

CONTRACT DOCUMENTS
FOR
TOWN OF LADY LAKE
INTERIOR RENOVATIONS FOR MPO OFFICES
LADY LAKE PUBLIC LIBRARY



BID SET



2301 Lucien Way, Suite 300
Maitland, Florida 32751
(407)647-6623

PROJECT No. 11785.103
March, 2017

**INTERIOR RENOVATIONS FOR MPO OFFICES
LADY LAKE PUBLIC LIBRARY**

TOWN OF LADY LAKE

LAKE COUNTY, FLORIDA

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**INTERIOR RENOVATIONS FOR MPO OFFICES
LADY LAKE PUBLIC LIBRARY**

TOWN OF LADY LAKE

LAKE COUNTY, FLORIDA

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REFER TO PLAN SET TITLED “INTERIOR RENOVATIONS LADY LAKE PUBLIC LIBRARY FOR THE MPO” DATED 3/8/17 PREPARED BY DICKERSON ARCHITECTS, INC. FOR ALL ARCHITECTURAL, MECHANICAL AND ELECTRICAL PLANS, DETAILS AND TECHNICAL SPECIFICATIONS FOR REQUIRED IMPROVEMENTS.

**INVITATION TO BID
TOWN OF LADY LAKE
NO. 2017-0001**

**INTERIOR BUILD-OUT FOR MPO OFFICES
LADY LAKE PUBLIC LIBRARY**

SCOPE OF WORK: The work consists of build-out construction of a portion of the second floor of the Lady Lake Library. The work consists of construction of a new corridor extension, one private office, storage room, an open receptionist space, an open office space for seven cubicles and a meeting room.

Sealed bid offers (Original Bid Form and three (3) complete copies) for furnishing the above will be accepted up to **10:00 a.m., April 5, 2017**, in the Town Clerk's Office, Town of Lady Lake, and 409 Fennell Blvd., Lady Lake, Florida 32159. Bids will be opened immediately afterwards and read in the Town Commission Chambers.

Bids may be obtained electronically at no charge by contacting Nancy Slaton, Deputy Town Clerk, by e-mail at nslaton@ladylake.org, or by calling (352) 751-1501. Additionally Bid Documents may be obtained through Demandstar at <https://www.demandstar.com/>.

A mandatory Pre-Bid Meeting will be held on March 30, 2017 at 10:00 a.m., Room 207, Second Floor, Lady Lake Public Library, Lady Lake, Florida 32159. All interested bidders are encouraged to attend.

The bid must be sealed in an envelope and addressed to **Kris Kollgaard, Town Clerk, Town of Lady Lake, 409 Fennell Blvd., Lady Lake, Florida 32159** and **MUST** be marked on the outside with the following information:

TOWN OF LADY LAKE BID NO. 2017-0001

**INTERIOR BUILD-OUT FOR MPO OFFICES
LADY LAKE PUBLIC LIBRARY**

Bids received after the specified submittal date and time, or improperly marked, will be returned unopened.

Questions should be directed to Steven Cockerham, Neel-Schaffer, Inc. by email steven.cockerham@neel-schaffer.com or by Phone (407) 647-6623 EXT. 3842. The Town of Lady Lake reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

Kris Kollgaard, Town Clerk
Town of Lady Lake

OFFICIAL BID FORM

FOR

**INTERIOR RENOVATIONS FOR MPO OFFICES
LADY LAKE PUBLIC LIBRARY**

Mail or Hand Deliver

ORIGINAL BID FORM (MARKED "ORIGINAL") & THREE (3) COMPLETE COPIES

By April 5, 2017 @ 10:00 AM

To:

**TOWN CLERK
TOWN OF LADY LAKE
409 Fennell Boulevard
Lady Lake, Florida 32159**

Bid Opening:

April 5, 2017 @ 10:05 AM

**Town of Lady Lake
Town Council Chambers
Lady Lake, Florida 32159**

**Mandatory Pre-Bid Conference – March 30, 2017 @ 10:00 AM
Room 207, Second Floor - Lady Lake Public Library**

Interested bidders are encouraged to attend

COMPANY NAME

COMPLETE MAILING ADDRESS

CITY, COUNTY, STATE, ZIP CODE

TELEPHONE NUMBER & FAX NUMBER

CONTACT PERSON

**To: Town of Lady Lake Commission
Town of Lady Lake, Florida**

Gentlemen:

The Undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the Contract Form, General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, with the Bond requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of: INTERIOR RENOVATIONS FOR MPO OFFICES – LADY LAKE PUBLIC LIBRARY in full accordance with the drawings and specifications prepared in accordance with the Contract Documents and, if awarded the contract, to complete the said work within the time limits specified for the following LUMP SUM.

TOTAL BASE BID:

_____ DOLLARS
(In Words)

\$ _____

Contractor shall fill out attached bid breakdown form for the lump sum price.

In the event the contract is awarded to this Bidder, he/she will enter into a formal written agreement with the Owner in accordance with the accepted bid within ten (10) calendar days after said contract is submitted to him/her and will furnish to the Owner a Contract Payment and Performance Bond with good and sufficient sureties, satisfactory to the Owner, in the amount of 100% of the accepted bid. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this proposal, the said bid deposit shall be forfeited as liquidated damages.

The Bidder hereby agrees that there is attached:

- | | | | |
|----|---|-----|-------------|
| 1. | Non-Collusion Affidavit, Attachment A | Yes | ___ |
| 2. | Required Disclosure, Attachment B | Yes | ___ |
| 3. | Bid Bond or Cashiers Check,
(10% of Base Bid) | Yes | ___ |
| 4. | Four (4) Complete copies of this Bid Form
with all attachments | Yes | ___ |
| 5. | References, Attachment E | Yes | ___ |
| 6. | Licenses | Yes | ___ N/A ___ |
| 7. | Bid Breakdown form | Yes | ___ |

Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

If awarded this construction contract, the Bidder agrees to complete the work covered by this contract as follows:

1. Work shall start at the project site within ten (10) days of the effective date of the Notice to Proceed.
2. Final completion in 60 consecutive calendar days from date of Official Notice to Proceed.
3. Should the Successful Bidder fail to complete work as specified, the liquidated damage clause will apply.

The Bidder hereby agrees that the Owner reserves the right to waive informalities in any bid and to reject any or all bids, or to accept any bid that in its judgment will be for the best interest of the Owner.

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD CERTIFICATION:

(NAME OF HOLDER) (CERTIFICATE NO.)

(SIGNATURE OF BIDDER) (CERTIFICATE EXPIRATION DATE)

(NAME TYPED)

IDENTIFICATION OF BUSINESS ORGANIZATION

Complete and submit the following information:

Type of Organization

- Sole Proprietorship Partnership
- Joint Venture Corporation

State of Incorporation:_____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder or proposer will be duly bound:

Name Title Telephone Number

IN WITNESS WHEREOF, THE BIDDER HAS HEREUNTO SET HIS SIGNATURE AND AFFIXED HIS SEAL THIS DAY OF _____, A.D. 20__.

BY _____ (SEAL)

TITLE: _____

PRINT NAME AND TITLE

FEDERAL I.D.# _____

**BID BREAKOUT FORM
TOWN OF LADY LAKE**

**INTERIOR RENOVATIONS FOR MPO OFFICES
LADY LAKE PUBLIC LIBRARY**

BASE BID

Bid Item Number	Item Description	Bid Quantity	Units	Unit Cost	Total
1.0	Mobilization, bonds, insurance, equipment, supplies and incidentals, etc. (Not to exceed 5% of Bid Items 2 - 6)	1	LS		
2.0	Indemnification.	1	LS		
3.0	Build-Out Construction of MPO office space	1	LS		
4.0	Build-Out Construction of MPO meeting room	1	LS		
5.0	Build-Out Construction of Corridor extension	1	LS		
6.0	Execution of General Conditions	1	LS		
TOTAL BID AMOUNT (Summation of Items 1.0 - 6.0)					

CONTRACT

INTERIOR RENOVATIONS FOR MPO OFFICES LADY LAKE PUBLIC LIBRARY

This Contract, made this, the _____ day of _____, 20____, by and between

_____ hereinafter called "Owner" and _____

doing business as a _____ located in _____, hereinafter called

(Corporation, Partnership, or Individual)

the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the INTERIOR RENOVATIONS FOR MPO OFFICES – LADY LAKE PUBLIC LIBRARY in strict accordance with the Contract Documents and the Contract Drawings.

2. The Contractor will commence the work required by the Contract Documents within 10 calendar days after the date of the Notice To Proceed and will attain Final Completion within 60 consecutive calendar days unless the period for completion is extended otherwise by the Contract Documents. The Contractor agrees to pay, as liquidated damages, the sum of \$500 for each consecutive calendar day that he shall be in default in attaining Substantial and Final Completion within the time stipulated as provided herein.

Special Damages: In addition to the amounts provided for liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner shall be paid by Contractor to Owner in the event of such default.

3. The term "Contract Documents" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.

4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner, or his authorized representatives, and in accordance with the Laws of the State of Florida and the Ordinances of the Town of Lady Lake, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ dollars (\$_____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all

materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgements or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation, injury to or death of any person whomever and destruction or damage to any property whatsoever.
 6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Florida, in the sum of _____ dollars (\$_____).
 7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Florida, in the sum of _____ dollars (\$_____).
 8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
 9. In addition to other contract requirements provided by law, each public agency (Town of Lady Lake) contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and condition that the public agency (Town of Lady Lake) would provide the records and at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes current edition 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.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency (Town of Lady Lake) 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 public agency (Town of Lady Lake).
- If the contractor does not comply with a public records request, the public agency (Town of Lady Lake) shall enforce the contract provisions in accordance with the contract.
9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.

10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in five counterparts, each of which shall be deemed an original on the date first above written.

Owner

Contractor

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

Attachment A
NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Town Commission, Town of Lady Lake, Florida and that it will be relied upon by said Town, in any consideration which may give to and any action which it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

A _____, formed under the laws of _____

of which he is _____
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the Town of Lady Lake, also that no head of any department or employee therein, or any officer of Town of Lady lake, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

(AFFIANT)

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of _____, 20__.

Notary Public

(Seal)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification
Type of Identification: _____

Attachment B
REQUIRED DISCLOSURE

The following Disclosure is of all material facts pertaining to any felony or civil conviction or any pending felony or civil charges in the last three (3) years in this State or any other State of the United States against 1) Bidder, 2) any business entity related to or affiliated with bidder, or 3) any present or former executive employee, officer, director, stockholder, partner or owner of bidder or of any such related or affiliated entity. This Disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty percent (20) or less of the outstanding shares of a bidder whose stock is publicly owned and traded.

Attachment C

REFERENCES: List at least four similar projects successfully completed within the last five years

1. Project Name _____
Owner _____
Contact _____
Address _____

Telephone Number _____
Original Contract \$ _____
Change Orders \$ _____
Final Contract \$ _____
Completed on Schedule? _____ Date: _____
Project Description _____

2. Project Name _____
Owner _____
Contact _____
Address _____

Telephone Number _____
Original Contract \$ _____
Change Orders \$ _____
Final Contract \$ _____
Completed on Schedule? _____ Date: _____
Project Description _____

3. Project Name _____
Owner _____
Contact _____
Address _____

Telephone Number _____
Original Contract \$ _____
Change Orders \$ _____
Final Contract \$ _____
Completed on Schedule? _____ Date: _____
Project Description _____

4. Project Name _____
Owner _____
Contact _____
Address _____

Telephone Number _____
Original Contract \$ _____
Change Orders \$ _____
Final Contract \$ _____
Completed on Schedule? _____ Date: _____
Project Description _____

ATTACHMENT D

GENERAL CONDITIONS

ARTICLE 1- THE CONTRACT

The Contract Documents are identified in the Contract, Part D, Titles, Subtitles, Headings, Running Headlines, Table of Contents, and Indexes are printed in the Contract Documents merely for convenience.

ARTICLE 2- DEFINITIONS

The words and expressions (or pronouns used in their stead) defined in this Article shall, wherever they appear in the Contract Documents, be construed as follows unless a different meaning is clear from the context.

“Addenda” shall mean any additional Contract provisions issued in writing by the Town prior to receipt of Bid.

“Bid Proposal” shall mean the offer or proposal of the Bidder submitted on the Official Bid Form and Attachments setting forth the prices for the Work to be performed.

“Bidder” shall mean any person, firm or corporation submitting a Bid for the Work.

“Board of Town Commissioners” shall mean the Board of Town Commissioners, Town of Lady Lake, Florida, or their duly authorized representative(s).

“Change Order” shall mean a written order to the Contractor, signed by the Town, authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Amount or the Contract Time issued after execution of the Contract.

“Contract” shall mean the written agreement between the Town and the Contractor covering the Work to be performed: the Contract will be attached to and made a part of the Contract Documents.

“Contractor” shall mean successful bidder (and vice versa), whether a corporation, firm, individual or any combination thereof, and its (or their) successors, personal representatives, executors, administrators and assigns.

“Contract Amount” shall mean the total monies payable to the Contractor under the Contract Documents. The term ‘Contract Price’ where used in the Contract Documents refers to the Contract Amount.

“Contract Time” will mean the number of calendar days stated in the Agreement for the completion of the Work.

“Town” shall mean the Board of Town Commissioners, Town of Lady Lake, Florida, or their duly authorized representative(s), for whom the Work is being performed.

“Day” shall mean one calendar day when used in the Contract Documents.

“Defective Work” shall mean (a) Work that is unsatisfactory, deficient or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.

“Drawings” shall mean only those drawings specifically referred to as such in these documents or in any Addenda. Drawings issued after the execution of the Contract to explain further, to illustrate, or to show changes in the Work will be known as “Supplementary Drawings” and shall be binding upon the Contractor with the same force as the Drawings.

“Engineer or Professional” shall mean the authorized professional or firm that has prepared the construction document for the Work or Project.

“Final Acceptance” shall mean acceptance of the Work by the Town upon the expiration of the correction period required by the Contract Documents.

“Final Completion” shall mean acceptance of the Work by the Town as evidenced by its signature upon Final Certificate of Completion and approval thereof by the Board of Town Commissioners. The Final Certificate of Completion shall be signed only after the Town has assured itself by tests, inspection or otherwise that all of the provisions of the Contract have been carried out to its satisfaction.

“Notice” shall mean written Notice. Notice shall be served upon the Contractor either personally or by leaving the said Notice at his residence or with his Agency in charge of the Work, or addressed to the Contractor at the residence or place of business given in the Bid and deposited in a postpaid wrapper in any post box regularly maintained by the United States Post Office.

“Notice of Award” shall mean the written notice of award of the Contract given by the Town to the apparent successful Bidder.

“Notice to Proceed” shall mean the written notice given by the Town to Contractor fixing the date the Contract Times will commence to run.

