilson anchor bolt sleeve.
4. Column Anchor Bolts - ASTM F 1554. Furnish with one leveling nut plus one nut and one washer.

5. Anchor Bolts – ASTM A 307. As shown on drawings.

6. Cast Iron Frames and Grates - as manufactured by Neenah Foundry Company. Castings as manufactured by Flockhart Foundry Company or McKinley Iron Works may be acceptable, provided the dimensions and design are comparable in all respects.

7. Water stops locations as shown on drawings.

### 3.08 VAPOR RETARDER

A. Provide sub-grade under concrete slabs-on-grade with vapor retarder consisting of polyethylene film not thinner than 10 mils, conforming to ASTM E1745, or asphalt laminated reinforced Kraft paper with polyethylene coating on both sides. Moistop as manufactured by FortiFiber Building Systems Group.

B. Provide film in width and length not less than one foot larger than dimensions of slab sub-grade unless patently impracticable. Lap edges not less than 6" and tape continuously. Take care to avoid puncturing film. Immediately prior to placing concrete, tape-seal all tears, cuts and holes.

### B. 3.9 TESTING

#### A. GENERAL

1. The services of an independent testing laboratory shall be retained for obtaining test specimens and performing quality control work, routine testing of materials or proposed mix designs and of resulting concrete for compliance with technical requirements of specifications.
2. Testing of field-cured test cylinders, or testing required because of changes requested by contractor in materials or proportions of the mix, as well as any extra testing of concrete or materials occasioned by failure to meet specification requirements, to be at contractor's expense.
3. Failure of the testing laboratory to detect any defective work or materials is not in any way to prevent later rejection when such defect is discovered, nor is it to obligate the owner for final acceptance.
4. The testing agency and/or its representatives are not authorized to revoke, alter, relax, enlarge or release any requirement of the specifications, not to approve or accept any portion of the work, not to act as foreman or perform other duties for contractor.

#### B. SERVICES PROVIDED BY THE TESTING AGENCY

1. Field Sampling - Secure from different batches, on a truly random basis, composite samples for all field testing required below in accordance with ASTM C 172 where applicable. Take all samples at discharge end of conveying system. Clearly mark each test specimen master as to exact part of the structure represented, class of concrete curing conditions, temperature of concrete, and time and date of sample.
2. Compressive Strength Test - mold and cure test cylinders in accordance with ASTM C 31 and test each cylinder for strength in accordance with ASTM C 39. Take one "test set" consisting of three cylinders for each day's pour of 100 cubic yards, or fraction thereof. Test cylinders one at 7 and one 28 days, one hold.

3. Slump Tests - determine slump range for each "test set" in conformance with ASTM C 143.
4. Air Content Test - determine air content for each "test set" for air-entrained concrete in accordance with ASTM C 231.
5. Submit two copies of the results in each of the above tests and inspection to the contractor and the owner's representative and Engineer.
6. Should any of the test results fail to meet the requirements specified, make an immediate telephone report to the contractor and the owner's representative.
7. Furnish evaluation reports of compression tests as recommended by ACI 214 when any compression test fails to meet the specified strength.
8. Criteria for acceptance of concrete cylinder tests:
  - a. Every arithmetic average of any consecutive three tests equals or exceed  $f'_c$ , and
  - b. No individual strength test (average of two cylinders)  $< f'_c$  by more than 500 psi.

### 3.10 ACCEPTANCE OF STRUCTURE

#### A. GENERAL

1. Acceptance of structure will be made in conformance with ACI 301, except that contractor must pay all costs incurred for providing any additional testing or analysis required when strength of structure is considered potentially deficient.

#### B. CRACKS

1. The contractor will be required to restore without cost to the owner any concrete which develops cracks within a period of one year after placement which has not been caused by action of the owner or others in over stressing the concrete.
2. Repair the cracks by means that will restore the cracked members to their designed strength and appearance by acceptable methods which will not impair the appearance of the affected surfaces, if exposed. Such repairs must be performed by use of suitable epoxy cements employed by an organization having satisfactorily demonstrated ability in the techniques necessary to effect such repairs, or by other acceptable methods.

