



**VILLAGE OF INDIANTOWN
INVITATION TO BID**

**REPAVING OF SW SEMINOLE DRIVE AND
IMPROVEMENTS TO THE MAGNOLIA STREET
LIFT STATION**

**ITB NO. 100-2024SM
(CDBG CONTRACT #22DB-OP-10-53-02-N05)**

Bid submittals must be electronically uploaded to DemandStar (www.demandstar.com) no later than May 22, 2024 at 2:00 p.m. EST.

Late proposals *will* not be accepted.

ALL inquiries should be submitted in writing to:
info@bclandry.com

Village of Indiantown
15516 SW Osceola St, Ste B.
Indiantown, FL 34956
www.indiantownfl.gov

Engineer
CAPTEC Engineering
301 NW Flagler Avenue
Stuart, FL 34994

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Due to Size Limitations, Blueprints & Plans will be Uploaded
to DemandStar Under Separate Cover.

INVITATION TO BID (ITB)

Solicitation Title: ITB-100-2024SM (CDBG CONTRACT # 22DB-OP-10-53-02-N05) REPAVING OF SW SEMINOLE DRIVE AND IMPROVEMENTS TO THE MAGNOLIA STREET LIFT STATION

Purpose/Description: The Village of Indiantown is soliciting bids from professional construction firms to provide road paving and miscellaneous drainage improvements within SW Seminole Drive, along with making improvements to The Village's Magnolia Street Lift Station.

Solicitation Schedule:

- Broadcast Date: April 24, 2024, at 2:00 p.m.
- Non-Mandatory Pre-Bid Meeting Date: May 1, 2024, at 11:00 a.m. via Zoom
- Deadline to Receive Sealed Bids: May 22, 2024, at 2:00 p.m.
- Selection Committee Meeting Date (Scoring/Recommendation of Award): May 29, 2024, at 11:00 a.m.

Solicitation documents may be obtained by contacting DemandStar at: www.demandstar.com. Vendors who obtain solicitation documents from other sources than DemandStar.com are cautioned that the solicitation package may be incomplete. Furthermore, any and all addendums or clarifications will solely be posted and disseminated by DemandStar and any submittals received after the time and date specified in the notice shall not be considered. All plan holders in DemandStar will automatically be provided, by DemandStar, with any addendums or clarifications issued by the Village. Vendors who do not use DemandStar do so at their own risk. The Village reserves the right to disqualify any proposals that do not include acknowledgements of receipt of any clarifications and/or addendums issued by the Village through DemandStar.

The Village requires all proposal documents to be uploaded digitally only to DemandStar by May 22, 2024, by 2:00 P.M. No paper copies will be accepted. The Village of Indiantown accepts no responsibility for any expense related to preparation or delivery of proposals. Per Village Procurement Policy, bidders are required to include a 5% Bid Security in the form of a Bid Bond or Cashier's Check, payable to the Village of Indiantown when submitting the proposal/bid. Bid Security Deposits must be sent via certified mail in an envelope clearly marked "ITB-100-2024SM (CDBG CONTRACT #22DB-OP-10-53-02-N05)" to Village of Indiantown, Attn: LaRhonda McBride, 15516 SW Osceola St., Suite B, Indiantown, FL, 34956. The Village is not responsible for lost or late delivery of Bid Bond by the U.S. Postal Service or other delivery services used by the Proposer. Payment and Performance Bonds are required for this project.

All questions shall be submitted to Bonnie C. Landry via email at info@bclandry.com before the bid deadline specified herein. The Village of Indiantown reserves the right to reject any and all proposals, to waive technical errors and informalities, and to accept any proposal or any combination of proposals, which in its sole judgment will best serve the public interest.

Published: April 22, 2024

SOLICITATION OVERVIEW

Solicitation:	ITB 100- 2024SM (CDBG CONTRACT #22DB-OP-10-53-02- N05)	Broadcasting Date:	April 24, 2024
Request Description: The Village of Indiantown is soliciting bids from professional construction firms to provide road paving and miscellaneous drainage improvements within SW Seminole Drive, along with making improvements to The Village's Magnolia Street Lift Station.			
Non-Mandatory Pre-Bid Conference:	May 1, 2024	Time: 11:00 a.m. via Zoom	
Question Submittal Deadline:	May 15, 2024	Time: 2:00 p.m.	
Bid Submittal Deadline:	May 22, 2024	Time: 2:00 p.m.	
Selection Meeting at Village Chambers:	May 29, 2024	Time: 11:00 a.m.	

BIDS WILL BE ACCEPTED AND NAMES OF BIDDERS READ ALOUD AT THE TIME SPECIFIED ABOVE. LATE PRESENTATIONS MAY NOT BE CONSIDERED.

NOTICE TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit your bids for the requirements as specified herein. **All responses must be uploaded through DemandStar's e-bidding module (www.demandstar.com).** (You can call 1-800-711-1712 if you have any questions on using the system.) The documents **must** be signed by the bidder or the bidder's duly authorized agent and shall be uploaded **prior** to the Bid Submittal Deadline. It is suggested that bidders do not wait until the last day to submit their bids in the event of technical difficulties. **The Village cannot accept incomplete bids.**

Non-Mandatory Pre-Bid Meeting: for the purpose of discussing the proposed project. Prospective bidders are encouraged to attend and discuss any questions or concerns they have regarding this project. The Non-Mandatory Pre-Bid Meeting will be held via Zoom. Log-in details will be posted on DemandStar.

Point of Contact:

All requests for information related to this solicitation must be submitted in writing via email and directed to:

Bonnie Landry
Village Consultant: Bonnie Landry & Associates
at info@bclandry.com

ALL questions must be sent via e-mail, by the question deadline specified above. Questions sent via any other method will not be answered. If applicable, any addenda will be issued through DemandStar. The Village is not responsible for the validity or completeness of plans or addendums obtained by a 3rd-party. Respondents use 3rd-party providers at their own risk. DemandStar keeps all bids sealed until the time specified for opening.

SECTION 1 - BID SCHEDULE AND SCOPE

Repaving of SW Seminole Dr. and Improvements to the Magnolia St. Lift Station Indiantown, FL

The undersigned declares that he or she has carefully examined the locations of the proposed work, examined the Plans and Specifications and read the accompanying instructions to bidders, and hereby proposes to furnish all materials, machinery, tools, labor and services, and do all the work necessary to complete the project in accordance with said Plans, Specifications, and Special Provisions for the unit prices shown.

The undersigned further declares that he or she has read and acknowledges the following:

Bids are required to reflect all work to complete the entire project. Incidental items of work shall be incorporated into the most appropriate unit price bid item and no additional compensation shall be made, therefore. The amount of the Bid for comparison purposes will be the total of all items.

The Bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of the unit basis items, the amount set forth under the "Total" column shall be the multiplication of the unit price bid by the estimated quantity of the item.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any reason, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The Village reserves the right to reject any and all bids.

The bid items set forth in the Bid Schedule are described within the technical specifications, under bid items.

LIST OF DRAWINGS

<i>Sheet Number</i>	<i>Description</i>
1	Cover
2-3	Project Layout
3-4	SWPPP
5	Seminole Drive Typical Sections
6	Overall Plan
7-9	Seminole Plan and Profile
10	Water Main Deflection
11-15	Cross Sections
15A-15B	Magnolia Lift Station
16-23	Details
24	General Notes

SECTION 2 - SUBMITTAL INFORMATION

This is a fully electronic procurement process. All responses must be uploaded through DemandStar's e-bidding module (www.demandstar.com). (You can call 1-800-711-1712 if you have any questions on using the system.) The documents **must** be signed by the bidder or the bidder's duly authorized agent and shall be uploaded **prior** to the Bid Submittal Deadline. It is suggested that bidders do not wait until the last day to submit their bids in the event of technical difficulties. **The Village will not consider any incomplete or late bids.** A flyer on how to submit an e-bid on DemandStar is enclosed at the end of this ITB.

The Village is not responsible for the validity or completeness of plans or addendums obtained by a 3rd-party. Respondents use 3rd-party providers at their own risk. DemandStar keeps all bids sealed until the time specified for opening.

Neither the Village nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the ITB. All submittals should be prepared to provide a straightforward and concise description of the respondent's qualifications and ability to meet the ITB requirements.

ALL questions must be sent by the question deadline specified above. Questions sent via any other method will not be answered. If applicable, any addendums will be issued through DemandStar. After the issuance of the Invitation to Bid, prospective bidders or any agent, representative, or person acting at the request of such bidder or proposer shall **not** have any contact, communicate with, or discuss any matter relating in any way to the bid with any Council Member, agent, or employee of the Village other than via email to the Village's ITB consultant, Bonnie Landry & Associates. This prohibition begins with the issuance of any Invitation to Bid (ITB) and ends upon execution of the final contract or when the invitation to bid has been canceled. If it is determined that improper communications were conducted, the Contractor/Vendor may be declared not responsible.

Point of Contact:

All requests for information related to this solicitation must be submitted **via email** and directed to:

Bonnie Landry at: info@bclandry.com

Should the bidder find discrepancies in or omissions from the drawings and specifications, scope of work, or other documents attached hereto, or should they be in doubt as to the meaning, they should at once contact Bonnie Landry via email to obtain clarification prior to submitting a bid.

Except at the pre-bid conference, every request for interpretation of the meaning of the plans, specifications, or any contract documents, or for correction of any apparent ambiguity, inconsistency, or error therein, shall be in writing, addressed to Bonnie Landry via email. The issuance of a written addendum, or questions and answers form, by the Village is the only official method whereby interpretation, clarification, or additional information can be given. It shall be the responsibility of each bidder, prior to submitting their bid, to determine if addenda were issued and to make such addenda a part of their bid. Acknowledgement of addenda receipt will be noted by each bidder as described in the addenda.

Detailed specifications describe the commodities, services, or construction services to be acquired by the Village. To be considered for award a bid must comply in all material respects with the specifications. No alternate bids or deviations from the specifications will be accepted unless requested in the specifications or bid form and as approved through written addendum.

All blank spaces in the bid shall be filled in. The bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is called for, for each scheduled item of work as well as the total price for the entire work under the contract. If an individual or company makes the bid, they shall sign their name therein and state their name and address as principal. If a corporation makes the bid, an authorized officer or agent shall sign it, subscribing the name and address of the corporation along with their own name and affixing the corporation seal. The company name and F.E.I.N. number shall appear on the bid form.

Bidders may be declared “non-responsive” due to material omissions on the “Negligence or Breach of Contract Disclosure Form”. Additionally, bidders may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they require consultation with the Village Attorney.

Bid Withdrawals:

A bidder may withdraw a bid any time prior to the opening of the bid. All withdrawals must be requested in writing via email. After bids are opened, but prior to award of the contract by the Village, the Village may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the bid document. In such circumstance, the decision of the Village to allow the bid withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:

- The bidder acted in good faith in submitting the bid;
- The mistake in bid preparation was of such magnitude that to enforce compliance would cause a severe hardship on the bidder;
- The mistake was not the result of gross negligence or willful inattention by the bidder; and
- The mistake was discovered and was communicate to the Village prior to the Village having formally awarded the contract.

For the bidder’s convenience a withdrawal form has been provided in the Forms Section, (Form #19, Bid Withdrawal Request)

Bid Opening:

The bid opening shall be public on the date and at the time specified on the Invitation to Bid. It is the bidder’s responsibility to ensure that their bid is delivered at the proper time and place for the bid opening. A bid may not be altered after the opening of the bids.

The Village Clerk, or his or her designee, in the presence of a witness designated by the Village Clerk shall publicly announce the opening on DemandStar of all bid documents at the date and time specified in the ITB. This public opening will be held in the Village Hall Chambers, 15516 SW Osceola St, Ste. C, Indiantown, FL 34956.

Qualifications:

Bidders shall be responsible and have the capability to properly furnish the Services for the duration of the Contract Term, and shall have the necessary expertise, personnel, equipment, and sufficient capital to provide the work within the Contract Term.

Bidders shall possess all licenses required by the State of Florida. Bidders who are nonresident corporations shall furnish to the Village evidence of their ability to transact business in the State of Florida along with their proposal. Bidders for these services shall have a minimum of five (5) years of experience in providing similar services.

Bidder shall be required to provide three (3) customer references (government or private industry) for contracts of similar scope and size completed within the last five (5) years. These customers will be verified prior to award. Responses will be considered by the Village in assessing Bidder responsibility. Customer contact information for references must be submitted and should include all information requested on Forms K and L.

Preparation and Submittal Instructions:

Bidders shall be responsible for ensuring that the required Bid Documents are properly completed. The Village shall not be responsible for nor accept Bids not properly submitted and received by the ITB Sealed Bid Due date and time.

Each Bidder shall submit Bid using the forms provided by the Village, located in Appendix, on DemandStar. All forms must be completed in full, and all blank spaces shall be properly filled in. Bidders shall comply with all instructions on the Bid forms.

If changes and erasures are made, such changes and erasures shall be clear and legible, and shall be initialed by the person signing the Bid forms. For the Bid to be responsive there must be no question about what the Bidder intended. Unauthorized conditions, limitations or provisions attached to a bid will render the bid non-responsive.

Bidders must submit via DemandStar. No other method of submission shall be considered. The Bidder shall assume full responsibility for timely submission. Any Bid received after the exact time for receipt will not be considered for award.

Selection Criteria and Process:

Bids shall be reviewed by a Selection Committee, ranked based on the following criteria, and negotiation for contracts shall follow the order of ranking from highest to lowest score. The Village reserves the right to accept the bid which, in its judgment, best serves the public interest.

SELECTION CRITERIA	POINT VALUE
Cost of parts	0-20
Cost of labor	0-25
Project schedule	0-25
Qualifications and experience with similar projects and or services	0-30
TOTAL POINTS	0-100

Selection Shortlist will be sent via e-mail within 72 hours of the Selection Committee meeting via e-mail to all Bidders. Selection Committee meetings are posted on the Village's website in accordance with the Florida Law. Selection Committee meetings are open to the public.

Grant Requirements:

The proposed bidder is advised that this project is funded through the Community Development Block Grant (CDBG) Program. The successive bidder will need to adhere to the requirements of the CDBG Program as outlined within this bid document.

SECTION 3 – TERM OF CONTRACT

The term of this contract shall not exceed 180 days from the date of the notice to proceed. Additionally, substantial completion shall be completed within 150 days from the date of the notice to proceed and final completion shall be completed within 180 days from the date of the notice to proceed.

SECTION 4 – STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

See following EJCDC document pages 00700-1 through 00700-42

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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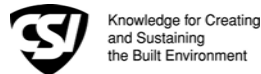
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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does

not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and

duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by

Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or

approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which

Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other

submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor

may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data*

Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice*: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
- b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

A. Reports and Drawings: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. Limited Reliance by Contractor on Technical Data

Authorized: Contractor may rely upon the general accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice:

(i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or
(ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner’s own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. 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 Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence

of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclu-

sion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and

any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and,

in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make

settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques,

sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

- b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
- a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services;
- 4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute

item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

- 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

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

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or

royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on

entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the

Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or

indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the

requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to

revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage 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 but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures.

Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 Related Work at Site

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and
2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

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

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and

disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to

check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the

Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,
2. approve the Claim, or
3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All

cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

- a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone

directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect any other item of Work; and
3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier

Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections,

tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to

an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. 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 a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and
- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
- b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment,

including final payment, will impose responsibility on Engineer:

- a. to supervise, direct, or control the Work, or
- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
- d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
- e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue

a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the

evidence of insurance required by Paragraph 5.04.B.7;

- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and
- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and, will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, 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 to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, 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 Contractor to Engineer with the Application for 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.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

- 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
- 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's disregard of the authority of Engineer; or
4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),
2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and
3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

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

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment

within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 5 – SUPPLEMENTARY CONDITIONS

1. SUBJECT TO THESE TERMS

All bids are subject to the terms and conditions specified herein. Bids which do not comply with these conditions are subject to rejection. These Terms and Conditions are subject to the order of precedents in section 2 of this document.

2. ORDER OF PRECEDENTS

2.1 If a conflict arises between these “Terms and Conditions”, the following ORDER OF PRECEDENTS will apply:

2.1.1 Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, “Public Business”, Chapter 287 “Procurement of Personal Property and Services”

2.1.2 Special Conditions and Supplemental Instructions

2.1.3 Village of Indiantown Procurement Code and Ordinances

2.1.4 Detailed Scope of Work

2.1.5 These Terms and Conditions

3. CONTRACT FORMS

Any agreement, contract, or Purchase Order resulting from the acceptance of a bid shall be in a form as approved by the Village.

4. GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Division at once, indicating in their letter or email the specific regulation which required an alteration. The Village reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at not further expense to the Village.

5. IRREVOCABLE OFFER

Any bid not withdrawn shall, upon opening, constitute an irrevocable offer for a period of one-hundred and twenty (120) days to sell to the Village the goods or services set forth in the attached specifications.

6. RESERVED RIGHTS

- 6.1. The Village reserves the right to accept or reject any or all bids, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the Village reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the Village. Any sole response received by the submission date may or may not be rejected by the Village depending on available competition and current needs of the Village.
- 6.2. To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation to Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the Village reserves the right to make such investigation, as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. Information the Village deems necessary to make this determination shall be provided by the bidder.

Such information may include but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.
- 6.3. Bidders are required to bid their prices on the bid forms supplied by the Village in the bid document. Bids, at the sole discretion of the Village, may be deemed non-responsive if these bid forms are not used and duly signed by an authorized representative of the bidder.
- 6.4. Unless otherwise stated in this bid specification, any contracts resulting from this bid are non-exclusive. The Village reserves the right, in its sole opinion, to purchase items listed in this bid through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the Village of Indiantown Procurement Policy. The Village reserves the rights to solicit separate bids for requirements that are a portion of a larger contract bid as a whole. Additionally, at the Village's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.
- 6.5. After award of this bid, the Village reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion. At contract renewal time(s) or in the event of significant industry wide

market changes, the Village may negotiate justified adjustments such as price, terms, etc., to this contract when the Village, in its sole judgment, considers such adjustments to be in the best interest of the Village.

- 6.6. If the contract awarded as a result of this bid is terminated, the Village reserves the right to go to the next lowest responsive bidder with the balance of the contract, unless otherwise stated in the bid specification.
- 6.7. The Village of Indiantown reserves the right to refuse to award to any bidder based upon prior contractual relationships between that bidder, or substantially related person or entity, and the Village. This shall include, but is not limited to, situations in which the bidder or, a substantially related person or entity, has had its contractual relationship with the Village terminated or issued a notice of default within twelve (12) months of the date of the issuance of this Invitation to Bid.

7. APPLICABLE LAWS

- 7.1. Bidders must be authorized to transact business in the State of Florida. Copy of Registration Certificate and information should be submitted with bid (see Part IV of the forms package, Sample#1). Applicable provisions of all federal, state, county, and local laws and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the Village of Indiantown, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof. This includes and revisions or as amended thereof. Any involvement with the Village of Indiantown shall be in accordance with but not limited to:

7.1.1. VILLAGE Administrative Regulations and Ordinances

- 7.1.1.1. Village of Indiantown Procurement Policy, as may be amended from time to time.
- 7.1.1.2. Administrative Approval of Contracts

7.1.2. Florida State Statutes

- 7.1.2.1. Florida State Statute 287.055: Consultants Competitive Negotiation Act (CCNA)
- 7.1.2.2. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the Village: **Pursuant to this solicitation are exempt**

rom s. 119.07(1) and s.24(a), Art. I. of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after bid or proposal opening, whichever is earlier.

- 7.1.2.3. It shall be the responsibility of the bidder to assure compliance with all other federal, state, county, or Village codes, rules, regulations, or other requirements, as each may apply.

8. TAXES

The Village of Indiantown does not pay Federal Excise and State Taxes or direct purchases of tangible personal property. The exemption number will be provided on the "contractor/vendors" copy of the purchase order. This exemption does not apply to tangible personal property purchased by contractor/vendors for their use in the performance of this contract. Nothing herein shall affect the bidder's normal tax liability. The Village reserves the right, at the Village's sole option, to issue Direct Purchase Orders for applicable supplies and equipment to be utilized in this project.

9. MATHEMATICAL ERRORS

In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

10. QUALITY GUARANTEE/WARRANTY

- 10.1. Unless otherwise specifically provided in the specifications, all equipment, materials, and articles incorporated in the work covered by this contract shall be new, unused, and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 10.2. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article, or patented process, by trade name, brand name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the Village, no later than ten (10) business days prior to the bid opening date, the name of the manufacturer, the model number, and other

identifying data and information necessary to aid the Village in evaluating the substitution. Such information is submitted to the Village Clerk. Any such substitution shall be subject to Village approval through the issuance of a written addendum. Substitutions shall be approved only if determined by the Village to be an **Approved Alternate** to the prescribed specifications.

- 10.3. A bid containing a substitution is subject to disqualification if the substitution is not approved by the Village. Items bid must be identified by brand name, number, manufacturer, and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.
- 10.4. The equipment must be warrantied for twelve (12) months, parts and labor. Should the equipment be taken out of service for more than forty- eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service.
- 10.5. If any product does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the vendor shall pick up the product from the Village at no expense to the Village. The Villager reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the vendor shall refund to Village any money which has been paid for same.

11. PUBLIC ENTITY CRIMES

- 11.1. In accordance with Chapter 287, Florida Statutes, Procurement of Personal Property and Services, Section 287.133, Public entity crime; denial or revocation of the right to transact business with public entities. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor/vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on convicted vendor list.

12. DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 12.1. In accordance with Florida State Civil Rights Act of 1992.
- 12.2. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor/vendor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 12.3. The general purposes of the Florida Civil Rights Act of 1992 are to secure for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status and thereby to protect their interest in personal dignity, to make available to the state their full productive capacities, to secure the state against domestic strife and unrest, to preserve the public safety, health, and general welfare, and to promote the interests, rights, and privileges of individuals within the state.
- 12.4. It is the policy of the Village of Indiantown to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

13. ROYALTIES AND PATENTS

- 13.1. The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted patented, or unpatented invention process, or article manufactured by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplier hereunder with equipment or data not supplied by the contractor/vendor is based solely and exclusively upon the Village alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement.
- 13.2. Further, if such a claim is made or is pending, the contractor/vendor may at its option and expense procure for the purchaser the right to continue use or replace or modify the article to render it non-infringing. If none of

the alternatives are reasonably available, the Village agrees to return the article on request to the contractor/vendor and receive reimbursement if any as may be determined by a court of competent jurisdiction. If the bidder uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

14. PURCHASING COOPERATIVE

It is the intent of this Invitation to Bid to include requirements and to obtain bids on behalf of the Village of Indiantown and reserve the right for the entities belonging to the NIGP to obtain purchases from this bid proposal. This opportunity is also made available to any and all local, County, Public Educational Institutions, non-profits, and the State of Florida. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. The Village of Indiantown will not be financially responsible for the purchases of other entities from this solicitation.

15. DELIVERY

Unless otherwise specified, all prices are to be **FOB-Destination**.

16. PRE-BID CONFERENCE

- 16.1. Failure to attend a mandatory or non-mandatory pre-bid will relieve the Village for any responsibility to notify a bidder of additional requirements unless those questions or requirements are identified in writing.
- 16.2. Failure to attend a mandatory pre-bid conference will result in the bid being considered non-responsive.

17. FUNDING

- 17.1. This bid is subject to the appropriation of funds in an amount sufficient to allow continuation of the Village's performance in accordance with the terms and conditions of this bid. The Village shall provide prompt written notice to the vendor that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this bid, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the bid.

- 17.2. The Village of Indiantown will not reveal engineering estimates or budget amounts for a project unless required by grant funding or unless it is in the best interest of the Village. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

18. SUBCONTRACTING

- 18.1. Contractor/vendors shall obtain prior written approval of subcontractors and the work they will perform as stated in the scope of work. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the Contractor/Vendor.
- 18.2. Contractor/Vendor shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor/vendor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. All Work performed for Contractor/Vendor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor/Vendor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Village and Engineer. Contractor/Vendor shall be fully responsible to Village and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor/Vendor is responsible for Contractor's/Vendor's own acts and omissions.

19. PUBLIC RECORDS

- 19.1 Bidder acknowledges that all information contained within its bid is a public record, as defined in Chapter 119, "Public Records", of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.
- 19.2 Contractor agrees that, to the extent that it may "act on behalf" of the Village within the meaning of Section 119.071(1)(a), Florida Statutes in providing its services under this Agreement, it shall:
- (a) Keep and maintain public records required by the public agency to perform the service.
 - (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or

allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Village Clerk, (772) 597-8268, lmcbride@indiantownfl.gov, P.O. Box 398, Indiantown, Florida 34956.

19.3. Public Records Compliance Indemnification: Contractor agrees to indemnify and hold the Village harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Martin County Circuit Court on an expedited basis to enforce the requirements of this section.

20. INVOICING

All invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the vendor for correction and resubmission. Vendors shall not perform any service or provide products until they have been issued an approved Purchase Order.

21. TIME EXTENSION

21.1. Time Extension: The Village may extend this Contract up to one hundred eighty-days (180) beyond the expiration date of the existing contract. The price in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

21.2. Continuation of Work: Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the Village and the successful bidder, continue until completion at the same prices, terms, and conditions. This must be approved in advanced by the Village Manager or his or her designee.

22. RIGHT TO AUDIT

The contractor/vendor shall maintain such financial records and other records as may be prescribed by the Village of Indiantown or by applicable federal and state laws, rules, and regulations. The contractor/vendor shall retain these records for a period of five years after final payment, or until they are audited by the Village of Indiantown, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five-year period for examination, transcription, and audit by the Village of Indiantown, its designees or other authorized bodies.

23. E-VERIFY

Contractor/vendors:

Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/vendor during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

24. PROTEST PROCEDURES

Protest procedures will be conducted in accordance with the Village of Indiantown Procurement Policy, adopted by Resolution No. 014-2020 on April 9, 2020, as amended from time to time.

25. CHANGE ORDERS

25.1. The Village may, by field directive, authorize minor variations from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. Supplemental agreements, in the form of "change orders" shall be used to clarify the plans and specifications, to provide for unforeseen work or alterations in plans, to change the limits of construction to meet field conditions, to provide a safe and functional connection to an existing facility, to make the project functionally operational in accordance with the intent of the original contract, or to adjust the contract price or the contract time requirements. The Village of Indiantown will not pay more than a total of 10% on markup and overhead. Any supplemental agreement shall be approved by the Village Manager, contractor and the architect/engineer, if applicable, prior to the commencement of the modified work. The Village Manager may only approve an adjustment to the contract price that does not exceed \$25,000.00 of the contract price.

25.2. The Village reserves the right to make, at any time prior to or during the progress of the work, increases or decreases in the quantities of work as may be found necessary or desirable by the Village. Compensation for changes in quantities shall be at the bid unit price for the specific item of work with no additional charges allowed for the change in quantity.

All unit prices for items of work in the original contract shall be considered all-inclusive of expenses necessary to accomplish the work regardless of the unit of measure (e.g., LS, LF, CY, SY, TN, etc.) including but not limited to:

- 1) Material
- 2) Delivery
- 3) Direct Labor
- 4) Taxes
- 5) Rental rates
- 6) Fringe Benefits
- 7) Overhead
- 8) Profit
- 9) Markup

A change in quantities whether greater than or lower than the original bid quantity shall be treated as if the new quantity was part of the original quantity of work with respect to unit value. Upon approval of changed quantities the quantities shall be adjusted on the schedule of values to reflect the new total quantity of each item of work. Each proposal for change order shall list both the reduction in quantity of deleted work and increased quantity of added work. The Village of Indiantown will not pay more than a total of 10% on markup and overhead when establishing a negotiated fee for items not listed by unit price.

Surety and other bonds, when required, are premiums applied to the total contract amount. Adjustments and allowances for increased bond costs will only be considered on the net increase to the total contract amount after consideration of both quantity reductions, quantity increase and other work price adjustments.

- 25.3. Changes in contract time will only be considered for documented weather impacts, additional work directed by the Village, reductions in work directed by the Village, stoppage of work when directed by the Village or other causes of delay not attributable to the contractor. Delays by others, such as utility companies, may not necessarily be compensated by the Village and the contractor may need to seek compensation from the third party for the delay.

26. INSURANCE

- 26.1. The contractor/vendor, prior to the signing an Agreement and before starting any work on this Agreement, shall procure and maintain, during the life of this Agreement, the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to the Village. The policies shall be placed with an insurance carrier approved and licensed by the Insurance Department of the State Florida and that meets a minimum financial or approved alternate rating of no less than **"A", Excellent**. The Village will accept a minimum rating for Worker's Compensation Insurance of **"B+, Good"**. The NAIC number for all Insurers will be noted to the right of the insurer's name in the section provided on the certificate of insurance. The Village of Indiantown will not accept any indication or evidence of self-insurance made by the contractor/vendor, as it applies to any of the required insurance coverage. The Village Manager or his or her designee, reserves the right to waive, downgrade or upgrade, or suspend requirements as determined to be in the best interest of the Village. Any and all fully executed contracts will require that the contractor/vendor be fully insured per the terms and conditions as follows herein:

26.2. Mandatory Insurance Requirements

26.2.1. Worker's Compensation

Worker's Compensation Insurance on behalf of all employees who are to provide a service for this Agreement, as required by Florida Statutes Chapter 440 and Employers Liability with limits of not less than \$100,000 per employee accident; \$500,000 disease aggregate; and \$100,000 employee per disease.

26.2.2. Commercial General Liability

Including but not limited to bodily injury, property damage, and personal injury, with limits of not less than One Million Dollars combined single unit per occurrence, Two Million Dollars per location aggregate plus property damage insurance in the minimum amount of Five Hundred Thousand Dollars covering all work performed.

26.2.3. Automobile Liability

Including bodily injury, property damage liability for all vehicles owned, hired, leased, and non-owned, with limits of not less than One Million Dollars combined single unit per occurrence covering all work performed.

26.3. Additional or Option Insurance (Depends on project requirements.)

26.3.1. Umbrella Liability

N/A unless being used to meet underlying coverage requirements.

26.3.2. Liquor Liability

All vendors serving alcohol as a result of the bid will be required to obtain Liquor Liability insurance.

26.3.3. Miscellaneous Insurance

All other types of insurance as required by the scope of work or specifications

26.3.4. Professional Liability

If applicable, in the minimum amount of One Million Dollars.

26.3.5. Hazardous Material

If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified

while carrying out this Agreement, no further work is to be performed in the area of the hazardous materials until the Project Manager and the Village's Risk Management Division has been consulted as to the potential need to procure and maintain any or all of the following coverage through a change order to the project.

26.3.5.1. Contractor/vendor's Pollution Liability

For sudden and gradual occurrences in the amount no less than \$1,000,00 per claim and \$2,000,000 in the aggregate arising out of work performed under this Agreement including, but not limited to, all hazardous materials identified under this Agreement.