“Professional” shall mean the professional independent Architectural/Engineering firm designated to assist the Town in the work by a prior agreement entered into by the Town and the said firm. The terms “Engineer” and “Architect”, where used in the Contract Documents, refer to the Professional.

“Project” shall mean the entire improvement of which this Contract forms a part.

“Project Manager” shall be the duly authorized representative of the Town during the construction period.

“Shop Drawings” shall mean all drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, a manufacturer, supplier or distributor and which illustrate the equipment, material and/or some portion of the Work.

“Site” shall mean the area upon or in which the Contractor’s operations are carried on and such other areas adjacent thereto as may be designated as such by the Project Manager.

“Specifications” shall mean parts of the Contract Documents identified as “Specifications” and organized into Divisions. The specifications include general requirements and technical descriptions of materials, equipment, construction systems, standards and workmanship. The term “Technical Provisions” where used in the Contract Documents refers to the Specifications.

“Subcontractor” shall mean any person, firm or corporation other than employees of the Contractor who or which contracts with the Contractor to furnish, or actually furnishes labor, materials and/or equipment for the Work.

“Substantial Completion” shall mean the completion of the Work by the Contractor to the point where the Town may make beneficial use of the Work.

“Surety” shall mean any corporation that executes, as Surety, the Contractors Bid Bond, Payment Bond and Performance Bonds securing the performance of this Contract.

“Work” shall mean any and all obligations, duties and responsibilities necessary to the successful completion of the construction assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment, and other incidentals.

ARTICLE 3- NO ASSIGNMENT OF CONTRACT

The Contractor may not make any assignment of the contractual agreement between the parties, in whole or in part, without prior written authorization as may be given by the Town, at its sole discretion.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

ARTICLE 4-QUALIFICATIONS OF SUBCONTRACTORS AND SUPPLIERS

The Project Manager will notify the Contractor in writing if the Project Manager, after due investigation, has reasonable objection to any Subcontractor or Supplier on the Subcontractor or Supplier Page, Bid Form Attachment C-2. If the Project Manager has reasonable objection to any Subcontractor or Supplier, the Contractor shall submit another acceptable to the Town. No increase in Contract Amount or Contract Time will be allowed under this article, unless Contractor can prove substantial increase due to the change, in which case Contractor may request an equitable adjustment to the Contract Amount or Contract Time. If Contractor requests an equitable adjustment as a result of a requested change, Contractor shall make available to the Town all documents necessary, as requested by the Town, to substantiate such adjustment.

The failure of the Project Manager to make objections to any Subcontractor or Supplier on the list shall not constitute a waiver of any right of the Town to reject defective Work, material or equipment; or work, material or equipment not in conformance with the requirements of the

Contract Documents. Should the Contractor desire to add, change or delete a Subcontractor or Supplier previously listed, the Contractor shall submit written justification for said change to the Project Manager for approval prior to the new Subcontractor or Supplier performing any Work on the Project.

ARTICLE 5- STARTING THE WORK

The Contractor will start the Work within **ten (10)** calendar days of the official “Notice to Proceed” date. The Contract Time shall commence on the effective date of the “Notice to Proceed.”

Preconstruction Conference: Within 20 days after the effective date of the Contract, but before Contractor starts the Work at the site, a conference attended by Contractor, Project Manager, Professional and others as appropriate will be held to discuss such topics as may include, but not limited to; schedules, procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, maintenance of traffic, initiation of coordination with affected utilities, agreement upon the Notice to Proceed date, and to establish a working understanding among the parties as to the Work.

ARTICLE 6- INTERPRETATION AND INTENT OF THE CONTRACT DOCUMENTS

It is the intent of the Specifications and Drawings to describe the complete Work to be constructed in accordance with the Contract Documents. However, the Town makes no representation or warranty of any nature whatsoever to the Contractor concerning such documents. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he will call it to the Project Manager’s attention in writing before proceeding with the Work affected thereby. Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict, the more stringent requirements shall take precedence and govern.

Written clarifications or interpretations (which shall be consistent with or reasonably inferable from the Contract Documents) will be issued in response to a Contractor Request for Interpretation (RFI) or as the Project Manager or Professional may otherwise determine necessary. If the Contractor believes a written clarification or interpretation justifies an increase in Contract Amount or Contract Time, the Contractor shall make a claim for such increase in accordance with Articles 13 and 14 of the General Conditions, If the Contractor is authorized by the Town to proceed with the Work involved before full agreement is reached on (a) whether any increases are due at all, or (b) the extent of any such increases (if any are determined to be due), the Contractor shall furnish daily to the Project Manager, or Professional, actual cost records.

ARTICLE 7-REFERENCE POINTS

Availability of Lands: The Town will furnish, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands upon which the Work is to be done, rights-of-way for access thereto and such other lands which are designated for the use of the

Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained by the Town unless otherwise specified in the Contract Documents. If the Contractor believes that any delay in the Town's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Article 14. The Contractor will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. The Project Manager will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface test.

ARTICLE 8- BONDS AND INSURANCE

Payment Bond and Performance Bond: The Contractor will execute the Payment Bond and, when required, the Performance Bond included herein as security for the faithful performance and payment of all his obligations under the Contract Documents. These Bonds shall be in amounts at least equal to the Contract Amount and in such form and with such sureties as are acceptable to the Town. Prior to execution of the Contract Documents, the Town may require the Contractor to furnish such other Bonds, in such form and with such sureties as it may require. If such Bonds are required by written instructions given prior to opening of Bids, the premiums shall be paid by the Contractor. If the Contract is increased by Change Order, it shall be the Contractor's responsibility to insure that the Performance Bond and Payment Bond be amended accordingly and a copy of the amendment is forwarded to the Town.

If the Surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any State where any part of the Work is located or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the Town.

Insurance Requirements:

- A. Contractor shall procure and maintain for the duration of this Contract, insurance of the types and limits specified in items C.I through C.4 inclusive below.

Insurance carriers furnishing these coverages must be authorized to do business in the State of Florida, and **must possess a minimum, current rating of B+ Class VIII in the most recent edition of "Best's Key Rating Guide"**.

Before execution of the contract by the Town and start of the Work, and during the duration of the Contract, the Contractor shall file with the Town current certificates of all required insurance on forms acceptable to the Town, which shall include the following provisions:

1. Thirty (30) days prior written notice of cancellation or reduction in coverage, except ten (10) days prior written notice is allowed for cancellation due to non-payment of premium.

2. The Town and Engineer shall be specifically included as additional insureds on the general liability policy.

3. Contract number and project title.

All such insurance required of the Contractor shall be primary insurance as respects the Town and the Professional. Any insurance or self-insurance maintained by the Town and the Professional shall be in excess of the Contractor's insurance and shall not contribute to it.

Failure of the Town to demand certificates or other evidence of all compliance with these insurance requirements or failure of the Town to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such insurance.

Any exceptions to the insurance requirements in this section must be approved in writing by the Town.

B. It shall be the responsibility of the Contractor to ensure that all its subcontractors maintain adequate insurance until the completion of the work under that Contract. The Contractor shall obtain certificates evidencing such insurance from its subcontractors, and shall promptly furnish copies of certificates of insurance evidencing coverage for each subcontractor when requested by the Town. Failure of the Contractor to maintain adequate insurance coverage for itself or for any other persons or entities for which it is responsible, or to ensure that its subcontractors maintain adequate coverage, shall not relieve the Contractor of any contractual responsibility or obligation or liability.

C. Coverages: The minimum types and amounts of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be as follows:

1. **Workers' Compensation** - The Contractor shall provide coverage for its employees, with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits, Paragraph D, following, for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the Town and their agents, employees and officials.

2. **Commercial General Liability** - The Contractor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations and Personal Injury. The limits shall be not less than the limits indicated in the Schedule of Limits, Paragraph D, following, per occurrence, Combined Single Limits (CSL) or its equivalent. The General Aggregate limit shall either apply separately to this Contract or shall be at least twice the required occurrence limit.

3. **Business Automobile Liability** - The Contractor shall provide coverage for all owned, non-owned and hired vehicles for limits of not less than the limits indicated in the Schedule of Limits, Paragraph D, following, per occurrence, Combined Single Limits (CSL) or its equivalent.

4. **Builders' Risk** — If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Town, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of Town's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the Town and, subject to thirty (30) days' prior written notice to the Town shall remain in full effect until final acceptance by the Town. In addition, the Town, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to Town complete copies of the insurance policy.

D. Schedule of Limits

Contract Award	Workers' Compensation	General Liability	Automobile Liability
Up to \$10 million	\$500,000	\$1,000,000	\$1,000,000
\$10 -\$20 million	\$1,000,000	\$5,000,000	\$5,000,000
Over \$20 million	>(TBD)	>(TBD)	>(FBD)

(Refer to Risk Management Department)

Notwithstanding the foregoing, the Town reserves the right, but not the responsibility, to periodically review any and all policies of insurance and to reasonably adjust the limits and/or types of coverage required hereunder, from time to time throughout the term of this Contract. In such event, Town shall provide the Contractor written notice of such adjustments and the Contractor shall comply within 30 days of receipt thereof

E. **Indemnification** - Subject to the limitations in the third paragraph under this heading, the Contractor will defend, indemnify and hold harmless the Town', the Professional, their agents and employees from and against all liabilities, claims, damages, losses and expenses including attorney's fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of

them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder, The Contractor hereby acknowledges receipt of One Hundred Dollars (\$100) and other good and valuable consideration from the Town as consideration for the indemnification provisions in this Contract.

In any and all claims against the Town, its agents or employees; the Professional; employees of the Contractor and Subcontractor; all persons directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

The indemnification obligations of the Contractor under this section shall not extend to the liability of the Professional, and its agents or employees arising out of (a) the preparation or approval of maps, drawing, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give requested interpretations by the Professional and their agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

The Contractor will defend, indemnify and hold harmless the Town and anyone directly or indirectly employed by it from and against all claims, damages, losses and expenses (including attorneys fees) arising out of any infringement of patent rights or copyrights held by others during or after completion of the work, and shall defend all such claims in connection with any alleged infringement of such rights.

Provided, however, if this Contract is deemed, by a court of competent jurisdiction, to be a construction Contract for the purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the Town, the Professional, and their officers and employees, shall be limited to an obligation to indemnify and hold harmless the Town, the Professional and their officers and employees from liability, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.

The indemnification provisions contained herein shall survive the termination of this Contract.

ARTICLE 9- CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence - The Contractor will supervise and direct the work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedure of construction, unless otherwise specified. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.

The Contractor will keep on the site at all times during its progress a competent, resident

superintendent who shall not be replaced without written notice to the Project Manager. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

The Project Manager may require in writing that the Contractor remove from the Work any of Contractor's personnel that the Project Manager determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the Project Manager's use of this provision will be valid. Contractor shall indemnify and hold the Town harmless from and against any claim by Contractor's personnel on account of the use of this provision.

Labor, Materials and Equipment - The Contractor will provide competent, suitable, qualified personnel to lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

The Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

All materials and equipment will be new except as otherwise provided in the Contract Documents. If required by the Project Manager, the Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment furnished.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors except as otherwise provided in the Contract Documents.

Substitute Material or Equipment - If it is indicated in the Specifications that the Contractor may furnish or use a substitute that is equal to any material or equipment specified, and if the Contractor wishes to furnish or use a proposed substitute, he will within thirty (30) days after the award of the Contract make written application to the Project Manager for acceptance of such a substitute, certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing in an efficient and economic manner as that specified. The application will include sufficient information to allow the Project Manager to evaluate the substitutions. The application will state the extent, if any, to which the review, acceptance, furnishing and installation of the proposed substitute will prejudice Contractor's completion of the Work within the Contract Time(s). If the cost of the review of the substitution is greater than that of the originally specified item, the Contractor will reimburse the Town for all costs. Town may require Contractor to furnish at Contractor's expense a special performance guarantee or other Surety with respect to any substitute. The benefit of lower cost items shall be shared between the Town and Contractor as specified in the Instructions to Bidders. No substitute shall be ordered or installed without the written acceptance of the Project Manager who shall be the sole judge of acceptability.

Concerning Subcontractors - The Contractor will not employ any Subcontractor, other person or organization of the types referred to in Article 4 (whether initially or as a substitute) against whom the Town or the Project Manager may have reasonable objections, nor will the Contractor

be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the Project Manager, unless the Town and the Project Manager determine that there is good cause for doing so.

The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that they are employed by him. Nothing contained in the Contract Documents shall create, nor be interpreted to create, privity or any other contractual relationship whatsoever between the Town and any Subcontractor or any person except the Contractor, or any obligation on the part of the Town to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The Town may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Town.

All Work performed for the Contractor by Subcontractors shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance held by the Town as trustee. The Contractor will pay each Subcontractor a share of any insurance monies received by the Contractor under this insurance.

Patent Fees And Royalties - The Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others.

Permits - The Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of his Bid except those as may be identified in of the Specifications. The Contractor will also pay all public utility charges except as provided for in the Contract Documents.

Laws and Regulations - The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the Contractor observes that the Specifications or Drawings are at variance therewith, he will give the Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the Project Manager, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Use Of Premises - The Contractor will confine his equipment, the storage of materials and equipment, and the operations of his workers to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the

premises with materials or equipment.

The Contractor shall confine the operation of workmen and equipment, and the storage of materials and equipment to the Town's property or to other non-Town property or in public right-of-way areas indicated on the Contract Drawings as including work to be done pursuant to the Contract documents. In the event the Contractor desires to have access to the project site, or perform work or operations pertaining to the Contract on, over or from non-Town property adjacent to the project site, the Contractor shall obtain written authorization to do so from the respective adjacent property owner(s) prior to using such property. Such written authorization shall include a provision whereby the property owner agrees to hold the Town harmless, and to defend the Town, in the event of any liability, loss, injury, or claim incurred as a result of the Contractor's work or operations involving the use of the adjacent non-Town property. The Town shall be provided with a notarized, certified copy of such written authorization(s) before the Contractor commences work or operations or use of such property in connection with work or operations pursuant to this Contract.

Record Drawings - The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Change Orders and Shop Drawings at the site in good order, and annotated and/or marked on a current basis to indicate the progress of the work done and to show all changes made during the construction process or conditions varying from the Bid Documents. These shall be available to the Project Manager for inspection throughout construction and shall be delivered to the Project Manager upon completion of the Work, but prior to final payment.