## **SECTION 312300**

### **SITE PREPARATION, EXCAVATION AND EARTHWORK FOR FOUNDATIONS**

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

##### 1.01 RELATED DOCUMENTS

- A. All requirements of Division 0 and Division 1 forms a part of this section.
- B. A subsurface investigation and soils report have been completed for this project. All work in this section shall comply with the soils report.

##### 1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with federal, state, local, and other duly constituted authorities in matters pertaining to:

1. Permitting
2. Disposal of and hauling of waste material
3. Safety precautions
4. Barricades
5. Protection of environmental matters

#### 1.03 SCOPE OF WORK

A. Perform all work specified herein as indicated within the grading area, i.e., that area within which earth grades are shown to be approximately 5 feet outside building perimeter. Remainder of property is to be left undisturbed, except as otherwise authorized for such purposes as spoil or stock pile areas, temporary ditches, swales and/or haul or access roads, in which case such authorized areas become part of the grading area. This work includes, but is not limited to, the following:

1. Clearing and grubbing of vegetation and debris of all kinds.
2. Stripping.
3. Excavating to grade and subgrades.
4. Excavating and backfilling for foundations.
5. Providing finish load-bearing subgrades for foundations.
6. Disposal of removed materials.
7. Dewatering.
8. Laboratory testing.

B. Related work not specified under this subdivision.

1. Excavation of backfill for utilities.
2. Finish grading.

#### 1.04 GENERAL

A. Contractor shall obtain a copy of the soils report for use with this section.

B. The Contractor shall examine all drawings and the specifications, consult the records of adjacent construction and of any existing utilities, and the connections, if any, and noted all conditions and limitations which may influence the work required by this Section.

C. Where recommendations presented in the soils report conflict with this section, the soils report shall govern.

#### 1.05 EXISTING STRUCTURES

A. Care shall be exercised during excavation, backfilling, and compaction work to avoid damage to existing buildings or foundations.

#### 1.06 PROTECTION

A. Protect trees and dispose of all removed trees including stumps and roots.

- B. Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from equipment and vehicular traffic.
- C. Protect above and below grade utilities which are to remain.
- D. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave in or loose soil from falling into excavation.
- E. Notify Architect/Engineer of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.
- F. Control grades in vicinity of excavations to prevent surface water running into excavated areas.
- G. Conduct earthwork operations under this division to insure against rainwash and silting of watercourses, ponds and adjoining property resulting therefrom. Should such silting occur, restore such areas to their original condition if outside the grading areas, or to lines, grades and conditions shown specified if within grading areas, all at no cost to the Owner.

## **PART 2 - MATERIALS**

### **2.01 FILL MATERIALS**

- A. Fill material shall be as specified in the soils report or at least clean fine sand, free of rubble, organics, clay, debris and other unsuitable material. Fill should be tested and approved prior to acquisition.
- B. Source of new material and length of haul shall be the Contractor's responsibility.
- C. Drainage fill: Crushed stone or gravel so that 100% passes 1-1/2" sieve with not more than 10% passing a No. 4 sieve.

## **PART 3 - EXECUTION**

### **3.01 PREPARATION**

- A. Identify required lines, levels, contours, and datum.
  - 1. Identify known underground utilities. Stake and flag locations.
  - 2. Identify and flag surface and aerial utilities.
  - 3. Notify companies to remove and relocate utilities as required.
  - 4. Maintain and protect existing utilities remaining which pass through work area.
- B. If required, perform remedial de-watering prior to any earthwork operations.
- C. Clear and grub site as defined in the soils report.
- D. Proof-roll the sub-grade in accordance with the soils report and under the observation of the testing laboratory. Proof-rolling will help locate any zones of especially loose or soft soils not encountered in the soil test borings. Then undercut, or otherwise treat these zones as recommended by the testing lab.
- E. Testing the sub-grade for compaction will be as directed by the testing laboratory and as shown on the structural drawings.

### **3.02 FILL**

- A. Fill in areas where required shall be placed in loose lifts as directed by the soils report.