26.3.5.2. Asbestos Liability

For sudden and gradual occurrences in the amount no less than \$1,000,000 per claim and \$2,000,000 in the aggregate arising out of work performed under this Agreement.

26.3.5.3. Disposal

When applicable, the Contractor/vendor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate and shall include liability for non- sudden occurrences in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

26.3.5.4. Hazard Waste Transportation

When applicable, the Contractor/vendor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance and Endorsement (MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$2,000,00 annual aggregate and provide valid EPA identification number. The Certificates of Insurance (COI) shall clearly state the hazardous materials exposure work being performed under this agreement.

26.3.6. Builder's Risk

When applicable, special form coverage shall include, but not be limited to:

- 26.3.6.1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to this Agreement;
- 26.3.6.2. Theft coverage;
- 26.3.6.3. Waiver of Occupancy clause endorsement;
- 26.3.6.4. Limits of insurance to equal 100% of the insurable completed agreement amount of such additions, or structures, on an agreed amount/replacement cost basis;

26.3.7. Maximum deductible clause of \$50,000 each claim.

26.4. Additional Insured

The Village of Indiantown, its elected and appointed officials, employees, and agents shall be listed by endorsement as additional insured, except for worker's compensation and professional liability. Further, other designated persons or entities may be required to be listed as additional insured.

26.5. Certification of Insurance

Contractor/vendor, prior to providing any services pursuant to this Agreement, shall furnish to the Village proof of insurance, including, but not limited to a Certificate of Insurance referencing the Village of Indiantown as "additional insured", except for worker's compensation and professional liability, and the effectiveness of all required insurance for contractor/vendor, and each of its subcontractors. The certificates of insurance shall state that the Village will be notified in writing at least thirty (30) days prior to cancellation, non-renewal or any other modification of any policies required of Contractor/vendor. No work shall commence under this Agreement until the Village's authorized representative has given written approval of the insurance certificates. Additionally, Contractor/vendor has an affirmative obligation throughout the entire term of this Agreement to provide the Village Manager, 15516 SW Osceola St., Suite B, Indiantown, FL 34956, evidence of the continuation of all policies required of Contractor/vendor by this Agreement.

As such, as each policy of insurance is renewed, proof thereof must be provided in writing to the Village Manager, 15516 SW Osceola St., Suite B, Indiantown, FL 34956. All insurance documents must show the Bid

Number and indicate that the bidders insurance is the prime insurance. Village suggests that Contractor/vendor obtain all policies on an occurrence form basis. If, however, Contractor/vendor determines to obtain claims-made policies, Contractor/vendor shall be required to assure that the policy dates run concurrently throughout the entire term of this Agreement and Contractor/vendor shall be required to maintain "tail" coverage Contractor/vendor's own expense for a period of time as directed by the Village Manager.

- 26.5.1. Additional insurance requirements may be noted in the scope of work or specifications. These insurance requirements will be in addition to those stated in these Terms and Conditions and not a replacement.

27. INTERPRETATION OF ESTIMATE

The estimated quantities of work to be done and materials to be furnished under this contract, given in the bid forms, are to be considered as approximate only and are to be used solely for the comparison of bids received. The Village does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location or other conditions pertaining to the work. Payment to the contractor/vendor will be made only for the actual quantities of work performed or materials furnished in accordance with the contract documents, and it is mutually understood that the quantities may be increased or diminished as provided in the specification without in any way invalidating any of the unit or lump sum price bid.

28. CONTRACT ADMINISTRATION AND SITE REVIEW

- 28.1. The bidder shall carefully examine the site of the work and the contract documents for the work contemplated, and it will be assumed that the bidder has investigated and is fully informed of the conditions and obstructions to be encountered, of the character, quality, and quantities of work to be performed and materials to be furnished and of the requirements of the contract documents. The bidder shall inform themselves fully of the conditions under which the work is to be performed in relation to construction, services, commodities and labor conditions. Failure to do so will not relieve a successful bidder of their obligations to furnish all materials, equipment and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work or deliver the requested product or service for the consideration set forth in their bid. Contracts may have more than one department or entity participating. Each participant will issue its individual purchase order contracts and will be billed separately.

28.2. Ownership of Documents

It is understood and agreed that all documents, including detail reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, including all documents bearing the professional seal of the successful proposer, there under shall be delivered to and become the property of the Village, prior to final payment to the successful proposer at the termination of the agreement.

28.3. Notice to Proceed (NTP) and Pre-Construction/Kickoff Meetings

28.3.1. Single Project

All single (one time bid or RFP) projects will have a notice to proceed (NTP) issued by the Village before a purchase order can be issued. The notice to proceed (NTP) letter will be dated the same date as the pre-construction or kickoff meeting. The date of the NTP Letter and the date in which work is to start can be no more than 30, unless otherwise approved by the Village Manager or his or her designee.

28.3.2. Continuing Services

A continuing service contract with a task order \$50,000.00 or less will use the purchase order as the notice to proceed. The date of the purchase order will be the project start date. The number of days to complete the project or the project final completion date must be annotated on the purchase order. For a task order over \$50,000.00 a formal notice to proceed (NTP) must be issued by the Purchasing Division in accordance with paragraph 32.3.1.

28.4. Work Progress and Delays

The Village Manager shall be entitled at all times to be advised in writing, at his request, as to the status of work being done by the successful proposer and the details thereof. In the event the successful proposer cannot satisfy the deadline specified in the project schedule, then it shall notify the Village Manager in writing at least seven (7) days prior to such deadline of the reason for the delay. In the event the cause of the delay is due to delay by Village or regulatory agencies as to the approval of any of the project completion date; the Village Manager shall grant to the successful proposer, in writing, an extension of the agreement time equal to the as aforementioned delays. The Village Manager shall be solely responsible for determining whether any extension of time should be awarded to the successful proposer.

29. TERMINATION OF CONTRACT

The Village of Indiantown reserves the right to terminate any contract, at any time, with or without cause.

29.1. Termination for Default

Contractor/vendor acknowledges that the conditions, covenants, and requirements on its part to be kept, as set forth in the contract, are material inducements to Village entering into an agreement. Should Contractor/vendor fail to perform any of the conditions, covenants and requirements of its part to be kept, the Village Manager shall give written notice thereof to contractor/vendor specifying those acts to things which must occur in order to cure said default. Provided, however, if Contractor/vendor makes a good faith effort by taking steps to substantially cure the default, the Village Manager may grant Contractor/vendor additional time to cure such default as he deems warranted in his sole discretion. Should the default remain, upon expiration of the time granted to cure the same, the Village Manager may terminate the agreement, by written notice of termination, said notice specifying the time and date of termination.

29.2. Termination for Convenience

The performance of work under the contract may be terminated by the Village Manager in whole or in part whenever the Village Manager determines that termination is in the Village of Indiantown's best interest. Any such termination shall be affected by the delivery to the contractor/vendor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor/vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

29.3. Payment and Ownership of Documents upon Termination

In the event of termination of the agreement, the vendor shall cease work and shall deliver to the Village all documents including reports and all other data, materials prepared or obtained, by the vendor in connection with the project, including all documents bearing the professional certification. The vendor shall reimburse the Village for any stored items that the Village has previously purchased. Village shall upon delivery of the aforesaid documents, pay contractor/vendor as full payment for its

services hereunder, a sum of money equal to the percentage of the work done by contractor/vendor and accepted as satisfactory by the Village.

29.4. Waiver

Failure of the Village to take any action with respect to any breach of any term, covenant or condition contained in the agreement, or any instance of default hereunder by the successful proposer, should not be deemed to be a waiver of any default or breach by the Village.

30. BONDS (IF REQUIRED) CONSTRUCTION ONLY

30.1. Bid Guaranty (If required)

All bids, where the total amount bid in excess of \$150,000 require security in the form of a bid bond issued by a surety company licensed to do business in Florida, a cashier's check, or an irrevocable letter of credit in an amount equal to five percent of the bid, unless the Village Manager or his or her designee issues a written determination that the imposition of such requirement would detract from competition without adding a material benefit to the Village. The Village Manager or his or her designee may require a bond on projects less than \$150,000.00. A bid bond for continuing/annual services will not be required unless stated in the specifications or special conditions. The Village Manager or his or her designee may require a letter of bondability on continuing/annual services contracts. All bonds, cashier's checks, or letters of credit shall require the bidder to forfeit bid security upon a refusal or failure to execute the contract within ten days of issuance of the notice of award of contract. If the contract is then awarded to the second-lowest bidder, the bond or other form of security shall be applied to compensate the Village for the difference in price between the lowest and second lowest bids offered.

30.2. Performance & Payment Bond, Execution of Contracts

30.2.1. The Village Manager or his or her designee shall require the successful bidder on a public construction contract to obtain a good and sufficient performance and payment bond as security for the faithful performance of a public construction contract entered into between the Village and the successful bidder and as security for the payment of all persons performing labor or furnishing materials in connection with such contract. The Village Manager or his or her designee may waive the performance and payment bond for public construction contracts of \$150,000 or less if the Village would not materially benefit from requiring such bond.

30.2.2. Within ten (10) days after the contractor/vendor has been issued a "notice of bid action", the successful bidder shall

execute and deliver to the Village a contract agreement in the form provided and in such number of counterparts as the Village may require.

- 30.2.3. Having satisfied all conditions as set forth elsewhere in these documents, the successful bidder shall furnish a performance and payment bond (public construction bond) equal to one hundred percent (100%) of the total contract amount for the security of the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection therewith in the forms required by Florida Statutes 255.05 together with power of attorney showing authorization of the surety's agent to execute the bond. It shall be the contractor/vendor's responsibility to record a copy of the bond in the public records of Martin County Clerk of Circuit Courts and provide proof of such recording to the Village Purchasing Division with the performance bond.
- 30.2.4. The failure of the successful bidder to execute such contract agreement and to supply the required bond(s) within said ten (10) business days, or within such extended time as the Village may grant, based upon reasons determined adequate by the Village, shall constitute a default. The Village may then either award the contract to the next responsible bidder or re advertise for bids and may charge the bidder the difference between the amount of the bid and the amount for which a contract for work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty. (Form# 12, Part II, Performance and Payment Bond).
- 30.2.5. The Village Manager or his or her designee may require a successful bidder on a contract other than a public construction contract to obtain a good and sufficient performance and payment bond as security for the faithful performance of the contract entered into between the Village and the successful bidder and as security for the payment of all persons performing labor or furnishing materials in connection with such contract.
- 30.2.6. When a contractor furnishes and records a payment and performance bond for a public works project in accordance with this section and provides the public authority with a written consent from the surety regarding the project or payment in question, the public authority may not condition

its payment to the contractor on the production of a release, waiver, or like documentation from a claimant demonstrating that the claimant does not have an outstanding claim against the contractor, the surety, the payment bond, or the public authority for payments due on labor, services, or materials furnished on the public works project. The surety may, in a writing served on the public authority, revoke its consent or direct that the public authority withholds a specified amount from a payment, which shall be effective upon receipt. This subsection applies to contracts entered into on or after October 1, 2012. However, the contractor may utilize this provision in lieu of release of lien for the subcontractors prior to the date above.

30.2.7. In lieu of the performance and payment bond, a successful bidder may provide the VILLAGE with an alternative form of security in the form of cash, cashier's check, or irrevocable letter of credit. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the performance and payment bond required herein.

30.3. Bond Forms

The attached bond forms may be utilized. Any bonding company submitting a bid bond or performance and payment bond to the Village must be licensed to transact as a fidelity and surety business in the State of Florida and hold a certificate of authority from the Secretary of the Treasury under Act of Congress approved July 30, 1947 (U.S.C. 6 13) and approved by the Village of Indiantown. Acceptable surety companies shall be licensed to do business in Florida and shall have an approved alternate rating of "A" or better and a "T" underwriting limitation not exceeded by this project's bond.

31. INDEMNIFICATION

31.1. Non-Design Professional

The Village shall not be liable for any loss, injury, death, or damage to persons or property, which at any time may be suffered or sustained by any person whatsoever arising from the negligent performance by contractor/vendor and its employees and agents of its obligations under the provisions of this agreement. The contractor/vendor shall indemnify and hold harmless the Village, and agents and employees against all claims, liabilities, loss, injury, death or damage whatsoever, including but not limited to attorney fees, on account/or arising out of or resulting from any negligent act or omission of the contractor/vendor in the performance of the work. The Village and contractor/vendor acknowledge that the first ten dollars (\$10.00) of the compensation paid contractor/vendor for its work here under shall be deemed specific consideration for this indemnification. Contractor/vendor shall fund the foregoing indemnification by providing the insurance coverage's set forth below.

31.2. Design Professional

Contractor/vendor shall indemnify and hold harmless the Village, its elected and appointed officials, officers, employees and agents, from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fee, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the consultant or any person employed or utilized by the consultant in the performance of the contract. Village and the Contractor/vendor acknowledge that the first ten dollars (\$10.00) of compensation paid Contractor/vendor for its services hereunder shall be deemed specific consideration for the indemnification.

32. PRICES, TERMS, AND PAYMENTS

32.1. Discounts

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

32.2. Mistakes

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk in case of mistake in extension; the unit price will govern.

32.3. Condition and Packaging

It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of the bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

32.4. Safety Standards

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standard there under.

32.5. Underwriter's Laboratories

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry UL re-examination listing where such has been established.

32.6. Invoicing and Payment

The contractor/vendor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods or services, less deductions if any, as provided. Invoices shall contain the contract number, purchase order and the contractor/vendor's Federal Employer Identification Number. An original copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

32.6.1. Payments Based on Percentage Markup

Bids that are awarded and which include or provide for a percentage markup on goods purchased will require the vendor/contractor to submit the wholesale invoice with the vendors/contractors invoice and which include or provide a list of goods purchased in order to verify the correct markup percentage was applied.

32.7. Additional Quantities

For a period not exceeding one (1) year, unless otherwise stated in the scope of work, from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities at the same unit price. If additional quantities are not acceptable, the bid sheets must be noted "Bid is for specified quantity only".

32.7.1. Additional Quantities-Lump Sum and Unit Pricing Contracts

The Village and contractor/vendor may add additional work items to the contract at any time, provided a fair and reasonable not to exceed, lump sum or unit cost can be agreed upon by both parties unless otherwise specified in the specifications or scope of work.

32.7.2. Additional Scope of Work

The Village may unilaterally require, by written order, altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Village may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Village may solicit separate solicitations to satisfy them.

32.8. Additional Terms and Conditions

Additional Terms and Conditions may be listed in Section 5 otherwise no additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are applicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bid form attest to this.

32.9. Advertising

In submitting a bid, bidder agrees not to use the results there from as a part of any commercial advertising.

32.10. Assignment

Any purchase order issued pursuant to this bid invitation and the monies, which may become due hereunder, are not assignable except with the prior written approval of the ordering agency.

33. DIRECT PURCHASE

33.1. The Village reserves the right, at the Village's option, to direct purchase materials, equipment, and furnishings involved in the project, including subcontracts, if any in accordance with Florida Statute 212.08(6) and Florida Department of Revenue Rule 12A-1.094. The selected contractor/vendor, and all subcontractors, if any, shall comply with the Village's direct purchase procedures, including but not limited to those listed below.

33.1.1. Within 15 days of the posted date of the Notice of Bid Action, the selected contractor/vendor shall submit a list of potential Direct Purchase items for the Village's consideration. The intent is for single items or large quantities of single items of approximately \$5,000.00 or more to be considered for Direct Purchase. The parties acknowledge that Village may be directly purchasing some of the material and/or equipment necessary for the project so as to save the sales tax which would otherwise have been due with regard to same.