Safety And Protection - The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

- A. All employees on the Project and other persons who may be affected thereby:
- B. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site: and
- C. Other property at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body or public or private utility service organization having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and the progress of the Work, all necessary safeguards for safety and protection and, in addition, he will comply with all applicable recommendations of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc., and the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) and subsequent revisions and addenda as published by the U.S. Department of Transportation, Federal Highway Administration and adopted by the Florida Department of Transportation. He will notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property or all damage, disruption, discontinuance or other loss to any utility system or roadways referred to in Paragraph B. and C. caused directly

or indirectly, in whole or in part by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, will be remedied by the Contractor, except damage or loss attributable to the fault of the Drawings or the Specifications or to the acts or omissions of the Town, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of the Contractor.

The Contractor will designate a responsible member of his organization whose duty shall be the prevention of accidents at the site. **This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Project Manager.**

Emergencies - In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Project Manager, is obligated to act at his discretion to prevent threatened damage, injury or loss. He will give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the Contractor believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Amount or an extension of the Contract Time, he may make a claim therefore as provided in Articles 13 and 14.

Shop Drawing and Samples - After checking and verifying all field measurements, the Contractor will submit to the Project Manager for review, in accordance with the accepted schedule of Shop Drawing submission, five copies (or at the Project Manager's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Project Manager may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the project manager to review the information as required.

The Contractor will also submit to the Project Manager for review with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples shall be checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent numbers and the use for which intended.

At the time of each submission, the Contractor will in writing call to the Project Manager's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract documents.

The Project Manager will review with reasonable promptness and take appropriate action with regard to Shop Drawings and samples, but its review shall be only for general conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The acceptance of a separate item as such will not indicate approval of the assembly in which the item functions.

The Contractor will make any corrections required by the Project Manager and will return the required number of corrected copies of Shop Drawings and re-submit new samples until accepted.

The Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to the Project Manager that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and Contract Documents.

No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been accepted by the Project Manager. A copy of each accepted Shop Drawing and each accepted sample shall be kept in good order by the Contractor at the site and shall be available to the Project Manager.

The Project Manager's acceptance of Shop Drawings or samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents, unless the Contractor has in writing called the Project Manager's attention to such deviation at the time of submission and the Town and the Project Manager have given written acceptance to the specific deviation; nor shall any acceptance by the Project Manager relieve the Contractor from responsibility for errors or omissions in the Shop Drawing.

Each Shop Drawing or sample submittal or substitution request by the Contractor shall contain a reference identifying the applicable, specific Section of the Specifications to which it pertains. Submittals failing to comply with this provision shall be rejected and returned to the Contractor without review.

Each Shop Drawing or sample submittal or substitution request shall include the following stamped certification by the Contractor:

"The General Contractor has reviewed the Shop Drawing, sample or substitution submitted herewith and has determined and hereby certifies that in all respects this submittal is in full compliance and conformance with the Contract specifications, drawings and all other Contract requirements pertaining thereto".

Failure of the Contractor to include the above stated specification reference number or certification of compliance shall result in the rejection of the submittal.

The Contractor will also submit within five (5) days of Contract Award to the Project Manager for acceptance all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent numbers and the use for which intended.

In the event that the Contractor, or anyone working for or on behalf of the Contractor on this project, should commence or do any work requiring submission of a Shop Drawing or sample, or involving a substitution or an "or-equal" request without having such submittal accepted by the Town in writing, then the Contractor is advised that any and all such work will be done at its risk and is subject to rejection and/or removal at the Contractor's expense and at no additional cost to the Town if applicable Shop Drawing, sample, substitution, "or-equal" or other submittal is not accepted.

Further, the Contractor will not receive “progress” or “final” payment for any and all work commenced or done which requires, but has not received acceptance of Shop Drawings, samples, substitution requests, or “or-equal” requests or any other required submittal, nor will the Contractor receive “progress” or “Final” payment for any and all work that has been determined by the Professional or the Town’s Project Manager not to be in compliance or conformance with the established Contract requirements, Contract change orders, written directives, written clarifications provided to the Contractor, or accepted Shop Drawings, accepted samples, accepted substitutions, or accepted “or-equals”.

Cleaning Up - The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work; at the completion of the Work he will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the Town. The Contractor will restore to their original condition those portions of the Site not designated for alteration by the Contract Documents. If at any time during construction of this project, the Contractor fails to clean up on a daily basis, the Town may do so. All costs associated with the Town’s cleanup activities on behalf of the Contractor shall be deducted from amounts due to the Contractor.

ARTICLE 10- WORK BY OTHERS

The Town may perform additional work related to the Project by itself, or it may let other direct Contracts which shall contain General Conditions similar to these. The Contractor will afford the other Contractors who are parties to such direct Contracts (or the Town, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his work with theirs. Should the Contract entail relocation of facilities not a part of this Contract, the Contractor will coordinate and cooperate with the applicable entity responsible for this portion of the work.

Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenance within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners at their expense, unless otherwise provided in the Contract.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconvenience or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them.

If any part of the Contractor’s work depends (for proper execution of results) upon work of any such other Contractor (or the Town), the Contractor will inspect and promptly report to the Project Manager in writing any defects, deficiencies or delays in such work that render it unsuitable for such proper execution and results.

His failure to report shall constitute an acceptance of the other work, except as to defects, deficiencies and delays which may appear in the other work after the execution of the Work.

The Contractor will do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly, and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering such other work and will only cut or alter such other work with the written consent of the Project Manager.

If the performance of additional work by other Contractors or the Town is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Town or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in article 13 and 14.

ARTICLE 11- PROJECT MANAGER'S STATUS DURING CONSTRUCTION

Town's Representatives - The Project Manager shall be the Board of Town Commissioners' designated representative during the construction period. The designated Project Manager for this project shall be Steven R. Cockerham, P.E., Neel-Schaffer, Inc., or his designee.

ARTICLE 12- CHANGES IN THE WORK

Without invalidating the Contract, the Town may, at any time or from time to time, order additions, deletions or revisions in the Work authorized by written Change Orders or directive. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 13 or Article 14.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency as provided in Article 9.

It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the Town.

In the event the Town directs the Contractor to make a change in the Work, and if the Town and the Contractor do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the Contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

ARTICLE 13- CHANGE OF CONTRACT AMOUNT

The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount.

The Contract Amount may only be changed by written Change Order issued by the Town. Any claim for an increase in the Contract Amount shall be in writing and delivered to the Project

Manager within fifteen (15) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Amount shall be determined by the Project Manager. However, no claim for an adjustment to the Contract Amount will be considered for unforeseeable causes that were beyond the fault or negligence of the Contractor or his Subcontractors or supplier such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount shall be incorporated in a Change Order.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Amount shall be determined in one of the following ways:

- A. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved. If the quantities originally contemplated are so changed in a proposed Change Order, that application of the Unit Prices to the quantities proposed will cause substantial inequity to the Town or the Contractor, the applicable unit price(s) shall be equitably adjusted by mutual agreement.
- B. By mutual acceptance of a lump sum.
- C. By cost and mutually acceptable fixed amount for overhead and profit.
- D. If the value of work covered by a Change Order cannot be established or mutually agreed to utilizing any of the above three methods, the value shall be determined by the Town on the basis of an estimate of the out-of-pocket cost and percentages that are acceptable to the Town for overhead and profit. The out-of-pocket cost shall only include those direct costs which are needed to perform the work such as labor (including payroll taxes, fringe benefits, labor burden and workers' insurance), materials, equipment, and other incidental out-of-pocket construction costs directly involved in the work, including but not limited to small tools, expendables and material costs but shall not include project management or project supervisory costs unless the Change Order includes an increase in the Contract time.

In such case, the Contractor will submit in the form prescribed by the Town an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the Contractor to the Town for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the Town. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net decrease, if any.

Cash Allowances - It is understood that the Contractor has included in the Contract Amount any allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Suppliers or Subcontractors and for such sums within the limit of the allowances as the Town may accept. Upon final payment, the Contract Amount shall be adjusted as required and an appropriate Change Order issued. The Contractor agrees that the original Contract amount includes such sums as he deems proper for cost and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

ARTICLE 14- CHANGE OF CONTRACT TIME

The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications, and shall be delivered to the Project Manager within fifteen (15) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the Project Manager. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the Contractor (and his Subcontractors and Suppliers) if he makes a claim therefore. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the Town; fires; floods; labor disputes epidemics or acts of God.

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected due to seasonal weather conditions.

ARTICLE 15-CONDITION OF MATERIALS AND PACKAGING:

In instances where the Specifications, (Part H) make this subject applicable (and unless otherwise indicated), all goods and items offered for sale and/or shipped by the Contractor pursuant to the requirements imposed upon said Contractor by this bid package, will be new and in first class condition; all related containers being new and suitable for storage and shipment: all prices including the cost of standard commercial packaging. Contractors will be solely responsible for making any and all claims against carriers as concerns missing or damaged items.

ARTICLE 16-ASBESTOS FREE MATERIALS:

Project is to be constructed with asbestos free materials. A written, notarized statement on company letterhead is to be submitted with the final payment request. Final payment shall be withheld until such statement is submitted.

Contractor shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of it's Subcontractors or agents and were not specified in the design or required by the Contract document, Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the Town.

ARTICLE 17 - WARRANTY AND GUARANTEE, ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee - The Contractor warrants and guarantees to the Town that all materials and equipment will be new unless otherwise specified and that all Work will be of

good quality, free from faults or defects and in accordance with the requirements of the Contract Documents including any required inspections, tests or approvals. All unsatisfactory Work, all faulty Work, and all Work not conforming to the requirements of the Contract Documents or such inspections, tests or approvals shall be considered defective.

Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article,

All warranty and guarantee coverage periods shall commence from the date the project is determined by the Project Manager to be Substantially Complete. The coverage commencement date of warranties and guarantees shall, in accordance with the provisions stated above, be entered on each warranty or guarantee document. However, in the event the coverage commencement date entered on the warranty or guarantee document is not in accordance with the provisions stated above, the coverage commencement date shall nonetheless be the date determined by applying the provisions stated above.

Tests and Inspections - If the Contract Documents, laws, ordinances, rules, regulations or order of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Project Manager timely notice of readiness therefore. The Contractor will furnish the Project Manager with the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing Materials or such other applicable organizations as may be required by law or the Contract Documents. If any such Work required to be inspected, tested or approved is covered without written approval of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided. Neither observations by the Contractor nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

Access To The Work - The Project Manager and his representative and other representatives of the Town and the Professional will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

Uncovering Work - If any Work is covered contrary to the request of the Project Manager it must, if requested by the Project Manager be uncovered for observation and replaced at the Contractor's expense. If any Work has been covered which the Project Manager has not specifically requested to observe prior to its being covered, or if the Project Manager considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Project Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor will bear all the expense of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract amount or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and re-construction, if he makes a claim therefore as provided in Article 13 and 14.

Notice to Cure - If the Town determines the Work is defective or deficient; if the Contractor fails to supply sufficient skilled workers or suitable materials or equipment; if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment; if the work is not progressing in a safe, orderly or well coordinated manner; or if the general progress and/or quality of the work is not adequate to ensure continuation or completion of the work in accordance with the Contract completion time requirements, then the Town shall issue a notice to cure, giving the Contractor a specific period of time (1) in which to submit to the Project Manager a written Plan of Action including a schedule setting forth a plan by which the deficiencies will be corrected, and (2) a specific period of time in which to correct the deficiencies. If the Contractor does not submit a Plan of Action to indicate how and when the deficiencies indicated in the notice to cure will be cured within the specified time frame that is acceptable to the Project Manager, and if those deficiencies are not corrected within that time frame, then the Town shall take further action, up to and including Contract termination. The Contractor shall not be entitled to any delay claims as a result of the Town's issuance of the notice to cure.

Correction or Removal of Defective Work - If required by the Project Manager prior to approval of final payment, the Contractor will, promptly, without cost to the Town and as specified by the Project Manager, either correct any defective Work whether or not fabricated, installed or completed or, if the Work has been rejected by the Project Manager, remove it from the Site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such rejected work within a reasonable time, or as specified in a written notice from the Project Manager, the Town may have the deficiency corrected or the rejected work removed and replaced. All direct and indirect costs of such correction or removal and replacement shall be paid by the Contractor. The Contractor will also bear the expense of making good all work of others destroyed or damaged by this correction, removal or replacement of his defective Work.

One (1) Year Correction Period - The Contractor shall be responsible for the timely correction of any deficiencies in the work for a period of one (1) year after final acceptance or such longer period of time as may be prescribed by law or by any other terms required by the Contract. The Contractor will promptly without cost to the Town and in accordance with the Project Manager's written instructions either correct such defective Work or, if it has been rejected by the Project Manager, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Project Manager may have the defective Work corrected or the rejected Work removed and replaced. All direct and indirect costs of such removal and replacement will be paid by the Contractor.

Acceptance Of Defective Work - If, instead of requiring correction or removal and replacement of defective Work, the Project Manager prefers to accept it, then he may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract amount. If the acceptance occurs after approval of final payment, the appropriate amount shall be paid by the Contractor to the Town.

Neglected Work By Contractor - If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule,

the Town may, after reasonable written notice to the Contractor and without prejudice to any other remedy it may have, make good such deficiency and the cost thereof shall be charged against the Contractor. A Change Order shall be issued incorporating the necessary revision in the Contract Documents including an appropriate reduction in the Contract Amount. If the payments then or therefore due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the Town.

ARTICLE 18- LIQUIDATED DAMAGES

Provisions for liquidated damages, should Contractor fail to substantially and/or finally complete the Work within the Contract Times are included in the Contract.

ARTICLE 19- PAYMENT AND COMPLETION

Progress Schedule - For lump sum Contracts, or when required by the Project Manager, the Contractor shall submit a progress schedule and a schedule of values of the Work including quantities and unit prices totaling the Contract amount no later than twenty (20) days after receipt of Notice to Proceed, and prior to commencing work on the Project. These schedules shall be satisfactory in form and substance to the Town. The schedule of values shall subdivide the Work into sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Project Manager, it shall be incorporated into the form of application for payment prescribed by the Town.

The Contractor shall not imbalance its schedule of values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract.

Application For Progress Payment - Not more often than once a month, on a date established at the Project Pre-Construction Conference, the Contractor may submit to the Project Manager for review the Town's standard application for payment form filled out and signed by the Contractor covering the Work completed as of the date of the Application and supported by such data as the Project Manager may reasonably require. Also, if payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at the site or at another location agreed to in writing, the application for payment shall also be accompanied by such supporting data, satisfactory to the Project Manager, as will establish the Town's title to the material and equipment and protect its interest therein, including applicable insurance, partial Consent of Surety, and detailed inventory listing of stored material. Each such request shall include the submittal by the Contractor of (1) a detailed, itemized inventory listing the material stored at the site for which payment is requested, (2) documentation to indicate and substantiate the cost or value attributed to the items included in the stored material inventory list, and (3) the Town's 'Responsibility And Liability For Materials And Equipment Not Included In The Work' form executed by the Contractor. Failure to provide proper supporting documentation may subject the Progress Payment application to rejection. All progress payments will be subject to the retainage percentage specified in the Contract Documents that will be issued in the final payment after acceptance by the Town of the Work.