B. In load-bearing areas, fill shall be compacted as recommended in the soils report or at least to 95% of maximum modified Proctor dry density. A moisture content within two percent (2%) points of optimum indicated by the modified Proctor test (ASTM D-1557) is recommended.

C. Perform compliance tests within the fill as directed by the testing lab.

### 3.0 EXCAVATION

A. Excavation shall conform to the dimensions and elevations shown on the drawings, but excavation lines shall be such as to provide sufficient clearance for the proper execution of the work to be installed. Allowances shall be made for work and inspections. Bottom of all excavations shall be trimmed to the levels indicated and sloping surfaces cut in steps shown on drawings. After carrying the excavation to the required depth, the Contractor shall await the inspection and testing of the bearing soil.

B. Control of ground water, including all necessary equipment, to maintain all excavated areas in a dry condition shall be the responsibility of the Contractor.

C. Sides of temporary excavations can be cut to maximum slope of 1:1. However, no claim may be made by the Contractor for extra work for damages resulting from slope stability failure.

D. The bottom of foundation excavations shall be compacted after excavation to densify any soils loosened in the excavation process. Backfill soils placed adjacent to footing or walls shall be carefully compacted with a light rubber tired roller or vibratory plate compactor to avoid damaging the footings and walls. Approved sand fills placed in footing excavations above the bearing level, in trench excavations, and in other areas which are expected to provide slab support and foundation embedment constraint shall be placed in loose lifts not exceeding 6 inches and shall be compacted to a minimum of 95% of the maximum modified Proctor dry density.

E. Test all footing cuts for compaction to a depth of 1 foot, as directed by the testing laboratory.

### 3.04 DEWATERING

A. Refer to the soils report for an estimate of seasonal high ground water table.

B. The geotechnical testing laboratory shall determine the depth of ground water just prior to construction to determine what dewatering will be required.

C. Water control will consist of, but not necessarily be limited to, well points, sumps, and pumps, in conjunction with berms and any needed ditches. Deep wells will not be permitted.

D. Approval by the Architect of data submitted shall not relieve the Contractor of full responsibility for adequacy of dewatering system. In the event that during the progress of the work it is determined that the dewatering system is inadequate, the Contractor shall install and operate such additional dewatering equipment and/or make such changes in the system or plan of operation as may be necessary to perform the dewatering system in an adequate manner.

E. Groundwater shall be maintained at least 24 inches below all earthwork, foundations, and compacted surfaces, or as directed by the testing laboratory.

### 3.05 BACKFILL UNDER AND AROUND BUILDING AREA

A. All debris shall be removed from excavations prior to backfilling and filling.

B. Backfill under and around building area shall be placed in loose layers not exceeding 12" and shall be compacted as defined in the soils report or at least to a density equal to 95% of the modified Proctor maximum dry density as per ASTM D698-70.

C. Backfill in electrical plumbing and mechanical trenches shall be compacted to previously specified density.

**3.06 GRADING**

A. Grade areas to lines and elevations indicated, including adjacent transition areas. Smooth finish surface within specified tolerances. Compact and bring to uniform levels or slopes between points where elevations are shown or between such points and existing grades.

B. Unless shown on the drawings, slope the grade evenly to provide drainage away from the building.

C. Complete the grading operations after the building has been finished, utilities installed, site improvements constructed, and all excavated materials, rubbish, and debris removed from the site. Leave grade for lawns and planted areas clean and at required grades.

**3.07 TESTING**

A. A qualified licensed geotechnical testing laboratory shall be retained to perform all necessary quality control testing for earthwork.

B. All testing shall comply with the project soils report.

C. See structural drawings for a minimum testing program.

D. Provide samples of materials proposed for fills as required. Cooperate with laboratory personnel in obtaining samples, and during quality control testing.

**3.08 SPECIAL NOTES**

A. Fill material shall not be placed against walls until 7 days after grouting of masonry cells. Compaction of exterior fill and interior backfill shall not be performed until wall grout has cured 14 days.

B. Do not use drum compactor within 6 feet of walls. Compaction within 6 feet of walls shall be accomplished with a hand operated vibratory compactor.