33.1.2. Along with the list, the contractor/vendor shall also include the price quotes from the suppliers any terms and conditions negotiated with the suppliers. The contractor/vendor is responsible for selecting the supplier, specifications, material receipt, inspecting shipments and assuring that the material is in accordance with the specifications. In the event the Village determines to make any Direct Purchase of material and/or equipment for the Project, the Direct Purchase will be authorized

by a deductive change to the agreement. The deductive change for the Direct Purchase shall reduce the contract amount otherwise due from the Village to the contractor/vendor by the cost to be paid by the Village for the material and/or equipment to be directly purchased by the Village and by the sales tax saved by the Village directly purchasing the material and/or equipment. The contractor/vendor retains all responsibility for an acceptable finished product and is responsible for maintaining the project schedule. The Village's Direct Purchase mechanism to effectuate tax savings in no way effects the obligation of the contractor/vendor to meet all of the terms and conditions and all provisions and technical specifications of the bid and resultant contract document. The Contractor/vendor shall be responsible for ensuring all materials and items in his care, custody and control regardless of whether directly purchased by the Village or not. The materials directly purchased by the Village for inclusion into the project are subject to the same terms and conditions as any and all other items of the contract. The Direct Purchase items selected, and upon request of an order by the contractor/vendor, the Purchasing Department will issue a Direct Purchase order to the contractor/vendor's or subcontractor's source at the price proposed in the subcontractor's or contractor/vendor's bid, less sales tax. The Village reserves the option to issue the Direct Purchase orders to the Village's annual contract vendors or State contract vendors for comparable or lower prices, but will subtract from the contract the price shown on the subcontractor/vendor's or contractor/vendor's bid. For construction management projects, items for Direct Purchase will be identified by or before the construction documents phase.

- 33.1.3. It will be the contractor/vendor's sole and complete responsibility to properly expedite and follow up on direct purchase orders, thereby assuring delivery of the item as ordered and at the time and place needed by the Contractor/vendor.
- 33.1.4. The contractor/vendor shall take delivery, unload, store and install the materials and equipment purchased on the direct purchase order in accordance with the bid, protect and maintain in proper condition; and work with the supplier to repair, replace, and make good any defect without cost to the Village, until such time as the scope of work by the contractor/vendor has been completed and accepted by the Village. The contractor/vendor will be responsible for undertaking and completing any returns of direct purchase materials or equipment, and working with the supplier to effectuate any warranties for defective materials or equipment, or resolving any problems related to the direct purchase materials and equipment. The contractor/vendor will coordinate corrective action. Any returns not replaced shall be credited to the Village and acknowledged by a supplement to the direct purchase order and amendment to the contractor/vendor's application for payment. The Contractor/vendor shall not be

responsible for warranting the materials and equipment to the Village; however, the contractor/vendor shall be responsible for maintaining the supplier's warranty of the material or equipment purchased by direct purchase order by the Village. The contractor/vendor shall maintain records of all direct purchases received and incorporated into the work and provide the Village with a monthly accounting.

- 33.1.5. When delivery of a direct purchase order is complete, or a payment is to be made on a partial shipment, the contractor/vendor will immediately submit to the Village the invoice and documentation supporting the goods received. Invoices for direct purchase orders will be sent by the direct purchase vendor to the contractor/vendor. The contractor/vendor will verify delivery and sign the invoice and associated documentation supporting the amount of the payment. Payment will be made by check mailed to the direct purchase vendor as of the next available check run of the Village. The contractor/vendor will assist the Village in assuring prompt payment by supplying the supplier's FEI numbers, addresses, phone numbers, etc.

34. PERMITS, FEES, LICENSING, AND MOBILIZATION

- 34.1. The contractor/vendor shall obtain all necessary permits and pay for same prior to commencement of work. The cost of such permits shall be included within the base bid, unless otherwise provided for in the bid forms or specifications. The contractor/vendor must have all license and certifications as required by Federal, State, Village, County, or special agencies (i.e. FAA, FTA, EPA, DOT, etc...). Mobilization Fees (Construction Only)

- 34.1.1. Mobilization shall consist of preparatory work and operations including, but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of the Contractor's field office and other facilities necessary for work on the project; fees for bonds and insurance; and for all other work and operations including submittals and obtaining construction permits, which must be performed prior to beginning work on the various items.
- 34.1.2. Payment for mobilization, demobilization, and survey shall not exceed 10 percent (10%) of the total Contract cost unless the Contractor can prove to the Village that his actual mobilization, demobilization, and survey costs exceeds 10 percent (10%).
- 34.1.3. **Continuing Services Contracts.** Measurement: The lump sum price for mobilization shall be based on **each task order** and shall not exceed five percent (5%) of the total of all other items bid (excluding this item). The contractor shall provide a breakdown of the lump sum bid for mobilization. The schedule of values shall identify items of preparatory work and operations with the corresponding cost per item.

35. CONFLICT OF INTEREST

35.1. The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Village of Indiantown or an of its agencies. Further, all bidders must disclose the name of any Village employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

35.2. Bids Submitted by Members of Advisory Boards of the Village of Indiantown.

35.2.1. Section 112.313(12), Florida Statutes, provides that an advisory board member will not be in violation of the prohibition in Section 112.313(7), Florida Statutes, if:

35.2.1.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder. In addition, the advisory board member is required prior to or at the time of the submissions of the bid, file a statement with the Supervisor of Elections of Martin County, disclosing their interest and the nature of the intended business.

35.2.1.2. The advisory board member or their spouse or child is required to have in no way used or attempted to use their influence to persuade the Village or any of its personnel to enter into such a contract other than by the mere submission of the bid.

35.2.1.3. The advisory board member or their spouse or child is required to have in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder.

35.2.2. All of the three- (3) above conditions are required to be satisfied in accordance with the Florida Statutes. The filing of the disclosure form with the Supervisor of Elections of Martin County is the sole responsibility of the bidder and must be filed prior to or at the time of submission of the bid. A copy of the completed disclosure form shall be submitted to the Manager of the Purchasing Department prior to or at the time of submission of the bid. Failure of the bidder to comply with the provisions of this paragraph may result in the rejection of the bid.

35.3. Non-government Conflicts

35.3.1. A proposer shall not submit a response or enter into a contract with the Village of Indiantown if the contract would result in the proposer having a conflict of interest. As used herein, the term conflict of interest shall mean:

35.3.1.1. The proposer's contract with another customer or entity will be adverse to the interest of the Village of Indiantown; or

35.3.1.2. There is a significant risk that the interest of the Village of Indiantown will be materially impacted by the proposer's responsibilities to a current customer or entity, a former customer or entity or any other third party.

35.3.1.3. When a proposal is submitted pursuant to the CCNA, the conflict of interest standards set forth in the National Society of Professional Engineers Code Part II, Rules of Practices related to engineering services; the Code of Ethics - The American Institute of Architects and the NCARB - National Council of Architectural Registration Boards Code of Ethics related to architectural services shall each be applicable in determining whether a conflict of interest exists.

35.3.2. Notwithstanding the existence of a conflict of interest under paragraph (a), a proposer may submit a proposal and enter into a contract with the Village of Indiantown if:

35.3.2.1. The proposer reasonably believes that they will be able to provide competent and diligent representation to each affected customer or entity and;

35.3.2.2. The conflict of interest is not prohibited by law and;

- 35.3.2.3. The proposal or contract does not involve the assertion of a claim by one customer or entity against another represented by the prosper in the same project or other proceeding involving State or Federal agencies; and
- 35.3.2.4. Each affected customer or entity gives informed consent, confirmed in writing by the Village Manager or his or her designee.
- 35.3.3. It shall be the sole responsibility of the Village Manager or his or her designee to determine if the criteria applicable to a conflict of interest or exception from same have been met.

36. INSPECTION, ACCEPTANCE, AND TITLE

- 36.1. Inspections and acceptance will be at destination unless otherwise provided. Title and risk of loss damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing, and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
 - 36.1.1. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - 36.1.2. Report damage (visible and concealed) to carrier and contract supplier, confirming such reports in writing, when fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
 - 36.1.3. Retain the item and its shipping container, including inner packing material, until the carrier and disposition given by the contract supplier perform inspection.
 - 36.1.4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
 - 36.1.5. The contractor/vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without the prior written consent of the Village Manager.
 - 36.1.6. All remedies therein before and therein conferred on the Village shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

37. LIQUIDATED DAMAGES, PENALTIES, AND NON-CONFORMANCE TO CONTRACT

37.1. Liquidated Damages (Construction)

Liquidated damages will be assessed to the contractor/vendor for each consecutive calendar day completion of the project or work is delayed. Liquidated damage is specified in the scope of work or specification.

37.2. Products and Supplies Validation

Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services or by others acceptable to the Village of Indiantown. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all procurement costs may be charged against the defaulting contractor/vendor. Any violation of these stipulations may also result in:

The Village of Indiantown discontinuing purchases or services from the Contractor/Vendor.

All Village departments being advised not to do business with the supplier without written approval from the Purchasing Division until such time as supplier reimburses the Village of all procurement and cover costs.

37.3. Non-Conformance to Contract (Non-construction)

If the awarded contractor /vendor is not fulfilling the terms of the bid, to include delivery date, the Village of Indiantown will initiate the following procedures:

First Notice: Written warning describing unsatisfactory work rendered or non-performance of term of the bid. The contractor/vendor will be given 10 working days to respond to this notice.

Second Notice: Issuance of a second written notice after 10-business days will assess the contractor/vendor a \$100.00 penalty fee per day for unsatisfactory work, non-delivery, or non-performance of contract. The fee will not be charged if notice of assessment for unsatisfactory work rendered, non-delivery, or non-performance of contract is made satisfactory within 48 hours of notice. Each day that there is a violation may constitute a separate offense.

37.4. Attorney's Fees

Should it become necessary for the Village to bring any action against the successful proposer to enforce any of the covenants, provisions or conditions of the agreement, the successful proposer will pay all costs attendant thereto, including reasonable attorney's fees to the attorney.

38. COMPLETION OF WORK OR PROJECT

The contractor/vendor will complete all work or services for the contract price and within the contract time of number of calendar days specified per approved Work Order/ Purchase Order for all work (except warranty items) in accordance with the contract documents. The number of completion days may be specified in the scope of work, specifications or the bid form. For continuing services contract all task orders will be complete within 30 days of the date the purchase order is approved or by the date and/or number days specified in the task order scope. The estimated completion days or date may also be documented on the purchase order.

39. AWARDS

- 39.1. The Village of Indiantown, Florida, reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The Village reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest **responsible and responsive** bidder(s) within the category chosen for basis of award, taking into account Local Preference guidelines.
- 39.2. The Village reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Village Manager or his or her designee.
- 39.3. Award of Contract, if made; will be to the lowest **responsible and responsive** bidder(s), taking into account Local Preference guidelines. In reviewing bids submitted, the Village shall take into consideration, when determining the lowest **responsible and responsive** bidder(s), the extent of compliance by each bidder with the requirements of the Minority Business Enterprise Utilization Plan.
- 39.4. In respect to the bids, the Village shall make such recommendations to the Village Council, if applicable, as they shall deem proper, at the earliest practicable meeting of the Village Council. The Village Council shall elect to reject all bids, accept the bid of the lowest **responsible and responsive** bidder, or re advertise the project for new bids. In the event the lowest **responsible and responsive** bid for a project exceeds the available funds, the Village, may negotiate an adjustment of the bid price with the lowest **responsible and responsive** bidder, in order to bring the total cost of the project within the amount of available funds.
- 40.5. If alternates are included in the bid sheets, bid will be awarded based on unit pricing of the base bid.

40. PAYMENTS. RETAINAGE. SUB-CONTRACTORS

- 40.1. Partial payments for each calendar month may be made to the contractor/vendor by the Village of Indiantown upon basis of a duly certified approved estimate (construction) or invoice of the work performed, and materials furnished by the contractor/vendor during the preceding calendar month.

40.2. Retainage (Construction only)

- 40.2.1. The Village of Indiantown will retain no less than five (5%) of the amount of each partial payment until work is complete. No partial payment shall be construed to be accepted by the Village of any portion of the work under this contract. Requests for payment shall be submitted on the forms supplied by the Department Director or standard AIA forms. They will approve or deny the request for payment within fifteen (15) days of receipt. If denied, they shall state the reasons thereof and indicate what corrective action is needed. Payment shall be due thirty (30) days from the date of the pay application, provided it is correct. The Village will endeavor to have all required signatures within those 30 days.

40.3. Certification of Payment to Sub-Contractors (Constructions Only)

- 40.3.1. Prior to receipt of any partial payment, the prime contractor/vendor shall certify that all sub- contractors having an interest in the contract have received their pro rata share of previous partial payments to the prime contractor/vendor for all work completed, and materials furnished in the previous period. This certification shall be in the form designated by the Village. The term "sub- contractor", as used herein shall also include persons or firms furnishing materials or equipment for the project, for which partial payment has been made by the Village and work done under equipment-rental agreements.
- 40.3.2. The Village shall not make any partial payments after the initial partial payment until the contractor/vendor provides said certification, unless the contractor/vendor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Village and the affected sub-contractors and suppliers.
- 40.3.3. Within ten (10) days of any payment by contractor/vendor to any M.B.E. sub-contractor, the contractor/vendor shall obtain from the M.B.E., an executed sworn M.B.E. payment certification form and submit the form with relevant invoices from the M.B.E. to the applicable Department Director.
- 40.3.4. Failure on the part of the M.B.E. sub-contractor to sign the M.B.E. payment certification form and forward the form to the contractor/vendor immediately upon receipt of payment shall be grounds to suspend the M.B.E.'s certification.
- 40.3.5. Within 30 days of receipt of the initial partial payment or any other payments received thereafter except the final payment, the contractor/vendor shall pay all sub-contractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the contractor/vendor demonstrates good cause for not making any said required payment and furnishes written notification of any such good cause to both the VILLAGE and the affected sub-contractors or suppliers within said 30- day period.

- 40.3.6. Failure on the part of the contractor/vendor to furnish M.B.E. payment forms covering all payments made to M.B.E. sub-contractors, within thirty (30) days after contractor/vendor receives final partial payment, will be considered sufficient grounds for the Village Manager to terminate the contract under the provisions of the contract relating to a breach of contract by the contractor/vendor.
- 40.3.7. The successful bidder shall submit prior to contract executions, the name and address of each subcontractor to whom the bidder proposes to subcontract a portion of the work, and shall list each subcontractor, licensed by the State of Florida, proposed by the bidder, to specially fabricate and install any portion of the work. Said list shall include a description of the portion of the work, which will be done by each subcontractor. A form (Form#13) for listing the subcontractors as required is attached and is required to be returned with the bid.
- 40.4. **Final Estimate and Payment**
When the work has been completely performed by the contractor/vendor and approved by the Department Director, the unpaid balance for completed work of the contract, less any sums that may be deducted or retained (construction only) under the provisions of the contract, will be paid to the contractor/vendor within thirty (30) days of the said date of approval.
- 40.5. **Affidavit of Claims (construction only)**
The contractor/vendor shall have furnished to the Village a sworn affidavit to the effect that all claims of whatever nature incurred on the work have been paid and that no suits are pending in connection with the work done under this contract, and also providing that the contractor/vendor shall include a certificate from the Department Director stating that the work performed is satisfactory.
- 40.6. **As-built (red line) Drawings (constructions only)**
Contractor/Vendor is responsible for providing completed as-built (red line) drawings for specified projects in a Village specified form and format whether it is a fixed project, or a project completed under a continuing services contract task order. This task shall be completed at no additional cost to the Village. Failure to provide such drawings within ninety (90) calendar days of the project's substantial completion may result in final payments, in an amount not less than ten (10) percent of the final total contract amount, being withheld until such drawings are provided to and approved by the Village.