The Contractor may, at the discretion of the Town's Project Manager, be required to have

applications for Progress Payments accompanied by legally effective partial releases or waivers of liens executed by all Subcontractors which performed services and suppliers of material or equipment for the Contractor for services or supplies which were included in the previous Application for Progress Payment, or, in the alternative, Consent of Surety to Partial Payment. The Contractor shall include the following certification on each Application for Progress Payments and the Application for Final Payment:

“The undersigned Contractor certifies that the work covered by this application for payment has been done, or completed in accordance with the Contract documents, that all amounts have been paid by him for work, supplies, material or equipment for which previous Certificates for Payment were issued and that the current payment shown herein is now due”.

Contractor’s Warranty Of Title - The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated in the Project or not, will have passed to the Town prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances; and that no work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Approval of Payments - The Project Manager will, within fifteen (15) days after receipt of each application for payment, either indicate his approval of payment or return the Application to the Contractor indicating in writing the reason for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and re-submit the Application. The Town will pay the Contractor the amount approved within the time frame set forth in the Florida Prompt Payment Act.

In the event the Contractor and the Project Manager do not achieve mutual agreement on the basis or amount of the payment, and should the Contractor be unwilling to make the necessary corrections or modifications, and re-submit the Application, then the Town, to avoid delay in paying the Contractor the amount the Town has determined the Contractor is entitled to receive, shall approve and process the Application by making such adjustments thereto as the Town deems appropriate so that the Contractor receives, without delay payment of the amount the Town has determined to have been earned and owing to the Contractor.

The Project Manager’s approval of any payment requested in an application for payment shall constitute a representation by him to the Town, based on the Project Manager’s on-site observations of the Work in progress and on his review of the application for payment and the supporting data, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in his approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the Project Manager shall not thereby be deemed to have represented that he made

exhaustive or continuous on-site inspections to check the quality or quantity of the Work, that he has reviewed the means, methods, techniques, sequences and procedures of construction nor that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys paid or to be paid to him on account of the Contract Amount.

The Project Manager's approval of final payment shall constitute an additional representation by him to the Town that the conditions precedent to the Contractor's belief being entitled to final payment as set forth in this Article have been fulfilled.

The Project Manager may refuse to approve the whole or any part of any payment if in his opinion he is unable to make such representations to the Town. He may then refuse to approve any such payment because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the Town from loss because:

- A. The Work is defective;
- B. Claims have been filed or there is reasonable evidence indicating the probable filing thereof;
- C. The Contract Amount has been reduced because of Change Order(s);
- D. The Town has been required to correct defective Work or complete the Work in accordance with Article 17; or
- F. Of unsatisfactory prosecution of the Work, including failure to clean up as required by Article 9.

Substantial Completion - Prior to final payment, the Contractor shall certify in writing to the Project Manager that the entire Work is Substantially Complete and request that the Project Manager issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Project Manager and Contractor will make an inspection of the Work to determine the status of completion. If the Project Manager does not consider the Work Substantially Complete, the Contractor will be notified in writing giving the reasons therefore. If the Project Manager considers the Work Substantially complete, a tentative certificate of Substantial Completion will be issued. This Certificate shall fix the date of Substantial Completion and the responsibilities between the Town and the Contractor for maintenance, heat and utilities. There shall be attached to the Certificate a punch list of items to be completed or corrected, said time to be within the Contract Time.

The Town shall have the right to exclude the Contractor from the Work after achievement of Substantial Completion, but the Town will allow the Contractor reasonable access to complete items on the punch List.

Partial Utilization - Prior to Substantial Completion, the Project Manager may request the Contractor to permit the use of a specified part of the Work which it believes it may use without significant interference with construction of other parts of the Work. If the Contractor agrees, he will certify to the Project Manager that said part of the Work is Substantially Complete and request the Project Manager issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter, the Project Manager and Contractor will make an

inspection of that part of the Work to determine its status of completion. If the Town and the Project Manager consider that part of the Work to be Substantially Complete, the Project Manager will deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a punch list of items to be completed or corrected before final payment and fixing the responsibility between the Town and Contractor for maintenance, heat and utilities as to that part of the Work.

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

Final Inspection - Upon written notice from the Contractor that the Work is complete, including the “punch” listed deficiencies, the Project Manager will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects and to complete all the required work.

Final Inspection For Payment - After the Contractor has completed any such corrections to the satisfaction of the Project Manager and delivered all maintenance and operating instructions, schedules, guarantees, bonds, Certificates of Inspection and other documents as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by legally effective final releases or waivers of liens from the Contractor and all Subcontractors which performed services for the Contractor and all suppliers of material and/or equipment to the Contractor, pursuant to the Contract Documents, an affidavit that all of the Contractor’s obligations to Subcontractors, laborers, equipment or material suppliers, or other third parties in connection with the Work, have been paid or otherwise satisfied, and the consent of Surety to final payment. The Final Release of Lien, Form E-9, must be utilized in all Final Pay Applications.

Approval Of Final Payment - If, on the basis of its observations and review of the Work during construction, its final inspection and its review of the final application for payment (all as required by the Contract Documents), the Project Manager is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, it will, within fifteen (15) days after receipt of the final application for payment, indicate in writing its approval of payment. Otherwise, it will return the Application to the Contractor, indicating in writing its reason for refusing to approve final payment, in which case the Contractor will make the necessary corrections and re-submit the Application. The Town will, in accordance with the Florida Prompt Payment Act, pay the Contractor the amount approved by the Town and issue a Certificate of Final Completion.

If after Substantial Completion of the Work, Final Completion is materially delayed through no fault of the Contractor, and the Project Manager so confirms, the Town shall, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted

by the Contractor to the Project Manager prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Contractor's Continuing Obligation - The Contractor's obligation to perform the Work and complete the Work in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the Town, the issuance of Certificate of Completion, any payment by the Town to the Contractor under the Contract Documents, any use or occupancy of the Work or any part thereof by the Town, any act of acceptance by the Town, any failure to do so, nor any correction of defective Work by the Town shall constitute an acceptance of Work not in accordance with the Contract Documents.

Waiver Of Claims - The making and acceptance of final payment shall constitute:

- A. A waiver of all claims by the Town against the Contractor other than those arising from unsettled liens, from defective Work appearing after final payment or from failure to comply with the requirements of the Contract Documents, or from the terms of any special guarantees specified therein, and,
- B. A waiver of all claims by the Contractor against the Town other than those previously made in writing and still unsettled.

ARTICLE 20- SUSPENSION OF WORK AND TERMINATION

Town May Suspend Work - The Town may at any time and without cause suspend the Work or any portion thereof by notice in writing to the Contractor. The Project Manager shall fix the date on which Work shall be resumed and the Contractor will resume the Work on the date so fixed. For unreasonable delays, the Contractor will be allowed an increase in the Contract Amount, an extension of the Contract Time or both, if directly attributable to any suspension and if he makes a claim therefore provided in Articles 13 and 14. However, no profits will be allowed on claims for suspended work. Also, during any period of suspension, the Contractor shall take all available measures to mitigate costs such as taking on new work, reassigning resources to other Contracts, etc.

Town May Terminate for Cause - If the Contractor is adjudged bankrupt or insolvent; if he makes a general assignment for the benefit of his creditors without Town approval; if a trustee or receiver is appointed for the Contractor or for any of his property; if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if he fails to prosecute and complete the Work in accordance with the established Project schedule or within the Contract Time allowed; if he repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; if he repeatedly fails to make prompt payment to Subcontractors for labor, materials or equipment; if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction; if he disregards the authority of the Project Manager; or if he otherwise substantially violates any provisions of the Contract Documents, then the Town may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) days written notice, terminate the services of the Contractor and take possession of the Work and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and assign the completion of the Work to the Surety, or finish

the Work by whatever method it may deem expedient, In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Amount exceeds the direct and indirect cost of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor, If such cost exceeds such unpaid balance, the Contractor will pay the difference to the Town. Such cost incurred by the Town will be determined by the Town and incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Town, said termination shall not affect any rights of the Town against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Town due the Contractor will not release the Contractor from liability.

Upon Termination for Cause, the Contractor shall not be entitled to payment for any anticipated supplemental costs, administrative expenses and/or profit for uncompleted Work.

If after notice of termination of the services of the Contractor for cause, it is determined that the Contractor was not in default, the termination shall be deemed to have been for the convenience of the Town. In such event the Contractor may recover from the Town' payment for Work completed and reasonable termination costs as provided in the following paragraph.

Termination for Convenience: Upon seven (7) days written notice to the Contractor and the Surety, or sooner if reasonable under the circumstances, the Town may, without cause and without prejudice to any other right or remedy, elect to terminate any part of the Work, or the Contract in whole or in part, as the Town may deem appropriate. In any termination for convenience, the Contractor shall be paid for Work completed, inspected and accepted by the Contractor and Subcontractors at the time of termination provided, however, that the payment to the Contractor will exclude any and all anticipated supplemental costs, administrative expenses and profit for uncompleted Work. Upon termination for convenience, the Town shall have full power and authority to take possession of the Work, assume any sub-agreements with Subcontractors and suppliers that the Town selects, and prosecute the Work to completion by Contract or as the Town may deem expedient.

Authority to Terminate: The authority to terminate this Contract including all notices thereto is the sole responsibility of the Town.

ARTICLE 21- MAINTENANCE OF RECORDS

The Contractor will keep adequate records and supporting documents applicable to this Contract. Said records and documentation will be retained by the Contractor for a minimum of five (5) years from the date of final payment on this Contract. The Town and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the Town deems necessary during the period of this Contract and a period of five (5) years after completion of Contract performance; provided however, such activity shall be conducted only during normal business hours, The Town during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and documentation.

ARTICLE 22- FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

All Contracts in excess of one hundred thousand dollars (\$100,000) shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7401 et seq.) as amended and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.) as amended.

ARTICLE 23- VERBAL ORDERS

The Project Manager under the following conditions may issue verbal change orders to the contract:

- A. To address bona fide emergency requirements. Emergency requirements are described as those requiring immediate action due to (1) an imminent or existing threat to the health, safety or welfare of persons or property and (2) conditions which poses serious economic damage to the Town.
- B. To ensure the continuity of critical elements of contract performance.

Any such verbal direction shall be confirmed in writing by the Project Manager to the Contractor within five (5) calendar days after issuance. Concurrently, a copy of the written direction shall be provided to the Town Manager with documentation in the form of an emergency justification to support the action taken. A formal change order and associated contract amendment, if applicable, will be negotiated in conjunction with the Town and shall succeed the written confirmation not later than thirty (30) calendar days after issuance of the verbal direction.

Board approval, as applicable, shall be obtained.

ARTICLE 24- MISCELLANEOUS

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual, to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail (postage prepaid) to the last business address known to the Town.

All Specifications. Drawings and copies thereof furnished by the Town shall remain its property. They shall not be used on another Project and, with the exception of those sets which have been signed in connection with the execution of the Contract, shall be returned to the Town upon completion of the Work.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon the Contractor and the rights and remedies available to the Town thereunder shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

Should the Town or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees, agents or others for whose acts he is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in the Town of Lady Lake, Florida.

The obligations of Town of Lady Lake under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of Town Commissioners, or other specified funding source for this contract.

For construction Contracts of \$10,000,000 or more, the Town may, at its discretion, use the direct purchase method for large dollar value equipment and materials. Direct purchases will be negotiated with the Contractor based on those items identified by the Professional. The final determination as to whether to direct purchase any materials or equipment shall be made by the Town after consultation with the Town's Project Manager. Negotiations with the Contractor may include a specific incentive (percentage of sales tax savings) for items purchased directly by the Town, as deemed appropriate by the Town Manager or his/her designee after consultation with the Town's Project Manager.

BID BOND

BOND NUMBER _____

STATE OF FLORIDA)

COUNTY OF LAKE)

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held firmly bound unto Town of Lady Lake, Florida, in the penal sum of: _____ (Total Sum Written in Words) Dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bound ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the attached Bid, dated the _____ day of _____, 20__, for a Contract entitled: **INTERIOR RENOVATIONS FOR MPO OFFICES – LADY LAKE PUBLIC LIBRARY**

NOW THEREFORE, if the Principal shall withdraw said Bid prior to the date of opening the same, or shall within ten (10) days after the prescribed forms are presented to him for signature, enter in a written Contract with Town of Lady Lake, Florida, in accordance with the Bid as accepted, and give a Performance Bond and a Payment Bond with good and sufficient Surety or sureties as may be required, for the faithful performance and proper fulfillment of such Contract and for prompt payment of all persons furnishing labor or materials in connection therewith, or in the event of the failure to enter into such Contract and give such Bonds within the time specified, if the Principal shall pay the County the difference between the amount specified in said Bid and the amount for which the County may procure the required work and/or supplies, provided the latter amount to be in excess of the former, then the above obligations shall be void and of no effect; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above written parties have executed this instrument under their several seals this the _____ day of _____, 20__, the name and corporate seal of each corporate party being affixed and these presents duly signed by its undersigned, pursuant to authority of its governing body.

CONTRACTOR-PRINCIPAL:

SURETY:

NAME OF BUSINESS ENTITY

NAME OF SURETY

SIGNATURE

SIGNATURE: SURETY AGENT

(SEAL)

(SEAL)

TYPE NAME AND TITLE

TYPE NAME AND TITLE

BUSINESS ADDRESS

BUSINESS ADDRESS

TELEPHONE

TELEPHONE

Licensed Florida Resident Agent? Yes _____ **No** _____

If Yes, License Number: _____

STATE OF _____)

COUNTY OF _____)

CITY OF _____)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

as Surety, and that he has been authorized by said Surety to execute the foregoing Bid Bond on behalf of the Principal (CONTRACTOR) named therein in favor of the owner.

Subscribed and sworn to before me this the _____ day of _____, 20__.

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification _____

Type of Identification: _____

If No, Countersignature Required Below:

Countersigned by: _____
Signature

Type Name and Title

Business Address

License Number

Telephone Number (Include Area Code)

STATE OF _____)

COUNTY OF _____)

CITY OF _____)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

as Surety, and that he has been authorized by said Surety to execute the foregoing Bid Bond on behalf of the Principal (CONTRACTOR) named therein in favor of the owner.

Subscribed and sworn to before me this the _____ day of _____, 20__.