**END OF SECTION 312300**

**PRICING SHEET**

**BAYCARE BALLPARK BERM WALL REPAIR**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
<b>1. General Conditions</b>					
<b>a. Permits-total Cost N/A</b>					
b.	Supervision	1	LS		
c.	Tools, Equip, etc	1	LS		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
d.	Survey Quantities	1	LS		
e.	The contractor must utilize a City of Clearwater-Solid Waste Roll off only (to be acquired/supplied by the contractor)	1	LS		
f.	Dewatering	1	LS		
g.	Testing (Geotech, Soil, etc)	1	LS		
h.	Mobilization	1	LS		
i.	Cleanup and Demobilize	1	LS		
j.	P&P Bond	1	LS		
<b>2. Demolition</b>					
a.	Partial Berm Demolition	1	LS		
<b>3. Soil Nail Wall</b>					
a.	Steel reinforcing (1/S2.0)	25,500	LF		
b.	Shotcrete (1/S2.0)	237	CY		
c.	Concrete Soil Nails (1/S2.0, 2/S2.0)	225	EA		
<b>TOTAL</b>					

**CONTIGENCY**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1.	10% contingency from total in above table	1	LS		
<b>TOTAL</b>					

**SUBMITTAL REQUIREMENTS**

**1 Certified Business\***

Are you a Certified Small Business or a Certified Minority, Woman or Disadvantaged Business Enterprise?

Yes

No

\*Response required

When equals "Yes"

*Certified Business Type\**

Pick one of the following

*Select all that apply*

Certified Small Business

Certified Minority, Woman, or Disadvantaged Business Enterprise

\*Response required

When equals "Yes"

*Certifying Agency\**

List the Agency that provided your certification.

\*Response required

When equals "Yes"

*Certification Documentation\**

Provide a copy of your certification

\*Response required

## **2 Vendor Certification\***

By submitting this response, the Vendor hereby certifies that:

- A. It is under no legal prohibition on contracting with the City of Clearwater.
- B. It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- C. It has no known, undisclosed conflicts of interest.
- D. The prices offered were independently developed without consultation or collusion with any of the other vendors or potential vendors or any other anti-competitive practices.
- E. No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the commodities or services covered by this contract. The Vendor has not influenced or attempted to influence any City employee, officer, elected official, or consultant in connection with the award of this contract.
- F. It understands the City may copy all parts of this response, including without limitation any documents or materials copyrighted by the Vendor, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. Chapter 119) or

other applicable law, subpoena, or other judicial process; provided that the City agrees not to change or delete any copyright or proprietary notices.

- G. It hereby warrants to the City that the Vendor and its subcontractors will comply with, and are contractually obligated to comply with, all federal, state, and local laws, rules, regulations, and executive orders.
- H. It certifies that Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this matter from any federal, state, or local agency.
- I. It will provide the commodities or services specified in compliance with all federal, state, and local laws, rules, regulations, and executive orders if awarded by the City.
- J. It is current in all obligations due to the City.
- K. It will accept all terms and conditions as set forth in this solicitation if awarded by the City.
- L. The signatory is an officer or duly authorized representative of the Vendor with full power and authority to submit binding offers and enter into contracts for the commodities or services as specified herein.

Please confirm

\*Response required

**3 E-Verify System Certification\***

***PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.***

The affiant, by virtue of confirming below, certifies that:

- A. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
- B. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
- C. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
- D. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
- E. The Contractor must maintain a copy of such affidavit.
- F. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
- G. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
- H. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

Please confirm

\*Response required

**4 Scrutinized Company Certification\***

Please download the below documents, complete, notarize, and upload.

- [SCRUTINIZED COMPANIES AND B...](#)

\*Response required

**5 Compliance with Anti-Human Trafficking Laws\***

Please download the below documents, complete, and upload.

- [Compliance with 787.06 form...](#)

\*Response required

**6 Section V - Contract Documents\***

Please download the below documents, complete, and upload.

- [Section V - Contract Docume...](#)

\*Response required

**7 W-9\***

Upload your current W-9 form. (available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

\*Response required