41. SAMPLES

Samples of items when called for must be furnished free of expense on or before bid opening time and date, and, if not destroyed, may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the Village of Indiantown shall dispose of the commodities.

42. PREFERRED PRODUCTS

42.1. Environmentally Preferable Products

The Village of Indiantown is committed to the procurement of products and services that minimize negative environmental and social impacts and emphasize long-term values. Preference shall be given to products and services that have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

43. SCRUTINIZED COMPANIES

43.1. Section 287.135, Florida Statutes, prohibits agencies from contracting with companies that are on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, FS, or are engaged in a boycott of Israel; or for goods or services over \$1,000,000 with companies that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, pursuant to 215.473, FS, or are engaged in business operations in Cuba or Syria.

43.2. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the any of the above lists, is not engaged in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. Form H is provided for the bidder's convenience.

44. WORKING HOURS

44.1. Construction Hours

Work hours will be in accordance with Village of Indiantown Ordinance, if any, unless otherwise stated in the scope of work or technical specifications. Unless otherwise stated, construction, drilling, repair, alteration, demolition, land clearing or landfilling operations between the hours of 7:00 a.m. and 6:00 p.m. on weekdays or between 7:00 a.m. and 4:00 p.m. on weekends for which all required permits have been issued, provided that the equipment involved is operated in accord with the manufacturer's specifications and with all manufacturer's sound-reducing equipment in use and in proper operating condition.

45. CONTRACTS FOR SERVICES (SECTION 119.0701, FLORIDA STATUTES)

45.1. This statute requires any public agency (which includes municipalities) to; in addition to other contract requirements provided by law, include a provision in each contract for services that requires the contractor to comply with the public records laws. Specifically, the contract must require the contractor to:

45.1.1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

- 45.1.2. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 45.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 45.1.4. Meet all requirements for retaining public records and transfer, at no cost, to the public agency 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.

46. USE OF VILLAGE PROPERTY AS STAGING AREA

Village property may be used during a project for a staging area. The vendor will be required to negotiate a separate agreement for use of this property. The staging agreement will be considered part of the project contract for the purpose of default. If the vendor fails to restore the property to its original status or meet other conditions as required by the staging contract, then the project retainage and/or balances due the contractor may be withheld until the terms of the staging contract are met. In addition, the contractor will provide a separate certificate of insurance naming the Village of Indiantown as an additional insured. The project name and number that the staging contract is associated with must be listed in the remarks section of the certificate of insurance.

47. EMERGENCY SERVICES

- 47.1. Contractors/Vendor shall have contingency plans to ensure that Services continue during emergency periods such as, but not limited to, major equipment breakdown, severe weather conditions, power outages and traffic disruptions. Indicate your continuity of operation plan for ensuring services during emergencies. Contractor/Vendor shall acknowledge this on Form #1. If the contractor/vendor is unable to provide emergency services, this may be waived at the sole discretion of the Village Manager or his or her designee. Emergency Services may be negotiated as separate pricing.

SECTION 6 – FORMS

Part I – Summary of Required Forms

Part II - Construction Forms

Part III - Post Bid Forms

Part IV - Samples and Examples

Vendors/Contractors that omit required forms fail to complete them per instructions may be considered for disqualification.

PART 1 - SUMMARY OF REQUIRED FORMS

These forms are required and should be submitted with all bids. ***If it is determined that forms in this section are not applicable to your company, then you should return the form with your bid and mark N/A across the form in large letters.*** There is no need to return the Terms and Conditions with your bid package.

Form A - Bid Form (5 pages)

This is a mandatory form that must be returned with your bid package. All information must match the company information as it is listed on the Florida Department of State Division of Corporations - <http://www.sunbiz.org> . All signatures must be by an authorized company representative.

Form B - Statement of No Response Form (1 page)

This is an optional form. Vendors and contractors may submit this may submit this form if they have decided not to submit a response to the bid or proposal, or by submitting this “Statement of No Response” form eliminates your firm for being able to participate in the protest of this bid or proposal in accordance with the Village of Indiantown Procurement Policy.

Form C - Interest in Competitive Bid (1 page)

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled “A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees” for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the above- referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official’s or his spouse’s or child’s interest and the nature of the intended business. The Commission of Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

Form D -Non-Collusive Form (1 page)

Each bidder shall execute an affidavit, in the form provided by the VILLAGE, to the effect that he/she has not colluded with any other person, firm, or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid form.

Form E - Public Entity Crimes (2 pages)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form F - Negligence or Breach of Contract Disclosure Form (1 page)

Required Form. The form may be used to disclose any litigation that your company may be a part of involving negligence or breach of contract over the past ten years. You may need to duplicate this form to list all history. This should include at a minimum, litigation for similar projects completed in the State of Florida. Under part 6 of the form the final action needs to include in whose favor the litigation was settled and was a monetary amount awarded. Please do not write N/A on this form. If you have no litigation, write "None" on the form. If you have too many lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. See the form for further instruction and what to do if you have no litigation history in the past ten years. You may also submit the information in a table format if you have a large number of litigations to list. Simply put "See Attached Listing" in the blocks where you would normally have put none.

Form G - Drug Free Workplace Certification (1 page)

Self-explanatory. Required Form. This form may be used as part of a tiebreaker for identical bids. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with your bid package. If your company has a Program, sign and return the form.

Form H – Certification Regarding Scrutinized Companies List (1 page)

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies that are on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, FS, or are engaged in a boycott of Israel; or for goods or services over \$1,000,000 with companies that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, pursuant to 215.473, FS, or are engaged in business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the any of the above lists, is not engaged in a boycott of Israel, and is not engaged in business operations in Cuba or Syria.

Form I - Minority Business Enterprise Utilization Plan (1 page)

Self-explanatory. Required Form.

Form J – Bidder Qualifications

Self-explanatory. Answer the questions to provide information regarding past completed projects of similar scope to demonstrate Bidder's ability to complete the work in this ITB.

Form K - Contractor/Vendor References (1 page)

This form is used in conjunction with Form L. It must be completed in its entirety and included in the submitted bid.

Form L - Reference Survey (1 page)

Provide this form to a minimum of three of the four references listed on Form K. The references will need to return these forms to the buyer listed on the form. ***This form will not be turned in with the bid package. However, the apparent responsible/responsive low bidder at the time of the bid announcement will be asked to have 3 of the references from Form K submit this form to the buyer before a Notice of Bid Action.*** A contract cannot be completed until three of the surveys are returned.

Instructions for Form L

1. Complete "Section 1" prior to providing form L to references. This is the reference's information not the bidder's information.
2. In the "Subject" block enter the name of the project the bidder completed for that reference.
3. Section 2 is the name of the bidder.
4. The reference should complete Section 3 and return directly to the Village of Indiantown.
5. Form should not be returned by bidder. A minimum of 3 reference responses must be returned. Failure to obtain reference surveys may make your company non-responsive.
6. Section 4 is for the reference to print and sign name.

Form M - Insurance Documentation (2 pages)

Form N - E-Verify Registration (1 page)

Form O - Safety and Environmental Statement (1 page)

Form P- Litigation Statement (1 page)

Village of Indiantown Bid Form

Company Name: _____
 Date Submitted _____ Bid Opening Date: _____
 PROJECT IDENTIFICATION: BID# _____
 BID NAME: _____
 COMPANY NAME: _____
 NAME & TITLE: _____
 (TYPED OR PRINTED) _____
 BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE
 ADDRESS: _____ SAME AS PHYSICAL _____

Address must match Sunbiz _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that: Bidder has examined copies of all the ITB Documents and of the following addenda:

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

Village of Indiantown, Indiantown, Florida

In the event of an emergency, Vendor will provide priority service for the Village of Indiantown.

CONTINUITY OF OPERATION DURING EMERGENCY? YES _____ NO _____

The undersigned, as Bidder, hereby declares that no person or other persons other than the undersigned are interested in this Invitation To Bid as Principal, and that this bid is made without collusion with others; and that we have carefully read and examined the specifications and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications for said service for the prices as listed on the previous pages.

Tax Payer Identification Number: _____

(1) Employer Identification Number -or- (2) Social Security Number:

****The Village of Indiantown collects your social security number for tax reporting purposes****

ALL BIDS MUST BE SIGNED AND EXECUTED BY A CORPORATE AUTHORITY

Where Bidder is a Corporation, add: _____ Authorized Bidder: _____

Company Name: (Name printed or typed) _____

Bidder: (Name printed or typed) _____

(Seal)

 Authorized Signature of Bidder Title

Attest: _____

 Secretary

Please submit a copy of your registration certificate establishing your firm as authorized to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. Please refer to website: www.sunbiz.org.

Company Submitting Bid: _____

ITB-100-2024SM (CBDG CONTRACT # 22DB-OP-10-53-02-N05) REPAVING OF SW SEMINOLE DRIVE AND IMPROVEMENTS TO THE MAGNOLIA STREET LIFT STATION

The successful bidder shall be responsible for furnishing and delivering to the Village of Indiantown requesting Department commodity, services, or construction services as specified in the Scope of Work as per specifications. There may be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the Village and the vendor at the time of the extension or renewal.

RFB2021-3316 CDBG Neighborhood Revitalization Project					
3/7/2024					
Contractor is to fully understand that the Lump Sum or Unit Price for all items include a sufficient allowance for the completion of all work for this project, including but not limited to, all profit and overhead, incidentals, all labor, supervision, testing (pressure and Start-up), machinery, equipment, tools, materials, dewatering/dewatering permit, (incidental dewatering trenches/temporary ditch), staff gauges, services, utility restraints, bacteriological samples glands, tracer wire, straps, coordination with utility companies, clean-up and other means of construction necessary to complete the described work according to the Village of Indiantown Specification and Standards. Contractor to note watermain connections, restraints, adjustments snf couplings are included in the Bid Items below					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
GENERAL WORK					
1	MOBILIZATION	1	LS	\$ -	\$ -
2	CONSTRUCTION LAYOUT/RECORD DRAWINGS/SURVEY	1	LS	\$ -	\$ -
3	PRE-CONSTRUCTION VIDEO	1	LS	\$ -	\$ -
4	MAINTENANCE OF TRAFFIC	1	LS	\$ -	\$ -
5	NPDES PERMITTING/MONITORING	1	LS	\$ -	\$ -
6	SEDIMENT BARRIER	1500	LF	\$ -	\$ -
7	INLET/MES PROTECTION SYSTEM	14	EA	\$ -	\$ -
8	SOIL TRACKING PROTECTION DEVICE	1	EA	\$ -	\$ -
GENERAL WORK SUBTOTAL					\$ -
ROADWAY					
9	CLEARING/GRUBBING/DEMOLITION	2	AC	\$ -	\$ -
10	REGULAR EXCAVATION	2,000	CY	\$ -	\$ -
11	REMOVE EXISTING CONCRETE DRIVEWAY/SIDEWALK	250	SY	\$ -	\$ -
12	TYPE B STABILIZED SHOULDER (MIN. LBR-40) (12" DEPTH)	600	SY	\$ -	\$ -
13	FULL DEPTH RECLAMATION (FDR) (12" DEPTH)	4,500	SY	\$ -	\$ -
14	CEMENT FOR RECLAMATION (FDR)	50	TON	\$ -	\$ -
15	EMULSION FOR RECLAMATION (FDR)	16,000	GAL	\$ -	\$ -
16	SUPERPAVE ASPHALT SP 9.5 (TRAFFIC LEVEL C) (FDR)	500	TON	\$ -	\$ -
17	18" ADS HDPE PIPE	1,081	LF	\$ -	\$ -
18	TYPE E INLET (CS-1 & DS-1)	2	EA	\$ -	\$ -
19	YARD DRAIN	11	EA	\$ -	\$ -
20	18" MES	1	EA	\$ -	\$ -
21	4" CONCRETE SIDEWALK	35	SY	\$ -	\$ -
22	6" CONCRETE DRIVEWAY/SIDEWALK	370	SY	\$ -	\$ -
23	BRICK PAVER DRIVEWAY REMOVAL, STORAGE AND REINSTALL	230	SY	\$ -	\$ -
24	DETECTABLE WARNINGS/ADA MATS	11	EA	\$ -	\$ -
25	SWALES	890	LF	\$ -	\$ -
26	ASPHALT ROADWAY OPEN CUT PAVEMENT AND REPLACEMENT	325	SY	\$ -	\$ -
27	THERMOPLASTIC 12' WHITE STRIPE	190	LF	\$ -	\$ -
28	THERMOPLASTIC 24" WHITE STRIPE (STOP BAR)	56	LF	\$ -	\$ -
29	THERMOPLASTIC ROUNDABOUT PAVEMENT MARKINGS (EXCLUDING CROSSWALK)	1	LS	\$ -	\$ -

RFB2021-3316					
CDBG Neighborhood Revitalization Project					
3/7/2024					
Contractor is to fully understand that the Lump Sum or Unit Price for all items include a sufficient allowance for the completion of all work for this project, including but not limited to, all profit and overhead, incidentals, all labor, supervision, testing (pressure and Start-up), machinery, equipment, tools, materials, dewatering/dewatering permit, (incidental dewatering trenches/temporary ditch), staff gauges, services, utility restraints, bacteriological samples glands, tracer wire, straps, coordination with utility companies, clean-up and other means of construction necessary to complete the described work according to the Village of Indiantown Specification and Standards. Contractor to note watermain connections, restraints, adjustments snf couplings are included in the Bid Items below					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
GENERAL WORK					
30	PRE-FORMED 24" CROSS-WALK	180	LF	\$ -	\$ -
31	PRE-FORMED 12" CROSS-WALK	255	LF	\$ -	\$ -
32	YIELD AHEAD SIGN	4	EA	\$ -	\$ -
33	SPEED LIMIT & ROUNDABOUT SIGNS	4	EA	\$ -	\$ -
34	CROSSWALK SIGNS	3	EA	\$ -	\$ -
35	PERFORMANCE TURF/SOD	8,100	SY	\$ -	\$ -
36	IRRIGATION ADJUSTMENT/RELOCATION ALLOWANCE	1	ALLOWANCE	\$ 10,000.00	\$ 10,000.00
ROADWAY SUBTOTAL					
UTILITIES					
37	6" WATER MAIN DEFLECTION (North of SW Tiger Tail Ct.)	1	LS	\$ -	\$ -
38	ASBESTOS ABATEMENT/DISPOSAL FEES (for Item 37)	1	LS	\$ -	\$ -
39	GROUT AND ABANDON 6" WATERMAIN	65	LF	\$ -	\$ -
40	6" FM DEFLECTION (20 Feet)	1	EA	\$ -	\$ -
41	SANITARY SEWER LATERAL REPLACEMENT	10	EA	\$ -	\$ -
42	6" WATER MAIN DEFLECTION (Bwtn Roundabout & SW Tiger Tail Ct.)	1	LS	\$ -	\$ -
43	ASBESTOS ABATEMENT/DISPOSAL FEES (for Item 42)	1	LS	\$ -	\$ -
UTILITIES SUBTOTAL					\$ -
MAGNOLIA LIFT STATION					
44	6" EMERGENCY GENERATOR SLAB	1	LS	\$ -	\$ -
45	30 KW DIESEL GENERATOR SET/ AUTOMATIC TRANSFER SWITCH	1	LS	\$ -	\$ -
46	6' LIFT STATION FENCE	1	LS	\$ -	\$ -
MAGNOLIA LIFT STATION SUBTOTAL					\$ -
				BASE BID TOTAL	\$ -

CHECK TOTALS! The County is not responsible for mathematical errors.