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification _____

Type of Identification: _____

P E R F O R M A N C E B O N D

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS that _____, hereinafter referred to as the CONTRACTOR, as Principal, and _____, hereinafter called SURETY, as SURETY, are held and firmly bound unto Town of Lady Lake, a Political Subdivision of the State of Florida as Obligee, hereinafter referred to as Owner, in the full and just sum of \$ _____, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the CONTRACTOR and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has entered into **Contract** with the "TOWN", also referred to herein as the OWNER, for the project entitled: **INTERIOR RENOVATIONS FOR MPO OFFICES – LADY LAKE PUBLIC LIBRARY** with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

NOW, THEREFORE, the condition of this obligation is such that if CONTRACTOR shall fully, promptly and faithfully perform said Contract and all obligations thereunder, including all obligations imposed by the Contract documents (which includes the Notice to Bidders, Instruction to Bidders, Proposal and Bid Form, General and Supplementary Conditions, Detail Specifications, Form(s) of Contract Bond(s), Plans and Specifications and such alterations thereof as may be made as provided for therein), then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall indemnify and save harmless said Owner against and from all costs, expenses and damages, including litigation costs and attorney's fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said CONTRACTOR, his agents, servants or employees in the execution or performance of said Contract.
2. Whenever CONTRACTOR shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly:
 - A. Complete the Contract in accordance with its terms and conditions; or
 - B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and the Owner. Surety shall make available as the work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.
3. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total Contract amount as authorized by the Owner shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.
4. The undersigned expressly acknowledges its obligations and liabilities for liquidated damages suffered by the Owner under the provisions of the Contract Documents.
5. The undersigned, covenant and agree that no change, extension of time, Contract amount changes, alterations or additions to the terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect their obligation on this bond, and the SURETY does hereby expressly waive notice of any such change, extension of time, Contract amount change, alteration or addition.

6. The CONTRACTOR shall save the Owner harmless from any and all damages, expenses and costs which may arise by virtue of any defects in said work or materials within a period of one (1) year from the date of Final Completion of the Project.

See subsection 2 of Section 255.05, Florida Statutes, as amended, for the notice and time limitations for claimants.

Signed and sealed this the _____ day of _____, 20__.

CONTRACTOR, AS PRINCIPAL

WITNESS:

Firm Name
By: _____
Signature

Type Name and Title

SURETY

AGENT FOR SURETY

Signature

BY: _____ AGENCY ADDRESS: _____

SURETY ADDRESS: _____

PHONE _____

Licensed Resident Florida Agent? Yes _____ No _____

If Yes, License Number: _____

STATE OF _____)

COUNTY OF _____)

CITY OF _____)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

as Surety, and that he has been authorized by said Surety to execute the foregoing Performance Bond on behalf of the Principal (CONTRACTOR) named therein in favor of the owner.

Subscribed and sworn to before me this the _____ day of _____, 20__.

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification _____

Type of Identification: _____

If No, Countersignature Required Below:

Countersigned by: _____

Signature

Type Name and Title

Business Address

License Number

Telephone Number (Include Area Code)

STATE OF _____)

COUNTY OF _____)

CITY OF _____)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

as Surety, and that he has been authorized by said Surety to execute the foregoing Performance Bond on behalf of the Principal (CONTRACTOR) named therein in favor of the owner.

Subscribed and sworn to before me this the _____ day of _____, 20__.

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification _____

Type of Identification: _____

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P A Y M E N T B O N D

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS that _____, hereinafter called CONTRACTOR, as Principal, and _____ hereinafter called SURET , as SURETY, are held and firmly bound unto Town of Lady Lake, a Political Subdivision of the State of Florida as Obligee, in the full and just sum of \$ _____, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the CONTRACTOR and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has entered into **Contract** with the “TOWN”, also referred to herein as the OWNER, for the project entitled: **INTERIOR RENOVATIONS FOR MPO OFFICES – LADY LAKE PUBLIC LIBRARY** with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that if CONTRACTOR shall promptly make payments to all claimants for any and all labor and material used or reasonably required for use or furnished in connection with the performance of said Contract, and shall perform all other covenants and obligations of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall promptly make payment to all persons supplying services, labor, material or supplies used directly or indirectly by said CONTRACTOR, or any subcontractor(s) or sub-subcontractor(s), in the prosecution of the work provided for in said Contract.
2. Subject to the Owner’s priority, claimants covered by Section 713.01 of the Florida Statutes shall have a direct right of action against the Principal and SURETY under this obligation, after written notice of the performance of labor or delivery of materials or supplies, and non-payment therefore. Any claimant who seeks to recover against the Principal or SURETY under this obligation must also satisfy the notice requirement and time limitations of Section 255.05 of the Florida Statutes, as amended.

Signed and sealed this the _____ day of _____, 20__.

CONTRACTOR, AS PRINCIPAL:

WITNESS:

Firm Name

Signature

By: _____
Signature

Type Name and Title

SURETY:

AGENT FOR SURETY:

BY: _____
Signature

BY: _____

AGENCY ADDRESS: _____

SURETY ADDRESS: _____

PHONE NO. _____

Licensed Resident Florida Agent? Yes _____ No _____

If Yes, License Number: _____

STATE OF _____)
COUNTY OF _____)
CITY OF _____)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

as Surety, and that he has been authorized by said Surety to execute the foregoing Payment Bond on behalf of the
Principal (Contractor) named therein favor of the owner.

Subscribed and sworn to before me this the _____ day of _____, 20__.

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification (Type) _____

If No, Countersignature Required Below:

Countersigned by: _____

Signature

Type Name and Title

Business Address

License Number

Telephone Number (Include Area Code)

STATE OF _____)
COUNTY OF _____)
CITY OF _____)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

as Surety, and that he has been authorized by said Surety to execute the foregoing Payment Bond on behalf of the
Principal (Contractor) named therein favor of the owner.

Subscribed and sworn to before me this the _____ day of _____, 20__.

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification (Type) _____

(THIS FORM MUST BE UTILIZED IN ALL FINAL PAY APPLICATIONS)

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of monies, set out in the accompanying Estimate Statement No. _____, final, which quantity, the receipt of which is hereby acknowledged, is accepted as full and complete compensation for all work done, materials furnished and damages or claims arising under Town of Lady Lake Contract, entitled:

**INTERIOR RENOVATIONS FOR MPO OFFICES
LADY LAKE PUBLIC LIBRARY**

By:

Contractor

(SEAL)

STATE OF _____

COUNTY OF _____

I, _____, a Notary in and for the Town and State aforesaid do hereby certify that _____ personally appeared before me in my depose and say that _____ of _____ (address)

has completed the Contract awarded to _____ by the Board of Town Commissioners, Town of Lady Lake, Florida, and that said Contractor has paid all wages due and has paid for all materials furnished in and about the construction of said Contract and has paid all damages and claims, whatsoever, including claims by reason of the manner of construction and that there are no unpaid claims whatsoever upon account thereof.

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this the _____ day of _____, 20_____

Notary Public

(SEAL)

(Print, Type or Stamp Commissioned

Name of Notary Public)

Personally Known _____ or Produced Identification _____
Type of Identification: _____

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CONTRACT CHANGE ORDER REQUEST FORM

OWNER: _____

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____ LOAN NUMBER: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM No.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL COST
TOTAL CONTRACT CHANGE			\$
			TOTAL CONTRACT

ORIGINAL CONTRACT AMOUNT: _____

CURRENT CONTRACT AMOUNT: _____

THIS CONTRACT CHANGE: _____

REVISED CONTRACT AMOUNT: _____

CURRENT CONTRACT COMPLETION DATE: _____

TIME EXTENSION REQUIRED BY CHANGE: _____

REVISED CONTRACT COMPLETION DATE: _____

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: _____ ENGINEER _____ DATE _____

ACCEPTED BY: _____ CONTRACTOR _____ DATE _____

APPROVED BY: _____ OWNER _____ DATE _____

CONSENT OF SURETY AND INCREASE OF PENALTY

BOND NUMBER _____

1.CONTRACT#	2.MODIFICATION#	3.DATED
4.The Surety consents to the foregoing Contract notification and agrees that its bond or bonds shall apply and extend to the Contract as modified or amended. The principal and Surety further agree that on or after the execution of this consent, the penalty of the performance bond or bonds is increased by _____ dollars (\$ _____) and the penalty of the payment bond or bonds is increased by _____ dollars (\$ _____). However, the increase of the liability of each co-Surety resulting from this consent shall not exceed the sums shown below.		
5.NAME OF SURETY	6.INCREASE IN LIABILITYLIMIT UNDER PERFORMANCE BOND	7.INCREASE IN LIABILITYLIMIT UNDER PAYMENT BOND
a.SURETY ADDRESS	b.SIGNATURE c.TYPED NAME AND TITLE d.DATE THIS CONSENT EXECUTED	

SURETY

FLORIDA RESIDENT AGENT FOR SURETY

Signature

BY: _____ AGENCY ADDRESS: _____

SURETY ADDRESS: _____

PHONE _____

Licensed Florida Agent? Yes _____ No _____

If Yes, License Number: _____

If No, Countersignature Required Below:

Countersigned by: _____

Signature

Type Name and Title

Business Address

License Number

Telephone Number (Include Area Code)

STATE OF _____)

TOWN OF _____)

CITY OF _____)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

as Surety, and that he has been authorized by said Surety to execute the foregoing Performance Bond on behalf of the Principal (CONTRACTOR) named therein in favor of the owner.

Subscribed and sworn to before me this the _____ day of _____, 20__.

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification _____

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. The work consists of construction of a new corridor extension, one private office, storage room, an open receptionist space, an open office space for seven cubicles and a meeting room.
- B. The Contractor shall supply all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- C. The Contractor shall perform the work complete, in place and ready for continuous service, and shall include repairs, tie-ins, by-pass pumping, testing, service connection cost, permits, cleanup, replacements, and restoration required as a result of damages and disturbed areas caused during this construction.
- D. The Contractor shall furnish and install all materials, equipment, and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.
- E. The Contractor shall comply with all Municipal, County, State, Federal and other codes and regulations applicable to the above construction work.

1.02 CONTRACTOR'S USE OF PREMISES

- A. The Contractor shall assume full responsibility for the protection and safekeeping of products and materials stored at the job site. If additional storage or work areas are required, they shall be obtained by the Contractor at no additional cost to the Owner.
- B. Use of the Site: The Contractor shall confine operations at site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction. Coordinate work with Owner so as not to interfere with Owner's ongoing operations.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope: Submit a Schedule of Values to the Owner's Resident Project Representative at least ten (10) days prior to submitting the first Application for Payment. Upon the Resident Project Representative request, the Contractor will provide supportive data substantiating their correctness. Use Schedule of Values only as basis for Contractor's Application for Payment.
- B. Form of Submittal: Submit Schedule of Values on AIA Document G703, or computer generated form containing similar style, using Table of Contents of these Specifications as basis for format for listing costs of work for sections under Divisions 1-16. Identify each line item with number and title as listed in Table of Contents in these Specifications.
- C. Preparing Schedule of Values:
 - 1. Itemize separate line item cost for each of the following general cost items: Performance and Payment Bonds, field supervision and layout, temporary facilities and controls.
 - 2. Itemize separate line item cost for work required by each Section of these Specifications. Break down installed cost with overhead and profit.
 - 3. For each line item which has installed value of more than \$20,000, break down costs to list major products for operations under each item, rounding figures to nearest dollar. Make sum of total costs of all items listed in Schedule equal to total Contract sum.
- A. Related Requirements:
 - 1. Conditions of the Construction Contract.
 - 2. Section 01027: Application for Payments
 - 3. Estimating Worksheet supporting documentation to the Bid Form
- E. Preparing Schedule of Unit Material Values:
 - 1. Submit separate Schedule of unit prices for materials to be stored on which progress payments will be made. Make form of submittal parallel to Schedule of Values with each line item identified same as line item in Schedule of Values. Include in unit prices only: cost of material, delivery, unloading at site, and sales tax.

-
2. Make sure unit prices multiplied by quantities equal material cost of that item in Schedule of Values.
- F. Review and Resubmittal: After Owner reviews, if requested, revise and resubmit Schedule of Values in same manner.

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope: Submit applications for payment to the Owner's Resident Project Representative in accordance with schedule established by Conditions of the Contract and Agreement between Owner and Contractor.
- B. Related Requirements Described Elsewhere:
 - 1. Agreement between Owner and Contractor.
 - 2. Progress Payments, Retainages and Final Payment: Conditions of the Contract.

1.02 FORMAT AND DATA REQUIRED

- A. Applications for Payments will be prepared on AIA forms G702 - Application and Certificate for Payment and G703 - Continuation Sheet; or, a computer generated form containing similar data may be used.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of Contract firm.
 - 4. Submit a stored material log with each application for payment.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to nearest dollar, or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and

description, as for an original component item of work.

4. To receive approval for payment on component material stored on site, submit copies of the original invoices with the application for payment. Provide a log sheet for all stored materials, which identifies the type, quantity and value of all stored materials.
5. The Contractor shall certify, for each current pay request, that all previous progress payments received from the Owner, under this Contract, have been applied by the Contractor to discharge in full all obligations of the Contractor in connection with Work covered by prior applications for payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest and encumbrances. Contractor shall attach to each application for payment like affidavits by all Subcontractors and Suppliers. Contractor shall also attach a "Consent of Surety" to each application for payment. Additionally, a "Partial Release of Lien" from each subcontractor and supplier shall be attached to each application for payment.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the Owner or the Resident Project Representative requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying:
 1. Project.
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
 - c. Proof that stored products paid for on previous estimates have been paid for by Contractor.
 - d. Consent of Surety Letter.
 - e. Partial Release of liens.
- B. Submit one copy of data and cover letter for each copy of application.

1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in application form as specified for progress payments.
- B. Submit a "Consent of Surety" and "Final Release of Lien" with the final application for payment.

1.06**SUBMITTAL PROCEDURE**

- A. When contractor has completed an application for submittal, the application shall be submitted to the Resident Project Representative who shall approve and execute the application for payment. Upon approval by the Resident Project Representative, the Contractor shall submit the approved application for payment to the Owner.

PART 2 - PRODUCTS (NOT USED)**PART 3 - EXECUTION (NOT USED)**

**** END OF SECTION ****

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

- A. When a particular product is specified or called for, it is intended and shall be understood that the proposal tendered by the Contractor included those products in his bid. Should the Contractor desire to use products equal to those specified, the Contractor shall furnish information as described in the Instructions to Bidders and Standard General Conditions. The alternate product or products submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
- B. All apparatus, mechanism, equipment, machinery and manufactured articles for incorporation into the Work shall be the new and unused standard products of recognized reputable manufacturer's.
- C. All equipment, machinery, parts and assemblies thereof, entering into the work shall be tested as specified. Unless waived in writing by the Resident Project Representative, all field and operating tests shall be made in the presence of the Resident Project Representative or his authorized representative. When such a waiver is issued sworn statement in duplicate of the tests made and the results thereof shall be furnished to the Resident Project Representative by the Contractor or manufacturer. Costs of all tests and trials specified thereto, other than laboratory tests and with the exception of the Resident Project Representative's expenses shall be borne by the Contractor and shall be included in the Contract price.
- D. All workmanship and materials shall be of the highest quality. The equipment shall be the product of manufacturers who are experienced and skilled in the field with an established record or research and development.

1.02 SERVICE OF MANUFACTURER'S REPRESENTATIVE AND OPERATING MANUALS

- A. Bid prices for equipment furnished under the electrical lighting and mechanical plan equipment schedules pertaining to heat pumps, ventilation, HVAC, and hot water heater shall include the cost of a competent representative of the manufacturers of all equipment to supervise the installation, adjustment, and testing of the equipment and to instruct the owner's operating personnel on operation and maintenance. This supervision may be divided into two or more time periods as required by the installation program or as directed by the Resident Project Representative.
- B. See the detailed Specifications for additional requirements for furnishing the services of manufacturer's representatives.
- C. A certificate from the manufacturer stating that the installation of the equipment is satisfactory, that the unit has been satisfactorily tested, is ready for operation, and that the

operating personnel have been suitably instructed in the operation, lubrication, and care of the unit shall be submitted before final acceptance.

- D. For equipment furnished under other Divisions, the Contractor, unless otherwise specified, shall furnish the services of the accredited representatives of the manufacturer only when some evident malfunction or over-heating makes such services necessary in the opinion of the Resident Project Representative.
- E. In addition, the Contractor shall submit three (3) copies for review, then five (5) complete revised sets of operation and maintenance instructions covering all equipment furnished under the electrical lighting and mechanical drawings shall be delivered directly to the office of the Resident Project Representative. These instructions shall consist of clean, legible, reproducible manufacturer's manuals prepared by the manufacturer exclusively for the equipment furnished under this contract and shall contain no irrelevant material. Instructions shall be written in a clear, concise easily understandable manner to assist in training personnel and shall include operation procedures, maintenance schedules, and lubrication schedules and parts list. These instructions shall include schematic detailed drawings and diagrams as necessary to clearly illustrate the written instructions. In addition to the above, a listing of the complete nameplate data for each piece of equipment shall be attached to these instructions.

1.03 HURRICANE PREPAREDNESS PLAN

- A. Within 30 days of the date of Notice to Proceed, the Contractor shall submit to the Resident Project Representative and Owner a Hurricane Preparedness Plan. The plan shall outline the necessary measures, which the Contractor proposes to perform at no additional cost to the Owner in case of a hurricane warning.
- B. In the event of inclement weather, or whenever Resident Project Representative shall direct, the Contractor will, and will cause subcontractors to protect carefully the work and materials against damage or injury from the weather. If, in the opinion of Resident Project Representative, any portion of the work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any subcontractors to so protect the Work, such Work and materials shall be removed and replaced at the expense of Contractor.

1.04 EXISTING UTILITY PROTECTION

- A. Existing utilities are shown in their approximate locations. It shall be the Contractor's responsibility to locate and protect the utilities whether shown on the Drawings or not.
- B. It shall be the Contractor's responsibility to contract utility companies at least 72 hours before starting construction so maintenance personnel can locate and protect facilities, if required by the utility company.

1.05 ITEMS SPECIFIED IN DRAWINGS

- A. Items of material, equipment, machinery and the like may be specified on the Drawings and not in the Specifications. Such items shall be provided by the Contractor in accordance with the specification on the Drawings.

-
- B. Construction Drawings are provided as a component of this Contract. The Drawings are bound separately.

1.06 SUSPENSION OF WORK DUE TO WEATHER

- A. During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Resident Project Representative as to suspensions shall be final and binding. During suspension of the work from any cause, the work shall be suitably and protected so as to preserve it from injury by the weather or otherwise; and, if the Resident Project Representative shall so direct the rubbish and surplus materials shall be removed.

1.07 SPECIAL REQUIREMENTS

- A. The following requirements shall govern:
1. The Contractor shall, prior to interrupting a utility service (water, sewer, etc.) for the purpose of making cut-ins to the existing lines or for any other purposes, contact the Owner and make arrangements for the interruption which will be satisfactory to the Owner.
 2. All equipment delivered to the job site shall be properly protected from dirt, dust, dampness, water and any other condition detrimental to the life of the equipment from the date of delivery to the time that control of the equipment is assumed by the Owner. If any equipment is delivered to the job site before any building thereon is enclosed, it shall be housed in temporary, structurally rigid, watertight enclosure.
 3. Certain information regarding the reputed presence, size, character and location of existing underground structures, pipes and conduits have been shown on the Contract Drawings. There is no certainty of the accuracy of this information, and the location of underground structures shown may be encountered. The Contractor hereby distinctly agrees that the Owner is not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information regarding obstructions either revealed or not revealed by the Drawings, and that he shall have no claim for relief from any obligation or responsibility under this Contract in case the location, size, or character of any pipe or other underground structure is not as indicated on the Drawings, or in case any pipe or other underground structure is encountered that is not shown on the Drawings.

1.08 RESPONSIBILITY OF CONTRACTOR

- A. The Contractor shall be responsible for the entire Work determined by the Drawings, Specifications and Contract from the date of the starting of the Work until it is accepted as evidence of approval of the Completion Certificate by the Owner. He shall be responsible for removals, renewals and replacements due to action of the elements and all other causes except as otherwise provided in the Specifications. The Contractor shall

keep the contract under his own control and it shall be his responsibility to see that the work is properly supervised and carried on faithfully and efficiently. The Contractor shall supervise the work personally or shall have a competent, English speaking superintendent or representative, who shall be on the site of the project at all working hours and who shall be clothed with full authority by the Contractor to direct the performance of the work and make arrangements for all necessary materials, equipment and labor without delay.

- B. Renewals or repairs necessitated because of defective materials or workmanship, or due to action of the elements or other natural causes, including fire and flood, prior to the acceptance as determined by the Completion Certificate, shall be done anew in accordance with the Contract and Specifications at the expense of the Contractor.
- C. Contractor shall be responsible for maintaining the existing WWTF in compliance during construction. All construction with existing facilities shall be coordinated with the Owner and Resident Project Representative to maintain compliance.

1.09 RELOCATIONS

- A. The Contractor shall be responsible for the relocation of structures, including but not limited to light poles, signs, sign poles, fences, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

1.10 SALVAGE

- A. Any existing equipment or material, including but not limited to, valves, pipes, fittings, couplings, etc., which is removed or replaced as a result of construction under this Contract may be designated as salvage by the Resident Project Representative or Owner and if so, shall be excavated, if necessary and delivered to the Owner at a location directed by the Owner, or shall be disposed of by the Contractor at a suitable location at his expense.

1.11 PERMITS

- A. Upon Notice of Award, the Contractor shall immediately apply for all applicable permits to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the Resident Project Representative. The costs for obtaining all permits shall be borne by the Contractor.

PART 2- PRODUCTS (NOT USED)

PART 3- EXECUTION (NOT USED)

*****END OF SECTION*****

SECTION 01040

PROJECT COORDINATION

PART 1 - GENERAL

1.01 PERSONNEL AND EQUIPMENT

The Contractor shall furnish personnel and equipment which will be efficient, appropriate and large enough to secure a satisfactory quality of work and a rate of progress which will ensure the completion of the work within the contract time as stipulated in these Specifications.

1.02 CARE AND PROTECTION OF PROPERTY

The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of the Construction, any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in other manner acceptable to the Engineer.

1.03 COOPERATION WITHIN THIS CONTRACT

- A. All firms or persons authorized to perform any work under Contract shall cooperate with the Contractor and his subcontractors or trades, and shall assist in incorporating the work of other trades where necessary or required.
- B. Cutting and patching, drilling and fitting shall be carried out where required by the trade or subcontractor having jurisdiction, unless otherwise indicated herein or directed by the Engineer.

1.04 PROTECTION OF CONSTRUCTION AND EQUIPMENT

- A. All newly constructed work shall be carefully protected from damage. No wheeling, or walking, or placing of heavy loads on it shall be allowed and all damaged areas shall be reconstructed by the Contractor at his own expense.
- B. If, in the final inspection of the work, any defects, faults or omissions are found, the Contractor shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the Contractor shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein, for at least the guaranteed period described in the Contract.

1.05

COOPERATION WITH OTHER CONTRACTS

Should the Contract require a portion of the work to be connected to work done under other contract(s), as shown on the Drawings, it will be necessary for this Contractor to plan his work and cooperate with other Contractors insofar as possible to prevent any interference and delay.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

***** END OF SECTION *****

SECTION 01045

CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Contractor shall be responsible for all cutting, fitting, and patching, including excavation and backfill, required to complete the work or to:
 - 1. Make its several parts fit together properly.
 - 2. Uncover portions of the work for inspection by the Owner's representative.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to requirements of Contract Documents.
 - 5. Remove samples of installed work as specified for testing.

1.02 RELATED REQUIREMENTS

- A. Division 2 - Site Work.

1.03 SUBMITTALS

- A. Submit a written request to the Engineer fifteen (15) days prior to executing any cutting or alteration.
- B. Request shall include:
 - 1. Identification of the Project.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration, or excavation.
 - 4. Effect of work on Owner or any separate contractor, or on structural or weatherproof integrity of project.
 - 5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Products and/or methods proposed to be used.
 - c. Extent of refinishing to be done.

-
6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
 8. Written permission of any separate contractor whose work will be affected.
- C. Submit written notice to the Owner designating the date and the time the work will be uncovered.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Comply with specifications and standards for each specific product involved.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products, or performance of work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for that portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original installer or fabricator to perform cutting and patching for:

-
1. Weather-exposed or moisture-resistant elements.
 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- F. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

***** END OF SECTION *****

SECTION 01065

PERMITS AND FEES

PART 1 - GENERAL

- A. The Contractor shall obtain and pay for all permits (i.e. Demolition permit, Building permit, etc.) and licenses related to his work as provided for in the Conditions of the Contract except as otherwise provided herein.
- B. The Contractor is responsible for all expenses associated with water, wastewater, electrical and communication utility service connection fees and utility make ready fees required in this project.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

***** END OF SECTION *****

SECTION 01070

ABBREVIATIONS AND SYMBOLS

PART 1 - GENERAL

A. Referenced Standards: Any reference to published specifications or standards of any organization or association shall comply with the requirements of the specification or standard which is current on the date of Advertisement for Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern. In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

B. Abbreviations:

AA	-	Aluminum Association
ABPA	-	Acoustical and Board Products Association
ACI	-	American Concrete Institute
AGA	-	American Gas Association
AGMA	-	American Gear Manufacturers Association
AIEE	-	American Institute of Electrical Engineers (Now IEEE)
AIMA	-	Acoustical and Insulating Materials Association
AISC	-	American Institute of Steel Construction
ANSI	-	American National Standard Institute
API	-	American Petroleum Institute
ASHRAE	-	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	-	American Society of Mechanical Engineers
ASCBC	-	American Standard Safety Code for Building Construction
ASTM	-	American Society for Testing and Materials
AWPA	-	American Wood Preservers Association
AWPB	-	American Wood Preservers Bureau
AWS	-	American Welding Society
CRSI	-	Concrete Reinforcing Steel Institute
CS	-	Commercial Standard
E/A	-	Engineer and/or Architect
FS	-	Federal Standards
GPM	-	Gallons Per Minute
HP	-	Horsepower
ID	-	Inside Diameter
IEEE	-	Institute of Electrical and Electronic Engineers

IPCEA		Insulated Power Cable Engineers Association
NBFU	-	National Board of Fire Underwriters
NBS	-	National Bureau of Standards
NEC	-	National Electrical Code
NECA		National Electrical Contractors' Association
NEMA		National Electrical Manufacturers' Association
NFPA	-	National Fire Protection Association
NPT	-	National Pipe Threads
NSF	-	National Sanitation Foundation
OD	-	Outside Diameter
OSHA		U.S. Department of Labor, Occupational Safety and Health Association
PCA	-	Portland Cement Association
PCI	-	Prestressed Concrete Institute
PS	-	United States Products Standards
PSIG	-	Pounds Per Square Inch Gauge
RPM	-	Revolutions Per Minute
SDI	-	Steel Decks Institute
SJI	-	Steel Joists Institute
SMACNA		Sheet Metal and Air Conditioning Contractors' National Association
SSPC	-	Structural Steel Painting Council
STA	-	Station
TDH	-	Total Dynamic Head
UL	-	Underwriter's Laboratories, Inc.

C. Additional abbreviations and symbols are shown on the plans.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01150

MEASUREMENT AND METHOD OF PAYMENT

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. The Contractor is responsible for determining actual quantities of materials necessary to complete the work. All work shown on the Drawings, herein specified, or implied in any way in the Drawings or Specifications shall be done regardless of whether or not the work is specifically defined.
- B. All measurement for payment will be based on completed work performed in strict accordance with the Drawings and Specifications. All work completed under this contract shall be measured by the Contractor in the presence of the Owner or his representative according to the methods outlined below.

1.02 MOBILIZATION, BONDS, INSURANCE, EQUIPMENT, SUPPLIES AND INCIDENTALS (BID ITEM # 1)

The work specified in this item consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment, first aid supplies, sanitary and other facilities, as required by these Specifications, special provisions, and State and local laws and regulations. The costs of bonds and any required insurance, and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, shall also be included in this item. The price to be paid for this item shall be based on such work being completed and accepted, and is included in the lump sum price bid for each bid item. The standard retainage will be applied to this item.

1.03 INDEMNIFICATION (BID ITEM # 2)

Requirements for this item are specified in the Contract Documents. Payment of the applicable lump sum price for this item shall be considered full compensation for indemnification as specified. Indemnification shall be considered to begin upon the signing of the Agreement. Payment for indemnification will occur with payment of contractor's first pay request.

1.04 BUILD-OUT CONSTRUCTION OF MPO OFFICE SPACE (BID ITEM # 3)

The price to be paid for this item shall be based on such work being completed and accepted, and the lump sum price bid. Payment shall include all labor, materials, equipment and incidentals necessary to construct the new MPO offices in accordance with the drawings and specifications. The bid item price shall include all labor, equipment, materials and other items required to complete the work. Payment shall be based on the work being completed and accepted, and the bid item price stated in the Bid Form.

1.05 BUILD-OUT CONSTRUCTION OF MPO MEETING ROOM (BID ITEM # 4)

The price to be paid for this item shall be based on such work being completed and accepted, and the lump sum price bid. Payment shall include all labor, materials, equipment and incidentals necessary to construct the new MPO Meeting Room in accordance with the drawings and specifications. The bid item price shall include all labor, equipment, materials and other items required to complete the work. Payment shall be based on the work being completed and accepted, and the bid item price stated in the Bid Form.