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisemen.t Bids received after that time & date will not be considered.

This form must be returned with bid. Bids on any other form will not be accepted.

Company Name _____

Name of Authorized Representative (Print) _____

Street Address _____

Title _____

City, State, Zip _____

E-mail Address _____

Telephone _____

Authorized Signature _____

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

This form must be returned with bid. Bids on any other form will not be accepted.

<hr/>	<hr/>
Company Name	Name of Authorized Representative (Print)
<hr/>	<hr/>
Street Address	Title
<hr/>	<hr/>
City, State, Zip	E-mail Address
<hr/>	<hr/>
Telephone	Authorized Signature

Bidder shall be advised that the Owner is receiving CDBG funding is subject to the requirements of this such Funding. These requirements are detailed in the CDBG Conditions and are included as part of the Contract Documents. These requirements include, but are not limited to, wage rates, the Material Purchases and Reporting requirements.

Bidder shall be responsible to ensure the Bid Proposal is based on the most recent wage rates and is in compliance with Material Purchases and Reporting as applicable to materials supplied for the project.

Bidder acknowledges and accepts all requirements for the CDBG Program.

Bidder/Proposers Name _____

ITB-100-2024SM (CBDG CONTRACT # 22DB-OP-10-53-02-N05) REPAVING OF SW SEMINOLE DRIVE AND IMPROVEMENTS TO THE MAGNOLIA STREET LIFT STATION

STATEMENT OF NO RESPONSE

If you do not intend to submit a bid or proposal on this requirement, please complete and return this form by the bid or proposal opening deadline to the:

Village of Indiantown
15516 SW Osceola St., Suite B
Indiantown, Florida 34956
ATTN: Bonnie Landry
info@bclandry.com

Failure to respond, either by submitting a bid or proposal, or by submitting this "Statement of No Response" form, eliminates your firm for being able to participate in the protest of this bid or proposal in accordance with the Village of Indiantown Procurement Policy.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s).

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid or Request for Proposal
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks:

COMPANY NAME _____
ADDRESS _____
TELEPHONE _____
SIGNATURE/TITLE _____
DATE _____

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME,	FIRST NAME,	MIDDLE NAME	OFFICE POSITION HELD
MAILING ADDRESS			AGENCY
VILLAGE	ZIP	COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, s. 112.313(12), F.S., provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by s. 112.313, F.S.)

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:	Name	Position
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods and/or services to be supplied specifically include:		
b. The realty, goods and/or services will be supplied over the following period of time:		
c. Will the contract be subject to renewal without further competitive bidding? Yes No if so, how often?		
6. Additional Comments:		
7. Signature	Date Signed	Date Filed

FILING INSTRUCTIONS

If you are a state officer or employee required disclosing the information above, please file this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, FORFEITURE OF SALARY, PUBLIC CENSURE AND REPRIMAND, RESTITUTION, OR A CIVIL PENALTY NOT TO EXCEED \$20,000.00

NON-COLLUSIVE AFFIDAVIT
(Prime Contractor/Vendor)

State of _____
County of _____

_____, being first duly sworn, deposes and says that they are _____, the party making the fore-going solicitation (Partner or officer of the firm, etc.) is genuine and not collusive or sham; that said contractor/vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor/vendor or person, to put in a sham solicitation or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the solicitation price of affiant or of any other contractor/vendor, or is fix overhead, profit or cost element of said solicitation price, or of that of any other contractor/vendor, or to secure any advantage against the Village of Indiantown of any person interested in the proposed contract; and that all statements in said solicitation are true.

(Contractor/Vendor, if the Contractor/vendor is an individual; Partner, if the Contractor/vendor is a partnership; Officer, if the Contractor/vendor is a corporation)

(Company Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____, 20____, by _____(name of officer or agent, title of officer or agent) of _____(name of corporation acknowledging), a _____(state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to Village of Indiantown
(Print name of the public entity)
by _____
(Print individual's name and title)
for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime:
or:
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (Please indicate which statement applies.)

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

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

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
(Name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20____.

(NOTARY PUBLIC)
My Commission Expires: _____

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form or submit your own variation.

	Your Company Name					
.	Type of Incident	Place an X in the appropriate block.	Alleged Negligence		Breach of Contract	
.	Date of Incident					
.	Who Took Action Against Your Company? (Include name, state, and Village)					
.	What was the initial circumstance for this action?					
.	What was the final outcome of this action?					

Make as many copies of this sheet as necessary in order to provide a 10-year history of the requested information. Provide this sheet to your primary partners that are listed in your proposal. If there is no action pending or action taken in the last 10 years, write 'NONE' on the page and return it with the company name completed.

Page Number: _____ of _____

Update the page number to reflect the current page and the total number of pages. If you must use a separate sheet to continue an explanation, please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CONTRACTOR VENDOR NAME

AUTHORIZED SIGNATURE

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Name: _____

Respondent's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN: _____

Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies that are on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or are engaged in a boycott of Israel; or for goods or services over \$1,000,000 with companies that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, pursuant to s. 215.473, F.S., or are engaged in business operations in Cuba or Syria.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not considered a scrutinized company as described above pursuant to s. 215.473, F.S. I understand that pursuant to s. 287.135, F.S., the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

who is authorized to sign on behalf of the above reference company.

Authorized Signature: _____

Print Name and Title: _____

MINORITY BUSINESS ENTERPRISE UTILIZATION PLAN

NOTE: THIS FORM MUST BE SUBMITTED WITH THE BID FORM OR ITS SUBMISSION

Provide a copy of the State of Florida certification for each subcontractor listed certified in accordance with Section 287.0943 or 287.0943(1), Florida Statutes.

Minority Subcontractor Full Name and Address

Description of Work/Services/Goods

Allocation of Cost/ Percent of Value

[illegible]

For this submission, please provide:

_____ TOTAL Allocation of Contract Cost _____
 _____ OR TOTAL PRECENT of Contact Value _____
 (Please print or type all information)

Signature _____

Company Name

QUALIFICATION OF BIDDERS

1. To demonstrate qualifications to perform the work, each Bidder must be prepared to submit, within 5 days of Owner's request, written evidence, such as financial data, previous experience, present commitments, and other such data as may be necessary to prove to the satisfaction of the Owner that the Bidder is qualified by experience to do the work and is prepared to complete the work within the stated time period.
2. Bidder must have and demonstrate at least five years' experience in the construction of similar projects of this size and larger.
3. Bidder must have successfully constructed, as prime CONTRACTOR, at least three projects similar in scope to this project.
4. Bidder must have good recommendations from at least three municipalities where projects are similar to this ITB. References shall be provided by the Bidder in the Contractor/Vendor References form.
5. The Bidder's superintendent and assistants must be qualified and experienced in similar projects in all categories.
6. Bidder must be able to provide evidence of authority to conduct business in the jurisdiction in which the project is located.
7. Bidder must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Contractor is responsible for obtaining proof of E-Verify registration for all subcontractors. This requirement applies to any provider of services or goods.

Contractor/Vendor References

Name of Company Submitting Bid:

REFERENCES

Contact Person & Title _____

Email Address: _____ Phone No.: _____

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Name of Project: _____

Contact Person & Title _____

Email Address: _____ Phone No.: _____

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Name of Project: _____

Contact Person & Title _____

Email Address: _____ Phone No.: _____

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Name of Project: _____

Vendor must provide Form L, Reference Survey, to a minimum of three of the references listed above. Three of the surveys must be returned to the Village Clerk before a contract can be completed. Failure to obtain reference surveys may make your company non-responsive.

VILLAGE OF INDIANTOWN PURCHASING DIVISION - ITB REFERENCE SURVEY

FROM:			TO:		
COMPANY:			DATE:		
PHONE#:			TOTAL# PAGES:		
FAX#:			PHONE#:		FAX#:
EMAIL:			EMAIL: info@bclandry.com		
SUBJECT:	Reference for work completed regarding (_____ Project):				
Additional Details:					
You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of Village of Indiantown Project: Repaving of SW Seminole Drive and Improvements to the Magnolia Street Lift Station.					
Section 2 Company you are providing a reference for:					
Section 3					"YES" OR "NO"
Indicate:					
1. Was the scope of work performed similar in nature?					
2. Did this company have the proper resources and personnel by which to get the job done?					
3. Were any problems encountered with the company's work performance?					
4. Were any change orders or contract amendments issued, other than owner initiated?					
5. Was the job completed on time?					
6. Was the job completed within budget?					
7. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10 (10 being highest)					
8. If the opportunity were to present itself, would you rehire this company?					
9. Please provide any additional comments pertinent to this company and the work performed for you:					
PLEASE COMPLETE AND RETURN TO THE ATTENTION OF: Bonnie Landry EMAIL: info@bclandry.com					
Section 4					Please do not submit Village of Indiantown Employees as references.
Reference Print Name					
Reference Signature:					

INSURANCE DOCUMENTATION

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category. Village of Indiantown, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Village of Indiantown, for Automobile and General Liability policies of insurance. The certificate holder must be Village of Indiantown, a political subdivision of the State of Florida, 15516 SW Osceola St, Suite B, Indiantown, FL 34956. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of Village of Indiantown. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

Each Certificate of Insurance must list the Certificate Holder as:

Village of Indiantown, a political subdivision of the State of Florida.

Certificates of Insurance for policies requiring additional insured status and/or the waiver of subrogation must include notations that these requirements apply. In addition, the Vendor shall supply to the Village copies of the endorsements to verify these requirements.

The Vendor must provide, or cause to be provided, the Village with 30 days' prior written notice regarding the cancellation, suspension, or non-renewal of or material change to any policy.

All Certificates of Insurance must be submitted on ACORD 25 forms.

The Vendor must submit updated Certificates of Insurance to the Village upon the expiration of or material change to any policy.

INSURANCE DOCUMENTATION (CONT.)

(Submittal Page)

By signing below, the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in this Bid.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (General policy)
- Village of Indiantown will be named as an additional insured for automobile liability and general liability
- The General Liability and Workers Compensation policy will contain waiver of subrogation in favor of Village of Indiantown

Company Name: _____

Bidder Signature: _____

E-VERIFY REGISTRATION

In accordance with Section 448.095, Florida Statutes, the Awardee agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the award/contract for the services specified in the award/contract.

The Awardee/Contractor must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during award/contract term. If Awardee/Contractor enters into a contract with subcontractor, the subcontractor must provide the Awardee/Contractor with affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awardee/Contractor shall maintain a copy of such affidavit for the duration of the award/contract.

If the Village has a good faith belief that the Awardee/Contractor has knowingly violated Section 448.09(01), Florida Statutes, the Village shall terminate the Contract with the Awardee/Contractor, and the contractor may not be awarded a contract with the Village for at least 1 year after the date on which the award/contract was terminated. The Awardee/Contractor is liable for any additional costs incurred by the Village as result of termination of the award/contract. If the Village has a good faith belief that a subcontractor knowingly violated the law, but the Awardee/Contractor has otherwise complied with the law, the Village shall promptly notify the Awardee/Contractor and order the Awardee/Contractor to immediately terminate the award/contract with the subcontractor.

Authorized Signature: _____

Print Name and Title: _____

Date: _____

SAFETY AND ENVIROMENTAL STATEMENT

Please check one:

☐

The undersigned bidder has had no safety and/or environmental citations/violations issued.

or

☐

The undersigned bidder, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of safety and/or environmental citations/violations issued against such entities.

With my signature, I am stating that I am authorized to sign on behalf of the bidder, and that failure to check the appropriate blocks above may result in disqualification of this bid. Likewise, failure to provide a summary of safety and/or environmental citations/violations, may result in disqualification of this bid.

COMPANY NAME: _____

AUTHORIZED SIGNATURE NAME (PRINT OR TYPE)_____
TITLE_____
SIGNATURE_____
DATE

LITIGATION STATEMENT**Please check one:**

- ☐ The undersigned bidder has had no litigation and/or judgements entered against it by any local, state or federal entity and has had no litigation and/or judgements entered against such entities during the past 5 years.

OR

- ☐ The undersigned bidder, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation and/or judgements entered by or against any local, state or federal entity by any state or federal court during the past 5 years.

With my signature, I am stating that I am authorized to sign on behalf of the bidder, and that failure to check the appropriate box above may result in disqualification of this bid. Likewise, failure to provide documentation of possible conflict of interest, or a summary of past litigation and/or judgements, may result in disqualification of this bid.

COMPANY NAME: _____

PRINT NAME (FIRST AND LAST)

TITLE

AUTHORIZED SIGNATURE

DATE

PART 2 - FORMS - CONSTRUCTION FORMS

These forms are required for construction projects. They are required to be submitted with the bid package.

A – Bid Bond (2 pages)

Required for all construction projects over \$150,000.00.

B – Performance and Payment Bond (2 pages)-Post Bid Form.

Required for all construction projects over \$150,000.00. This form only needs to be submitted after award of the bid by the awarded contractor/vendor prior to notice to proceed.

C – Subcontractors List (1 page)

Required for all construction projects. Please ensure that this form is completed in all columns. If a subcontractor qualifies as an MBE Contractor, you must attach the current MBE Certification Certificate.

D – Trench Safety (1 page)

Contractor Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990.

ALL BIDS MUST BE SIGNED AND EXECUTED BY A CORPORATE AUTHORITY.

STATE OF FLORIDA
COUNTY OF MARTIN

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as a Corporation chartered and existing under the laws of the State of _____, with its principal offices in the VILLAGE of _____, and firmly bound unto the Sponsor in the full and just sum of _____ Dollars (\$_____) good and lawful money of the United States of America, to be paid upon demand by Sponsor, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, joint and severally and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the attached Solicitation, dated _____, 20__, for a Contract entitled:

ITB-100-2024SM (CBDG CONTRACT # 22DB-OP-10-53-02-N05) REPAVING OF SW SEMINOLE DRIVE AND IMPROVEMENTS TO THE MAGNOLIA STREET LIFT STATION

NOW, THEREFORE, if the Principal shall withdraw said Solicitation prior to the date of opening same, or shall within ten (10) days after the prescribed forms are presented to him for signature enter into a written Contract with Village of Indiantown, Florida, in accordance with the Solicitation as accepted, and give a Performance and 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 the prompt payment of all person furnishing labor or materials in connection therewith; or, in the event of failure to enter into such Contract and give such Bond within the time specified, if the principal shall pay the Village of Indiantown the difference between the amount specified in said Solicitation and the amount for which the Village of Indiantown may procure the required work and/or supplies, provided the latter amount to be in excess of the amount specified in said Solicitation, then the above obligations shall be void; otherwise, to remain in full force and effect.

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

IN THE PRESENCE OF:

_____(SEAL)
Individual Principal

Address

Business Address

_____(SEAL)
Corporate Surety

Address

Business Address

(Sign here if a Corporation)

ATTEST:

Individual Principal

By:

As President

(AFFIX CORPORATE SEAL)

Business Address

(AFFIX CORPORATE SEAL)

Corporate Surety

By:

As Authorized Agent

Business Address

PERFORMANCE AND PAYMENT BOND PUBLIC CONSTRUCTION BOND

By this bond, we _____, as Principal and _____ as Surety, are bound to the Village of Indiantown, herein called Owner, in the sum of \$ _____, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally are liable.