1.06 BUILD-OUT CONSTRUCTION OF CORRIDOR EXTENSION (BID ITEM # 5)

The price to be paid for this item shall be based on such work being completed and accepted, and the lump sum price bid. Payment shall include all labor, materials, equipment and incidentals necessary to construct the new Corridor Extension in accordance with the drawings and specifications. The bid item price shall include all labor, equipment, materials and other items required to complete the work. Payment shall be based on the work being completed and accepted, and the bid item price stated in the Bid Form.

1.05 EXECUTION OF GENERAL CONDITIONS (BID ITEM # 6)

The work specified under this item consists of furnishing all labor, materials, equipment, and incidentals necessary to complete the work specified in "Division 1 – General Requirements." The work may include, but not be limited to, the following:

- Special Project Procedures and Coordination
- Field Engineering, surveying and site layout
- Video Taping existing conditions
- Permits and Fees
- Project Meetings
- Materials Testing and assistance to testing personnel employed by the Owner
- Preparation and submittal of Pay Requests
- Preparation and submittal of Shop Drawings
- Preparation and submittal of Record Drawings and other record documents
- Cleanup

Payment for the work performed under this bid item will be the lump sum price and is included in the lump sum price bid for each bid item stated in the Bid Form. Measurement of payment will be based on the overall percentage of each portion of the entire project awarded that has been completed. However, payment of lump sum bid price will not exceed 80 percent until the project Record Drawings have been submitted by the Contractor and accepted by the Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

****END OF SECTION****

SECTION 01153

CHANGE ORDER PROCEDURES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Promptly implement Change Order procedures.
 - 1. Provide full written data required to evaluate changes.
 - 2. Maintain detailed records of work done on a time and material/force account basis.
 - 3. Provide full documentation to Engineer on request.
- B. Designate in writing the member of Contractor's organization:
 - 1. Who is authorized to accept changes in the work.
 - 2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the work.
- C. Owner will designate in writing the person who is authorized to execute Change Orders.

1.02 RELATED REQUIREMENTS

- A. Schedule of Prices.
- B. General and Supplemental Conditions of the Contract.
- C. Section 01025: Schedule of Values.
- D. Section 01027: Applications for Payment.
- E. Section 01720: Project Record Documents.

1.03 DEFINITIONS

- A. Change Order: See General Conditions.
- B. Work Directive Change: See General Conditions.

1.04 PRELIMINARY PROCEDURES

- A. Owner and Engineer may initiate changes by submitting a Work Directive Change to the Contractor. Request will include:

-
1. Detailed description of the change, products, and location of the change in the Project.
 2. Supplementary or revised Drawings and Specifications.
 3. The project time span for making the change, and a specific statement as to whether overtime work is or is not authorized.
 4. A specific period of time during which the requested price will be considered valid.
- B. Contractor may initiate changes by submitting a written notice to the Engineer, containing:
1. Description of the proposed changes.
 2. Statement of the reason for making the changes.
 3. Statement of the effect on the Contract Sum and the Contract Time.
 4. Statement of the effect on the work of separate contractors.
 5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

1.05 CONSTRUCTION CHANGE AUTHORIZATION

- A. Work Directive Change will describe changes in the Work, both additions and deletions with attachments of revised Contract Documents to define details of the change and will designate the method of determining any change in the Contract Sum and any change in Contract Time.
- B. Owner and Engineer will sign and date the Work Directive Change as authorization for the Contractor to proceed with the changes.

1.06 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow the Engineer to evaluate the quotation.
- B. On request, provide additional data to support time and cost computations:
1. Labor required.
 2. Equipment required.
 3. Products required.
 - a. Recommended source of purchase and unit cost.

-
- b. Quantities required.
 - 4. Taxes, insurance, and bonds.
 - 5. Credit for work deleted from Contract, similarly documented.
 - 6. Overhead and profit.
 - 7. Justification for any change in Contract Time.
- C. Support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump sum proposal, plus additional information.
- 1. Name of the Owner's authorized agent who ordered the work and date of the Order.
 - 2. Dates and times work was performed and by whom.
 - 3. Time record, summary of hours worked, and hourly rates paid.
 - 4. Receipts and invoices for:
 - a. Equipment used, listing dates, and times of use.
 - b. Products used, listing of quantities.
 - c. Subcontracts with similar supporting documentation from subcontractors.

1.07 PREPARATION OF CHANGE ORDERS

- A. Engineer will prepare each Change Order.
- B. Form: As supplied by the Engineer.
- C. Change Order will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- D. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.08 LUMP SUM/FIXED PRICE CHANGE ORDER

- A. Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.
- B. Once Engineer has completed and signed the form, all copies should be sent to

Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies.

1.09 UNIT PRICE CHANGE ORDER

- A. Content of Change Orders will be based on either:
1. Engineer's definition of the scope of the required changes.
 2. Contractor's proposal for a change, as recommended by Engineer.
 3. Survey of complete work.
- B. The amounts of the unit prices to be:
1. Those stated in the Agreement.
 2. Those mutually agreed upon between Owner and Contractor.
 3. Those contained in the Schedule of Unit Prices for Change Orders.
- C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:
1. Owner and Engineer will sign and date a Work Directive Change as authorization for Contractor to proceed with the changes.
- D. When quantities of the items cannot be determined prior to start of the work:
1. Engineer or Owner will issue a Work Directive Change directing the Contractor to proceed with the change on the basis of unit prices, and the Engineer will cite the applicable unit prices.
 2. Upon completion of the change, the Engineer will determine the cost of such work based on the unit prices and quantities used.
 3. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
 4. Contractor will sign and date the Change Order to indicate their agreement with the terms therein.
 5. Owner will then sign the change order.

1.10 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/CONSTRUCTION CHANGE AUTHORIZATION

- A. Engineer and Owner will issue a Work Directive Change directing Contractor to proceed with the changes.

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- B. Upon completion of the change, the Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.
 - C. Engineer will determine the allowable cost of such work, as provided in General Conditions and Supplementary Conditions.
 - D. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
 - E. Contractor will sign and date the Change Order to indicate agreement therewith.
 - F. Owner will then sign the Change Order.

1.11 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Monthly, revise Schedule of Values and Request for Payment forms to record each change as a separate item of work and to record the adjusted Contract Sum.
- B. Monthly, revise the Construction Schedule to reflect each change in Contract Time.
- C. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

***** END OF SECTION *****

SECTION 01200

PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Engineer shall schedule and administer a preconstruction meeting, periodic progress meetings, and specifically called meetings throughout the progress of the work.
 - a. Prepare agenda for meetings
 - b. Make physical arrangements for meetings
 - c. Preside at meetings
2. Representatives of contractors, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
3. The Contractor shall attend meetings to ascertain that work is expedited consistent with Contract Documents and construction schedules. The Engineer will take written minutes of the preconstruction meeting and each progress meeting; copies of the minutes will be distributed to the Owner and Contractor.

B. Related Requirements Described Elsewhere:

1. Conditions of the Contract.

1.02 PRECONSTRUCTION MEETING

- A. Schedule a preconstruction meeting no later than twenty (20) days after date of Award of Contract.
- B. Location: A central site, convenient for all parties, designated by the Owner.
- C. Attendance:
1. Owner's representative
 2. Engineer and his professional consultants
 3. Resident project representative
 4. Contractor's superintendent
 5. Major subcontractors

-
6. Major suppliers
 7. Utilities
 8. Others as appropriate.

D. Suggested Agenda:

1. Distribution and discussion of:
 - a. List of major subcontractors and suppliers
 - b. Projected schedules.
2. Critical work sequencing: Relationships and coordination with other contracts and/or work.
3. Project coordination: Designation and responsible personnel.
4. Procedures and processing of:
 - a. Field decisions
 - b. Proposal requests
 - c. Submittals
 - d. Change orders
 - e. Applications for payment and sample format.
5. Submittal of Shop Drawings, project data and samples.
6. Adequacy of distribution of Contract Documents.
7. Procedures for maintaining Record Documents.
8. Use of premises:
 - a. Work and storage areas.
 - b. Owner's requirements.
 - c. Access and traffic control.
9. Construction facilities, controls and construction aids.
10. Temporary utilities.

-
11. Safety and first aid procedures.
 12. Check of required Bond and Insurance certifications.
 13. Completion time for contract and liquidated damages.
 14. Request for regular job meetings.
 15. Security procedures.
 16. Procedures for making partial payments.
 17. Guarantees on completed work.
 18. Equipment to be used.
 19. Staking of work.
 20. Project inspection.
 21. Laboratory testing requirements.
 22. Provisions for material stored on site.
 23. Requirements of highway departments and other organizations.
 24. Housekeeping procedures.
 25. Posting of signs.
 26. Pay request submittal dates.
 27. Equal opportunity requirements.

1.03 PROGRESS MEETINGS

- A. Schedule regular periodic meetings. The progress meetings will be held every seven (7) days or less with the first meeting thirty (30) days after the preconstruction meeting or thirty (30) days or less after the date of Notice to Proceed.
- B. Hold called meetings as required by progress of the work.
- C. Location of the meetings: Project field office of Contractor or other convenient location satisfactory to the Owner, Engineer and Contractor.
- D. Attendance:
 1. Engineer and his professional consultants will attend monthly project meetings and additional meetings as required.

-
2. Contractor
 3. Owner's representative
 4. Subcontractors as appropriate to the agenda
 5. Suppliers as appropriate to the agenda
 6. Others as appropriate

E. Suggested Agenda:

1. Review approval of minutes of previous meetings.
2. Review of work progress since previous meeting.
3. Field observations, problems, conflicts.
4. Problems which impede Construction Schedule.
5. Review of off-site fabrication, delivery schedules.
6. Corrective measures and procedures to regain projected schedule.
7. Revisions to Construction Schedule.
8. Progress schedule during succeeding work period.
9. Coordination of schedules.
10. Review submittal schedules; expedite as required.
11. Maintenance of quality standards.
12. Pending changes and substitutions.
13. Shop drawing submittals.
14. Review proposed changes for:
 - a. Effect on Construction Schedule and on completion date.
 - b. Effect on other contracts of the Project.
15. Other business.
16. Construction schedule.
17. Critical/long lead items.

-
- F. The Contractor is to attend progress meetings and is to study previous meeting minutes and current agenda items, in order to be prepared to discuss pertinent topics such as deliveries of materials and equipment, progress of the work, etc.
 - G. The Contractor shall provide a current submittal log at each progress meeting.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

***** END OF SECTION *****

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 SUMMARY

- A. This section specifies requirements for handling submittals.

1.02 GENERAL PROCEDURES

- A. Coordinate submittal preparation with performance of construction activities, and with purchasing or fabrication, delivery, other submittals and related activities. Transmit in advance of performance of related activities.
- B. Coordinate transmittal of different submittals for related elements so processing will not be delayed by the need to review concurrently for coordination. The Owner reserves the right to withhold action on a submittal requiring coordination until related submittals are received.

1. Processing: Allow two weeks for initial review. Allow more time if processing must be delayed for coordination with other submittals. The Owner will advise the Contractor when a submittal must be delayed for coordination. Allow two weeks for reprocessing each submittal.
 - a. No extension of time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.
2. Submittal Preparation: Place a label or title block on each submittal for identification. Provide a 4" x 5" space on the label or beside the title block on Shop Drawings to record Contractor's review and approval markings and action taken. Include the following information on the label for processing and recording action taken.

Project name

Date

Name and address of Owner

Name and address of Contractor

Name and address of subcontractor

Name and address of manufacturer

3. Submittal Transmittal: Number and Package submittals appropriately for transmittal and handling. Transmit with a transmittal form. Submittals received from other than the Contractor will be returned without action.

1.03 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Submit a fully developed, bar-chart type construction schedule, within 30 days of the date established for Commencement of the Work. Provide a separate bar for each

construction activity and a vertical line to identify the first working day of each week. Use the breakdown of units of Work as indicated in the "Schedule of Values". Schedule shall be updated before each monthly meeting.

- B. Within each time bar indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
- C. Prepare the schedule on sheets of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
- D. Secure commitments for performing critical construction operations from parties involved. Coordinate each activity with other activities and show in proper sequence; include minor elements involved in the construction sequence. Indicate sequences necessary for completion of related portions.
- E. Coordinate the Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests and other schedules.
- F. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the Schedule to allow time for the Owner's procedures necessary for certification of Substantial Completion.

1.04 SUBMITTAL SCHEDULE

- A. Submit the Submittal Schedule within 10 days of the Construction Schedule. Coordinate the Schedule with the list of subcontracts, Schedule of Values and list of products as well as the Construction Schedule.
- B. Prepare the Schedule in chronological order; include submittals required during the first 90 days of construction. Provide the following information:

- Scheduled date for the first submittal
- Related Section number
- Name of subcontractor
- Description of the construction element covered
- Scheduled date the Owner's final release or approval

1.05 DISTRIBUTION OF SCHEDULES

- A. Distribute copies of the Construction and Submittal Schedules to the Owner, Subcontractors, and other parties required to comply with schedule dates. Post copies in the temporary field office. When revisions are made, distribute to the same parties and post in the same locations.
- B. Revise each Schedule after each meeting or activity, where revisions have been made. Issue the updated Schedules concurrently with report of each meeting.

1.06 DAILY CONSTRUCTION LOG

- A. Prepare a daily construction log of information concerning events and construction

activities at the site for periodic review of the Owner.

1.07 SHOP DRAWINGS

- A. Submit new information, drawn to an accurate scale. Indicate deviations from Contract Documents.

Dimensions
Identification of products and materials included and to be supplied
Notation of coordination requirements
Notation of dimensions established by field measurement
Required spare parts

1. Except for templates, patterns and similar full size Drawings, submit Shop Drawings on sheets at least 8 ½" x 11" but no larger than 24" x 36".

B. PRODUCT DATA

1. Collect Product Data into a single submittal for each element or system. Mark each copy to show applicable choices and options. Where Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

Manufacturer's printed recommendations
Compliance with recognized trade association standards
Compliance with recognized testing agency standards
Application of testing agency labels and seals
Notation of dimensions verified by field measurement
Notation of coordination requirements

2. Spare parts for typical owner maintenance shall be supplied for the following as a minimum:

All pumps
All mechanical routine equipment
3 sets of gaskets for all piping supplied

1.08 SUBMITTALS

- A. Submit five (5) copies of each required submittal; submit seven (7) copies where required for maintenance manuals. The Owner will retain two (2) copies, and will return the other marked with action taken and corrections or modifications required.
- B. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

1.09 DISTRIBUTION

- A. Furnish copies of final submittal to installers and others required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with

installation until an applicable copy of Product Data is in the installer's possession.

- B. Do not permit use of unmarked copies of Product Data in connection with construction.
- C. Prepare additional sets for subcontractors, manufacturers, fabricators, installers, and others as required for performance. Show distribution on transmittal forms.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01510

TEMPORARY UTILITIES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Furnish, install and maintain temporary utilities required for construction, remove on completion of work.