THE CONDITION OF THIS BOND IS that is Principal:

1. Performs this contract dated _____, 20__, between Principal and Owner the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract, and;
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1) Florida Statutes, supplying Principal and labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract, and;
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contract, and;
4. Performs the guarantee of work and materials furnished under this contract for the time specified in the contract, then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes do not affect Surety's obligation under this bond.

[THIS SECTION IS LEFT INTENTIONALLY BLANK. SIGNATURES ON FOLLOWING PAGE]

_____ Dated this ____ day of _____, 20__

Principal

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____, 20__, by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

_____ Dated this ____ day of _____, 20__

Surety By:

Attorney-in-fact for Surety

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____, 20__, by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

Contractor/vendor is required to execute and deliver the original copy of this bond to the Village of Indiantown.

SUBCONTRACTORS LIST

Subcontractor Name	Area Of Work	Point Of Contact or Project Supervisor	Phone Number and Email	Qualified MBE Yes/No	Amount or Percentage of Total Bid

Please include subcontractors name, area of work (i.e. mechanical, electrical, etc..) and a **valid** phone number and email. Also include the dollar value or percentage that the subcontractor will be performing. If subcontractors qualify as MBE contractors, please attach a current certificate.

TRENCH SAFETY

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

	Trench Safety Measure (Description)	Unit of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

TOTAL \$ _____

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

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

Signature

Company Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____, 20____, by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

PART 3 - POST BID FORMS SUMMARY

These are forms that will be required **after** the bid is awarded. These forms are included for information purposes and for submittal if your company is awarded the solicitation.

Form A - Contract Agreement (2 pages) (Construction Only)

This is the agreement form that will be used once a project is awarded. The contractor/vendors proposals, the original bid specification, including addenda, and scope of work, and any special provision will be included as part of this agreement.

Form B - Certification for Disbursement of Previous Partial Payments (1 page) (Construction Only)

Self-explanatory. Required Form.

Form C - Certification for Payment to Minority Business Enterprise (2 pages) (Construction Only)

Self-explanatory. Required Form.

Form D – Contractor's Final Affidavit and Release of Lien (2 pages) (Construction Only)

Contractor represents that all work to be performed under the aforesaid Contract has been fully completed and that all persons and firms who furnished material, labor, and/or services incident to the completion of said work have been paid in full. Exception must be included and the amount due to the subcontractor or supplier.

Form E – Bid Withdrawal Request (1 page)

Self-explanatory. Required Form.

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by
and between the Village of Indiantown herein called the "owner" through its Mayor, and

STRIKE OUT (a corporation) (a partnership) (an individual)
IN APPLICABLE
TERMS

doing business as _____
of _____, Village of _____,
and State of Florida, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

- Roadway and drainage improvements for ±1,250 LF of 22' roadway along SW Seminole Drive from SW Yalaha Street south to SW Osceola Street;
- The installation of a fixed emergency generator including concrete slab, fencing, and electrical work the Magnolia Street Lift Station located in the Booker Park Community

hereinafter called the project, for the sum of \$ _____ and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at the CONTRACTORS' own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, General Conditions, Supplemental General Conditions and Special Conditions of the Contract; the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof; the specifications and contract documents therefore as prepared by CAPTEC Engineering, Inc. herein entitled the Architect/Engineer; and as numbered in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on a date to be specified in written "Notice to Proceed" of the Owner and to be substantially complete within **150** consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of **Five Hundred Dollars and 00/100 Dollars (\$500)** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 14.04 of the General Conditions for not meeting substantial completion.

The Contractor shall meet final completion of the project **30** days after substantial completion is granted. The Contractor agrees to pay, as liquidated damages, the sum of **One Hundred and Fifty Dollars (\$150)** for each consecutive day beyond final completion.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 14.02, "Progress Payments," of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)

ATTEST:

(Owner)

(Secretary) By _____

(Witness) (Title)

(Seal)

(Contractor)

(Secretary) By _____

(Witness)

(Title)

(Address and Zip Code)

Note: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

**CERTIFICATION FOR DISBURSEMENT OF PREVIOUS PARTIAL PAYMENTS TO
SUB-CONTRACTORS**

Date: _____

To Release Monthly Payment for _____, Prime Contractor for **ITB-100-2024SM (CBDG CONTRACT # 22DB-OP-10-53-02-N05) REPAVING OF SW SEMINOLE DRIVE AND IMPROVEMENTS TO THE MAGNOLIA STREET LIFT STATION**, hereby certifies that all Sub-Contractors having an interest in this Contract have received their pro rata share of all previous partial payments made by the Village of Indiantown for all work completed and materials and equipment furnished under the Contract. The term "Sub-Contractor", as used herein, shall also include persons or firms furnishing materials or equipment incorporated into the work or stockpiled in the vicinity of the Project which partial payment has been made by the VILLAGE and work done under equipment-rental agreements.

CONTRACTOR

By: _____

Attested By: _____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____, 20____, by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

Instructions:

1. Submit this Certification to the Project Manager within ten (10) days after receipt of payment.
2. A separate Certification is required for each Contract.
3. To avoid possible delay in payment, certification must be submitted with each request for partial payment after the initial partial payment has been made.
4. In case of a corporation, the certification should be signed by a President or Vice President or if signed by any other individual, the Contractor shall also submit a corporate resolution authorizing that individual to bind the corporation or some other acceptable document certifying that individuals delegated authority.
5. The certification must be attested to by either a notary public or an appropriate corporate officer.

CERTIFICATION FOR PAYMENT TO MINORITY BUSINESS ENTERPRISE

This is to certify that _____
(M.B.E. Contractor /Vendor) received (monthly) or (final) partial payment of \$ _____
on _____, 20____, from Prime Contractor/Vendor for

ITB-100-2024SM (CBDG CONTRACT # 22DB-OP-10-53-02-N05) REPAVING OF SW SEMINOLE DRIVE AND IMPROVEMENTS TO THE MAGNOLIA STREET LIFT STATION

Signed by Official of Prime Contractor/Vendor: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____, 20____, by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

Total Paid to Month \$ _____
Total Pain Previous Month \$ _____
Total Paid to Date \$ _____

Signed by Official of M.B.E. Contractor/Vendor: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____, 20____, by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

Form C – Certification of Payment

Page 2 of 2

Due: By the 10th of each month after M.B.E. starts work whether payment is made or not.

Distribution: Original and 1 copy

Note: M.B.E.'s failure to provide this form to the Prime Contract/Vendor upon receipt of payment is grounds to suspend the M.B.E.'s certification. Non-compliance by the Prime Contractor/Vendor to provide the VILLAGE with this information will be considered as sufficient grounds for the VILLAGE Manager to terminate the contract.

Total of all Progress Payments \$ _____

Retainage Withheld \$ _____

Bond Withheld \$ _____

Amount of Utilization Schedule \$ _____

Overrun (+) \$ _____

(*) Under-run (-) \$ _____

(*) Includes comments explaining all under-runs.

CONTRACTOR’S FINAL AFFIDAVIT AND RELEASE OF LIEN**ITB-100-2024SM (CBDG CONTRACT # 22DB-OP-10-53-02-N05) REPAVING OF SW SEMINOLE DRIVE AND IMPROVEMENTS TO THE MAGNOLIA STREET LIFT STATION**

STATE OF _____
COUNTY OF _____

BEFORE ME the undersigned authority personally appeared _____ who after being by me first sworn, deposes and says that:

1. He/she is _____ of _____
(Title of Officer) (Contractor /Vendor Name)
doing business in the State of Florida, hereinafter called Contractor.
2. Contractor pursuant to Contract dated _____, 20____, hereinafter refereed to as Contract, with the Village of Indiantown, Florida, hereinafter referred to as VILLAGE, has heretofore furnished or caused to be furnished labor, material and services for the construction of certain improvements as more particularly set forth in said Contract.
3. Contractor represents that all work to be performed under the aforesaid Contract has been fully completed and that all persons and firms who furnished material, labor, and/or services incident to the completion of said work have been paid in full except to the following:

NAME

ADDRESS

AMOUNT DUE

(Write “None” if all persons and firms have been paid in full)

4. The undersigned affiant for and in consideration of final payment to them in the amount of \$ _____, and all other previous payments paid by VILLAGE to Contractor, does hereby for and in behalf of the Contractor, waive, release, remise and relinquish the Contractor’s right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises owned by VILLAGE on which improvements have been completed in connection with the aforementioned Contract.
5. The affiant herein does hereby represent that he/she has authority to execute a full and final Release of Lien for and on behalf of the Contractor as set forth above.

6. The affiant herein makes this Affidavit and Release of Lien for the express purpose of inducing VILLAGE to make final disbursement and payment to the Contractor in the amount of \$ _____.
7. This Affidavit and Release of Lien is made by affiant with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to VILLAGE under said applicable laws, affiant expressly agrees to indemnify and save VILLAGE harmless from any and all actual costs and expenses, including reasonable attorney’s fees, arising out of claims by laborers, subcontractors or material men who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the work performed under the aforementioned Contract.

(Corporate Seal)

Name of Corporation

ATTEST:

By: _____

Title: _____STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____, 20____, by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public_____
Name typed, printed or stamped

My Commission Expires: _____

BID FORM WITHDRAWAL REQUEST

Date: _____

Bid Number and Title: **ITB-100-2024SM (CBDG CONTRACT # 22DB-OP-10-53-02-N05)
REPAVING OF SW SEMINOLE DRIVE AND IMPROVEMENTS TO THE MAGNOLIA
STREET LIFT STATION**

I, _____, an Authorized Signer for
Print Authorized Signer's Name Here

Print Contract/Vendor's Name Here

wish to withdraw my paper bid on the project listed above. Upon withdrawal I authorize
my representative _____ to take possession of our bid.
Type Name of Authorized Representative

Attached is a copy of proper identification (government issued identification) for the
purpose of claiming the bid. I understand that if no one is present to take possession of
the withdrawn bid, the bid will be disposed of in a proper manner, by the VILLAGE,
twenty-four (24) hours after the bid opening date and time.

Authorized Signature

PART 4 - REGISTRATION/CHECKLIST

A - Sunbiz.com Registration

B - Contractor/Vendor Checklist

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number 655555
FEI/EIN Number 5111111111
Date Filed 09/22/1980
State FL
Status ACTIVE
Last Event AMENDED AND RESTATED ARTICLES
Event Date Filed 07/25/2006
Event Effective Date NONE

Principal Address

555 N Main Street
Your Town, USA 99999
Changed 02/11/2012

Mailing Address

555 N Main Street
MYour Town, USA 99999
Changed 02/11/2012

My Registered Agent
111 Registration Road
Registration, USA 99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail

Title P

President, First
555 AVENUE
Anytown, USA 99999

Title V

President, Second
555 AVENUE
Anytown, USA 99999

B – Contractor/Vendor Checklist

Page 1 of 1

Below is a checklist to help you remember everything your company needs to complete this bid. This checklist is only a guide. The contractor/vendor is still responsible for meeting any requirements that may be omitted on this list, whether by accident or design. All items on this list **may not** be applicable.

QUESTIONS	CHECK MARK- CONFIRMATION
Has the bid been completely filled out <i>on</i> the bid form?	<input type="checkbox"/>
Has the unit price been filled in?	<input type="checkbox"/>
Has the extension been calculated?	<input type="checkbox"/>
Has the delivery date, time, and address been noted?	<input type="checkbox"/>
Have you provided warranty information?	<input type="checkbox"/>
If product, commodity, or equipment deviates from the specifications or Design Guide, have you listed the deviations? (must be an approve alternate)	<input type="checkbox"/>
If descriptive literature has been requested, has it been attached to the bid	<input type="checkbox"/>
Has the bid been signed?	<input type="checkbox"/>
Has the bid been submitted on Demandstar?	<input type="checkbox"/>
Have you completed the requested identification data on the front of the bid form page of the bid document?	<input type="checkbox"/>
Has Conflict of Interest document been completed?	<input type="checkbox"/>
Bid form	<input type="checkbox"/>
Local preference form	<input type="checkbox"/>
Non collusive affidavit	<input type="checkbox"/>
Part I Form C- competitive bid	<input type="checkbox"/>
Copy: related MBE State Certified Businesses	<input type="checkbox"/>
References: contacts & summary commentary	<input type="checkbox"/>
Confirmation of providing special documentation requested specific to project	<input type="checkbox"/>
Confirmation of drug free policy	<input type="checkbox"/>
Confirmation of one original and two copies of bid submittal	<input type="checkbox"/>
Bid bond	<input type="checkbox"/>
Sworn statement public entity crimes	<input type="checkbox"/>
Minority business utilization plan	<input type="checkbox"/>
Trench safety form	<input type="checkbox"/>
Subcontractors listing	<input type="checkbox"/>
Copy: company state registration certificate authorized to do business in Florida (Sunbiz.com)	<input type="checkbox"/>
Confirmation of receipt of all addenda and related construction plans, as applies	<input type="checkbox"/>
Disclosure of confidential & proprietary information not subject to public disclosure and specific reference to state statute authorizing said exemption	<input type="checkbox"/>
Confirmation of number of full-time employees at time of bid submission	<input type="checkbox"/>
Have all areas of the bid form and related documents been signed off by an authorized agent of the company and/ or witnessed/ notarized where applicable?	<input type="checkbox"/>

PART 5 - CDBG REQUIREMENTS SUMMARY

A – Plan Format

B – Table A Subcontracts Breakdown

C – Table B Project Workforce Breakdown

D – Equal Employment Opportunity (Subcontractor)

E – Certification of Section 3/Segregated Facilities (Subcontractor)

F – Contractor Certification on Labor/Wages

G – Subcontractor Certification on Labor/Wages

H – Wage Decision

I – MBE/WBE List

J – CDBG Supplemental Conditions

PLAN FORMAT

_____ “CONTRACTOR” agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Village of Indiantown.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the Village the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, HomeVillage Plan or the U. S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- *D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- *E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- * Loans, grants, contracts, and subsidies for less than \$10,000 will be exempt.
- J. To list on Table A, information related to subcontracts to be awarded.

- K. To list on table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of _____
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

C – Table B Project Workforce Breakdown

**TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN**

COLUMN 1 Job Category	COLUMN 2 Total Estimated Positions	COLUMN 3 # Positions Currently Occupied By Permanent Employees	COLUMN 4 # Positions Not Currently Occupied	COLUMN 5 # Positions To Be Filled With L.I.P.A.R.*
Officers Supervisors				
Professionals				
Technicians				
Housing/Sales Rental/Mgmt				
Office Clerical				
Service Workers				
Others				

TRADES:

Journeyman				
Helpers				
Apprentices				
Maximum # Trainees				
Others				

Totals				
---------------	--	--	--	--

*Lower Income Project Areas Residents:
Individuals residing within the Village of Indiantown whose family income does not exceed 80% of the median income in the State.