1.02 RELATED REQUIREMENTS

- A. Section 01010: Summary of Work

1.03 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code.
- B. Comply with Federal, State and local codes and regulations and with utility company requirements.
- C. Comply with county Health Department Regulations.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

- A. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.02 TEMPORARY ELECTRICITY AND LIGHTING

- A. Arrange with utility company and Owner to provide service required for power and lighting, and pay all costs for service and for power used in the construction, testing and trial operation prior to final acceptance of work by the Owner as stipulated by the Engineer.
- B. Install circuit and branch wiring, with area distribution boxes located so that power and lighting are available throughout the construction by the use of construction-type power cords.
- C. Provide adequate artificial lighting for all areas of work when natural light is not adequate for work, and for areas accessible to the public.

2.03 TEMPORARY HEAT AND VENTILATION

- A. Provide temporary heat and ventilation as required to maintain adequate environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for

the installation of materials, and to protect materials and finishes from damage due to temperature or humidity.

- B. Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors or gases.
- C. Portable heaters shall be standard approved unit complete with controls.
- D. Pay all costs of installation, maintenance, operations and removal, and for fuel consumed.

2.04 TEMPORARY WATER

- A. Provide and pay for all required water for construction and consumptive purposes.
- B. Install temporary service piping with shut-off valves at the tie-in locations. Protect piping and fittings against freezing as applicable to the work site.
- C. Install at each and every connection to the Owner water supply a backflow preventer meeting the requirements of AWWA C506, latest revision. Contractor shall be required to meter all water used.

2.05 TEMPORARY SANITARY FACILITIES

- A. Provide sanitary facilities in compliance with laws and regulations.
- B. Service, clean and maintain facilities and enclosures.

PART 3 - EXECUTION

3.01 GENERAL

- A. Comply with applicable requirements specified in Division 0, and in Division 1.
- B. Maintain and operate systems to assure continuous service.
- C. Modify and extend systems as work progress requires.

3.02 REMOVAL

- A. Completely remove temporary material and equipment when their use is no longer required as determined by the Engineer.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore permanent facilities used for temporary services to specified condition.

*****END OF SECTION*****

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Material and equipment incorporated into the Work:
1. Conform to applicable specifications and standards.
 2. Comply with size, make, type and quality specified, or as specifically approved in writing by the Engineer.
 3. Manufactured and Fabricated Products:
 - a. Design, fabricate and assemble in accord with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - c. Two or more items of the same kind shall be identical, by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
 4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 RELATED REQUIREMENTS

- A. Conditions of the Contract.
- B. Bid Form
- C. Section 01010: Summary of Work
- D. Section 01030: Special Project Procedures
- E. Section 01300: Submittals
- G. Section 01730: Operating & Maintenance Data
- H. Section 01740: Warranties and Bonds

1.03 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the site without prior approval of the Engineer.
- B. Within 30 days after the effective date of the Agreement, the Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product and to form an opinion as to its conformity to the specifications.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, either prior to beginning or during the progress of the work, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Owner will make arrangements for and pay for the tests.
- D. The Contractor shall submit data and samples sufficiently early to permit consideration and approval before materials are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. In order to demonstrate the proficiency of workmen or to facilitate the choice among several textures, types, finishes, and surfaces, the Contractor shall provide such samples of workmanship or finish as may be required.
- F. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.04 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including three (3) copies to the Engineer.
 - 1. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
 - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
 - 2. Do not proceed with work without clear instructions.
- C. Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract

Documents.

1.05 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accord with construction schedules, coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle Products by methods to prevent soiling or damage to Products or packaging.

1.06 STORAGE AND PROTECTION

- A. The Contractor shall furnish a covered, weather-protected storage structure providing a clean, dry, noncorrosive environment for all mechanical equipment, valves, architectural item, electrical and instrumentation equipment, and special equipment to be incorporated into this project. Storage of equipment shall be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including connection of heaters, placing of storage lubricants in equipment, etc. Corroded, damaged or deteriorated equipment and parts shall be replaced before acceptance of the project. Equipment and materials not properly stored will not be included in a payment estimate.
- B. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- C. All materials and equipment to be incorporated in the work shall be handled and stored by the Contractor before, during, and after shipment in a manner to prevent warping, twisting, bending, breaking, slipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.
- D. Cement, sand, lime, and sand cement bags shall be stored under a roof and off the ground and shall be kept completely dry at all times until incorporation in the work. All structural and miscellaneous steel, and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent

accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete beams shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to prevent breakage, chipping, cracking, and spilling.

- E. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the work, and the Contractor shall receive no compensation for the damaged material or its removal.
- F. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- G. Protection After Installation:
 - 1. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove covering when no longer needed.
- H. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance, the Contractor shall replace same without additional cost to the Owner.
- I. Should the Contractor fail to take proper action on storage and handling of equipment supplied under this Contract within seven days after written notice to do so has been given, the Owner retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from the Contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering and any other costs associated with making the necessary corrections.

1.07 SPECIAL TOOLS

- A. Manufacturers of equipment and machinery shall furnish any special tools (including grease guns or other lubricating devices) required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order and suitably labeled no later than ten (10) days prior to facility start-up.

1.08 STORAGE AND HANDLING OF EQUIPMENT ON SITE

- A. Because of the long period allowed for construction, special attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed:
 - 1. Equipment shall not be delivered to the site more than one month prior to installation without written authorization from the Engineer. Equipment shipped

to the site shall be stored in accordance with Paragraph 1.06, herein. Operation and maintenance data as described in Section 01730 shall be submitted to the Engineer for review prior to shipment of equipment.

2. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity controlled building approved by the Engineer, until such time as the equipment is to be installed.
3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.
4. Manufacturer's storage instructions shall be carefully studied by the Contractor and reviewed with the Owner by him. These instructions shall be carefully followed and a written record of this kept by the Contractor.
5. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding." Upon equipment installation, exercise under at least half load, once weekly for an adequate period of time to insure that the equipment does not deteriorate from lack of use.
6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the work, if stored for longer than ninety (90) days, shall have the bearings cleaned, flushed and lubricated prior to testing and startup, at no extra cost to the Owner.
7. Prior to acceptance of the equipment, the Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the Contractor's expense.

1.09 WARRANTY

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer as specified in Section 01740. The manufacturer's warranty period shall be concurrent with the Contractor's.

1.10 SPARE PARTS

- A. The Contractor shall collect and store all spare parts so required in an area to be designated by the Engineer. In addition, the Contractor shall furnish to the Engineer an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each item. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the delivered cost.
- B. Spare parts shall be included to provide two years of maintenance, in addition to the

following list:

1. Pumps: one (1) set of packing for each pump and one (1) set of gaskets for each pump.

1.11 GREASE, OIL, AND FUEL

- A. All grease, oil, and fuel required for testing of equipment shall be furnished with the respective equipment. The Owner shall be furnished with a year's supply of required lubricants including grease and oil of the type recommended by the manufacturer with each item of equipment supplied.
- B. The Contractor shall be responsible for changing the oil in all drives and intermediate drives of each mechanical equipment after initial break-in of the equipment, which in no event shall be any longer than three weeks of operation.

PART 2 - PRODUCTS

2.01 MOTOR AND EQUIPMENT DATA NAMEPLATES

- A. All motor and equipment data nameplates shall be of 316 stainless steel, legibly stamped and securely and permanently attached to the motors and equipment.

2.02 EXTERIOR EXPOSED MOTORS

- A. All exterior exposed motors and exterior motors under cover but in a non-climate controlled environment shall be totally enclosed fan cooled (TEFC) of the size and type specified in the respective sections for the motors and equipment.

2.03 STAINLESS STEEL MATERIAL FASTENERS AND HARDWARE

- A. Stainless steel material, fasteners and hardware for non-submerged service and non-submerged service subject to wetting or splashing shall be grade 316 SS.
- B. Stainless steel material, fasteners and hardware for submerged service shall be grade 308 SS, unless otherwise specified or depicted on the drawings.

PART 3 - EXECUTION (NOT USED)

***** END OF SECTION *****

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Comply with requirements stated in Conditions of the Contract and in specifications for administrative procedures in closing out the Work. Substantially complete is intended that all facilities are ready for operation and startup has been performed. Final completion requires all facilities are in operation with the approval of the Engineer and Owner, and record drawings have been provided to the Engineer prior to final completion inspection.
- B. Related Requirements Described Elsewhere:
 - 1. Conditions of the Contract. Fiscal provisions, legal submittals, and additional administrative requirements.
 - 2. Cleaning: Section 01710
 - 3. Project Record Documents: Section 01720
 - 4. The respective sections of specifications: Closeout Submittals Required of Trades

1.02 SUBSTANTIAL COMPLETIONS

- A. When Contractor considers the Work as substantially complete, he shall submit to the Engineer.
 - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.
- C. Should the Engineer determine that the Work is not substantially complete:
 - 1. The Engineer will promptly notify the Contractor in writing, giving the reasons therefor.
 - 2. Contractor shall remedy the deficiencies in the Work and send a second written notice of substantial completion to the Engineer.
 - 3. The Engineer will reinspect the Work.

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- D. When the Engineer finds that the Work is substantially complete, he will:
1. Prepare and deliver to Owner a tentative Certificate of Substantial Completion, with a preliminary list of items to be completed or corrected before final payment.
 2. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

1.03 FINAL INSPECTION

- A. When Contractor considers the Work is complete, he shall submit written certification that:
1. Contract Documents have been reviewed.
 2. Work has been inspected for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
- B. The Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the Engineer consider that the Work is incomplete or defective:
1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete.
 3. The Engineer will reinspect the Work.
- D. When the Engineer finds that the Work is acceptable under the Contractor Documents, he shall request the Contractor to make closeout submittals.

1.04 REINSPECTION FEES

- A. Should the Engineer perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor.
1. Owner will compensate the Engineer for such additional services.
 2. Owner will deduct the amount of such compensation from the final payment to

the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

- A. Evidence of compliance with requirements of governing authorities.
- B. Project Record Documents: To requirements of Section 01720.
- C. Warranties and Bonds: To requirements of Section 01740.
- D. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum:
 - 1. The original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous change orders or written amendment.
 - b. Allowances.
 - c. Unit prices.
 - d. Deductions for uncorrected work.
 - e. Penalties and bonuses.
 - f. Deductions for liquidated damages.
 - g. Deductions for reinspection payments.
 - h. Other adjustments.
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- C. Engineer will prepare a final Change Order, reflecting accepted adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

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- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Condition as of the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

***** END OF SECTION *****

SECTION 01710

CLEANING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Execute cleaning during progress of the work and at completion of the work, as required by General Requirements to leave the site in a neat and satisfactory condition as determined by the Engineer.

1.02 RELATED REQUIREMENTS

- A. Division 1 General Requirements

1.03 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.
- B. Contractors shall have all required permits in hand which are required by the fire authority having jurisdiction over the site before any burning takes place.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by the manufacturer of the surfaced material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

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- D. As the Engineer deems necessary, he may direct the Contractor to remove waste material, rubbish or debris from the site or to temporarily relocate said material until disposal.

3.02 DUST CONTROL

- A. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
- B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 FINAL CLEANING

- A. Employ skilled workman for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. The work shall be left in a condition as shown on the Drawings and the remainder of the site shall be restored to a condition equal or better than what existed before the work.
- E. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection for interior and exterior surfaces, and all work areas to verify that the entire work is clean.
- F. The Owner and/or Engineer shall determine if the final cleaning is acceptable.

***** END OF SECTION *****

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Maintain at the site for the Owner one record copy of:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other modifications of the Contract
 - 5. Engineer's Field Orders or written instructions
 - 6. Accepted Shop Drawings, Working Drawings and Samples
 - 7. Field test records

- B. Related Requirements Described Elsewhere:
 - 1. Application for Payments - Section 01027

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents
 - 2. Provide locked cabinet or secure storage space for storage of samples

- B. File documents and samples in accordance with CSI format with section numbers as provided herein.

- C. Maintain documents in a clean, dry, legible, conditions and in good order. Do not use record documents for construction purposes.

- D. Make documents and samples available at all times for inspection by the Engineer and Owner.

- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "Record Documents" for review by the Engineer and Owner.

1.03 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by the Engineer.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" in neat large printed letters.
- B. Record information concurrently with construction progress.
1. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction:
1. Depths of various elements of foundation in relation to finish first floor datum.
 2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 3. Field changes of dimension and detail.
 4. Changes made by Field Order or by Change Order.
 5. Details not on original Contract Drawings.
 6. Equipment and piping relocations.
 7. Major architectural and structural changes including relocation of doors, windows, etc.
 8. Architectural schedule changes according to Contractor's records and shop drawings.
- D. Specifications and Addenda: Legibly mark each section to record:
1. Manufacturer, trade name, catalog number of supplier of each product and item of equipment actually installed.
- E. Shop Drawings (after final review and approval): Provide five sets of record drawings for process equipment, piping, electrical systems and instrumentation systems.

1.05 SUBMITTAL

At Contract closeout, deliver As-Built Documents to the Engineer for the Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01740

WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work:
1. Compile specified warranties and bonds, as specified in these Specifications.
 2. Co-execute submittals when so specified.
 3. Review submittals to verify compliance with Contract Documents.
 4. Submit to the Engineer for review and transmittal to Owner.
- B. Related Work:
1. Conditions of the Contract.
 2. Section 01030 - Special Project Procedures

1.02 SUBMITTAL REQUIREMENTS

- A. Assembly warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
- B. Provide four (4) original signed copies.
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
1. Product of work item.
 2. Firm, with name of principal, address and telephone number.
 3. Scope.
 4. Date of beginning of warranty, bond or service and maintenance contract.
 5. Duration of warranty, bond or service and maintenance contract.
 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity or warranty or bond.

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7. Contractor, name of responsible principal, address and telephone number.

1.03 FORM OF SUBMITTALS

- A. Prepare in quadruplicate packets.
- B. Format:
1. Size: 8-1/2 inches X 11 inches with punched sheets for standard three-post binder.
 - a. Fold larger sheets to fit into binders.
 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List the following:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of two inches.

1.04 WARRANTY SUBMITTALS REQUIREMENTS

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.
- B. The Contractor shall be responsible for obtaining certificates of equipment warranty for all major equipment items. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one-year warranty commencing at the date of final completion, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two-year warranty from the manufacturer shall not relieve the Contractor of the one-year warranty starting at the time of final completion.
- D. The Owner shall incur no labor, material or equipment cost during the warranty period.
- E. Guarantee shall cover all necessary labor, material, equipment and replacement parts resulting from faulty or inadequate design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**** END OF SECTION ****