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF CONTRACTOR

PROJECT NUMBER

INSTRUCTIONS

This certification is required pursuant to executive Order 11246 (30 F. R.12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clauses; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTORS CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include Zip Code)

1. Bidder has participated in previous contract subject to the Equal Opportunity Clause.Yes ☐ No ☐

2. Compliance reports were required to be filed in connection with such contract or subcontractor.Yes ☐ No ☐

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.Yes ☐ No ☐

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?Yes ☐ No ☐

NAME AND TITLE OR SIGNER (Please type):

SIGNATURE

DATE

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

NAME OF SUB CONTRACTOR

PROJECT NAME & NUMBER

The undersigned hereby certifies that

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

NAME & TITLE OF Signer (Print or Type):

Signature

Date

**CONTRACTOR CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

To: _____ DATE: _____

**ITB-100-2024SM (CBDG CONTRACT # 22DB-OP-10-53-02-N05) REPAVING OF SW
SEMINOLE DRIVE AND IMPROVEMENTS TO THE MAGNOLIA STREET LIFT STATION**

1. The undersigned, having executed a contract with _____

_____ (or the construction of the above identified
project), acknowledges that

- (a) The Labor Standards provisions are included in the aforesaid contract:
- (b) Correction of any infractions of the aforesaid conditions, including infractions by
any of his subcontractors and any lower tier subcontractors, is his responsibility:

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial
interest is designated as an ineligible contractor by the Comptroller General of
the United States pursuant to Section 5.6(b) of the Regulations of the Secretary
of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon
Act, as amended (40 U. S. C. 276a-2(a))
- (b) No part of the aforementioned contract has been or will be subcontracted to any
subcontractor if such subcontractor or any firm, corporation, partnership or
association in which such subcontractor has a substantial interest is designated
as an ineligible contractor pursuant to any of the aforementioned regulatory or
statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after
the execution of any subcontract, including those executed by his subcontractors and
any lower tier subcontractors, a Subcontractor's Certification Concerning Labor
Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

- (a) The legal name and the business address of the undersigned are:
- (b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN
THE STATE OF

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (if name, so state)

NAME	TITLE	NATURE OF INTEREST

(e) The names, addresses and trade classification of all other building construction contractors in which the undersigned has a substantial interest are: (if name, so state)

NAME	TITLE	NATURE OF INTEREST

_____ Date _____
(Contractor)

WARNING

U.S. Criminal Code Section 1010, Title 18, U.S.C., provides in part: "Whoever,...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

**SUBCONTRACTOR CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

To: _____ Date: _____

**ITB-100-2024SM (CBDG CONTRACT # 22DB-OP-10-53-02-N05) REPAVING OF SW
SEMINOLE DRIVE AND IMPROVEMENTS TO THE MAGNOLIA STREET LIFT STATION**

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_____(or the construction of the above identified
project), acknowledges that

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- (b) Correction of any infractions of the aforesaid conditions, including infractions by
any of his subcontractors and any lower tier subcontractors, is his responsibility:

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interest is designated as an ineligible contractor by the Comptroller General of
the United States pursuant to Section 5.6(b) of the Regulations of the Secretary
of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon
Act, as amended (40 U. S. C. 276a-2(a))
- (b) No part of the aforementioned contract has been or will be subcontracted to any
subcontractor if such subcontractor or any firm, corporation, partnership or
association in which such subcontractor has a substantial interest is designated
as an ineligible contractor pursuant to any of the aforementioned regulatory or
statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after
the execution of any subcontract, including those executed by his subcontractors and
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Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

- (a) The legal name and the business address of the undersigned are:
- (b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN
THE STATE OF

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (if name, so state)

NAME	TITLE	NATURE OF INTEREST

(e) The names, addresses and trade classification of all other building construction contractors in which the undersigned has a substantial interest are: (if name, so state)

NAME	TITLE	NATURE OF INTEREST

_____ Date _____
(Contractor)

WARNING

U.S. Criminal Code Section 1010, Title 18, U.S.C., provides in part: "Whoever,...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

**INSERT CURRENT WAGE DECISION
HERE**

**“WAGE DECISION MUST BE
OBTAINED FROM DEO”**

**PLEASE CONTACT GRANT
ADMINISTRATOR TO ORDER WAGE
DECISION**

**INSERT CURRENT MBE/WBE LIST
HERE**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

1. Termination (Cause and Convenience)
2. Access to Records
3. Retention of Records
4. Remedies
5. Environmental Compliance (Clean Air Act and Clean Water Act)
6. Energy Efficiency
7. Special Equal Opportunity Provisions
8. Conflict of Interest
9. Utilization of Minority and Women's Businesses
10. Federal Labor Standards Provisions (Davis-Bacon, Copeland, and Contract Work Hours Act)
11. Guidance to Contractor for Compliance with Labor Standards Provisions
12. E-Verify

1. **Termination (Cause and Convenience)**

- A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
 - (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in l(a) above.
- C. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but
 - (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and
 - (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- D. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

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- E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

2. Access to Records

The local government, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

3. Retention of Records

The contractor shall retain all records relating to this contract for six years after the local government makes final payment and all other pending matters are closed.

4. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

5. Environmental Compliance

If this contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 CFR Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

6. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

7. Special Equal Opportunity Provisions**A. Activities and Contracts Not Subject to Executive Order 11246, as Amended**

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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- (2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246, as Amended (through 2014), Section 202 Equal Opportunity Clause (Applicable to contracts/subcontracts above \$10,000)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information."
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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- (8) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(C) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)

- (a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female participation: 6.9% (statewide)

Minority participation (See Appendix at CDBG-25 for goals for each county)

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- (d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is the county in which the contract work is being undertaken.

(D) 41 CFR 60-4.3. Equal Opportunity Clauses

- (a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

1. As used in these specifications:
 - A. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - B. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - C. “Employer identification number” means the Federal Social Security number used on the Employer’s quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - D. “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor’s or subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.

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4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7.A. through P. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
 - (d) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

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- (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7.(b) above.
- (f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- (n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

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8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7.(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.(a) through (p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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E. Certification of Non-Segregated Facilities (Contracts over \$10,000)

The contractor does not maintain or provide for its employees any segregated facilities at any of its establishments, and does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, “segregated facilities” mean any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods) .

F. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

G. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

H. “Section 3” Compliance in the Provision of Training, Employment and Business Opportunities

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

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- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

I. Section 503 Handicapped (Contracts \$2,500 or more)

- (1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

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- (5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

J. Age Discrimination in Employment Act of 1967, as Amended

It shall be unlawful for an employer-

- (1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age;
- (2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age; or
- (3) to reduce the wage rate of any employee in order to comply with this chapter.

K. Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA)

- (1) Under Title II of the Genetic Information Nondiscrimination Act, it is illegal to discriminate against employees or applicants because of genetic information. Employers are prohibited from using genetic information in making employment decisions. GINA restricts employers and other entities covered by Title II (employment agencies, labor organizations and joint labor-management training and apprenticeship programs - referred to as "covered entities") from requesting, requiring or purchasing genetic information, and strictly limits the disclosure of genetic information.

The law forbids discrimination on the basis of genetic information when it comes to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment.

- (2) "Genetic information" includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about the manifestation of a disease or disorder in an individual's family members (i.e. family medical history). Family medical history is included in the definition of genetic information because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future.

8. Conflict of Interest of Officers or Employees of the Local Jurisdiction, Members of the Local Governing Body, or Other Public Officials

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

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9. Utilization of Minority and Women Firms (M/WBE)

The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services, Office of Supplier Diversity,
- Florida Department of Transportation (construction services, particularly highway),
- Minority Business Development Center in most major cities, and
- Local government M/WBE programs in many large counties and cities.

A firm recognized as an M/WBE by any of the above agencies is acceptable for the CDBG program.

10. Federal Labor Standards Provisions

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act) The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- A. (1) (a) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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- (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
 - (iii) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that the additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
 - (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(ii) or (iii) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (d) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD, or its designee may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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- (3) (a) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).
- (b) (i) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owners, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).
- (ii) Each payroll submitted shall be accompanied by a “Statement of Compliance”, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph A(3)(b)(ii) of this section.

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- (iv) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (c) The contractor or subcontractor shall make the records required under paragraph A(3)(a) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.
- (4) (a) Apprentices and Trainees.
 - (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - (iii) **Equal Employment Opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) **Compliance with Copeland Act Requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contract shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
- (7) **Contract Termination, Debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.
- (9) **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U. S. Department of Labor (USDOL) set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the USDOL, or the employees or their representatives.
- (10) (a) **Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 USC 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, USC, “Federal Housing Administration transactions”, provides in part “Whoever, for the purpose of ... influencing in any way the action of such Administration ... makes, utters or publishes any statement, knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both.”
- (11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.
- B. Contract Work Hours and Safety Standards Act. As used in the paragraph, the terms “laborers” and “mechanics” include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.
- C. Health and Safety
 - (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

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- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).
- (3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

11. Guidance to Contractor for Compliance with Labor Standards Provisions

A. Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts

- (1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the “Rates” and “Fringe Benefits” (if any) columns of the applicable wage decision.
- (2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the “Rates” and “Fringe Benefits” columns.
- (3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.
- (4) The hourly value of the fringe benefit is calculated by dividing the contractor’s annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and related acts only establish minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses “basic rate of pay” as the base for calculation, not the minimum rates established by the Davis-Bacon and related acts.)

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D. Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

E. Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The USDOL must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

F. Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

G. Sole Proprietorships/Independent Contractors/Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

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If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

H. Apprentices/Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program.**

Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of the journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the “trade” depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a “helper”. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

12. **E-Verify**

Contractors and subcontractors performing work funded by CDBG subgrants are required to enroll in the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees that they hire during the term of their contracts under Executive Order 11-116, signed by the Governor of Florida on May 27, 2011.

- (a) E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. A contractor or subcontractor that has not signed up for E-Verify and executed a memorandum of understanding with the Department of Homeland Security can enroll in the E-Verify system on the Department of Homeland Security’s website listed below:

<http://www.uscis.gov/e-verify/e-verify-enrollment-page>

- (b) Contractors and subcontractors shall enroll in the E-Verify system prior to hiring any new employee after the effective date of their contracts to perform work on CDBG-funded projects. The address for obtaining an Employer Memorandum of Understanding is:

http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify_Native_Documents/MOU_for_E-Verify_Employer.pdf

- (c) The Department of Homeland Security offers tutorials and other assistance at the web address below:

<http://www.uscis.gov/e-verify/you-start>

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Appendix Minority Participation Goals

These are the goals, by county, for meeting the minority participation portion of Section 7-B(2)(b) of the CDBG Supplemental Conditions. These are contractor workforce goals, not goals for subcontracting to minority and women firms. Solicitation of minority and women firms as subcontractors is a separate federal requirement which the contractor must document compliance with.

<u>Tampa-St. Petersburg Area</u>	<u>Percentage</u>
Hillsborough, Pinellas, Pasco	17.9
Charlotte, Citrus, Collier, DeSoto,	17.1
Hardee, Hernando, & Highlands (all seven counties)	
Lee	15.3
Manatee.....	15.9
Polk	18.0
Sarasota.....	10.5

<u>Tallahassee Area</u>	
Leon, Wakulla	24.3
Calhoun, Franklin, Gadsden, Jackson,.....	29.5
Jefferson, Liberty, Madison, & Taylor (all eight counties)	

<u>Pensacola - Panama City Area</u>	
Bay	14.1
Escambia, Santa Rosa	18.3
Gulf, Holmes, Okaloosa,	15.4
Walton, & Washington (all five counties)	

<u>Jacksonville Area</u>	
Alachua	20.6
Baker, Clay, Duval, Nassau, & St. Johns	21.8
Bradford, Columbia, Dixie, Gilchrist.....	22.2
Hamilton, Lafayette, Levy, Marion, Putnam, Suwannee, & Union (all 11 counties)	

<u>Orlando - Daytona Beach Area</u>	<u>Percentage</u>
Volusia	15.7
Brevard	10.7
Orange, Osceola, & Seminole (all three counties).....	15.5
Flagler, Lake, & Sumter (all three counties)	14.9

<u>Miami - Fort Lauderdale Area</u>	
Dade	39.5
Broward	15.5
Palm Beach	22.4
Glades, Hendry, Indian River, Monroe,.....	30.4
Okeechobee, Martin, & St. Lucie (all seven counties)	

**Village of Indiantown
CDBG Neighborhood Revitalization
Technical Specifications**

BID ITEMS:

The governing specifications for this project are the VILLAGE Utility Specifications, Florida Department of Environmental Protection Regulations and the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction Dated 2021 and FDOT Roadway and Traffic Design Standards. The following information is in addition to the specifications previously referenced and shall be considered the governing condition in the case of conflicting information between specifications, unless otherwise determined by the ENGINEER/OWNER'S PROJECT MANAGER.

Item 1

Mobilization:

The work specified in this section 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 and first aid supplies, sanitary and other facilities, as required by these Specifications, the special provisions, and State and local laws and regulations. All costs for bonds, permits and any required insurance, and any other pre-construction expense necessary for the start of the work, as well as the cost of the removal of the above items, shall also be included in this Section. This item also includes any costs related to obtaining an NPDES permit if necessary.

At the pre-construction meeting, the CONTRACTOR shall submit a tentative work schedule as well as a list of subcontractors and emergency contact people and phone numbers.

The basis of payment for **Mobilization** shall be bid as a LUMP SUM and paid proportionately.

Item 2

Construction Layout/Record Drawings/Survey:

The bid price for this item shall include but is not limited to the requirements of Section 100 of the Standard Specifications, as well as all necessary survey work the CONTRACTOR needs to complete the work and prepare four (4) sets of Record Drawings of the completed project showing all variations from the bid plans. This document shall be signed and sealed by a professional surveyor registered to practice in the State of Florida and then submitted to the ENGINEER for approval. The CONTRACTOR shall accurately record the locations and elevations of the pipe work and existing utilities and structures encountered during construction as well as all improvements related to this project.

The basis of payment for **Construction Layout/Record Drawings/Survey** shall be bid as a LUMP SUM and paid proportionately with the contract time.

Item 3

Pre-Construction Video:

The CONTRACTOR shall provide a video log of the project corridor in the pre-construction condition. The video shall log the existing condition of the project limits

both within the Right-of-Way work zone and the private properties which are adjacent to the work area. The video shall be used by both the CONTRACTOR and VILLAGE as a tool for determining the condition of the project area, both public and private, prior to commencement of construction activities.

Item 4

Maintenance of Traffic/Access/Drainage:

The bid price for this item shall include, but not be limited to, the requirements of Section 102 Maintenance of Traffic of the Standard Specifications. The maintenance of traffic for this project shall be in accordance with the applicable FDOT index numbers (600 Series) and these documents: The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, and FHWA. These documents shall be followed in the design, application, installation, maintenance and removal. It shall include, but not be limited to all traffic control devices, warning devices, barriers, temporary reflective markers, temporary pavement markings, dust control, and all other items necessary to protect the public and workmen from hazards within the project limits. CONTRACTOR shall coordinate any type of traffic restrictions with the VILLAGE's Public Works/Utility Department. The CONTRACTOR shall notify the appropriate agencies of any road restrictions at least two (2) weeks prior to actual implementation. The CONTRACTOR shall provide access to driveways at all times. CONTRACTOR shall maintain drainage throughout construction.

At the Pre-Construction Meeting, the CONTRACTOR shall submit a detailed Maintenance of Traffic plan depicting the necessary traffic control devices for the specified detour route. Additionally, the CONTRACTOR shall submit a detailed Maintenance of Traffic plan depicting the necessary traffic control devices for two-way traffic through the work zone.

The basis of payment for **Maintenance of Traffic** shall be bid as a LUMP SUM and paid proportionate with the contract time.

Item 5, 6

Sediment Barrier/NPDES Permitting/Monitoring

The CONTRACTOR shall be required to provide Sediment Barrier (Silt Fence/Turbidity Barrier) in accordance with Section 104 Prevention, Control, and Abatements of Erosion and Water Pollution of the Standard Specifications, and Index 102 of the FDOT Roadway and Traffic Design Standards for this project. The unit cost shall include, but not be limited to the required manpower, equipment, materials, maintenance, and any other items necessary to place the Sediment Barrier as indicated on the plans. All costs for removal of the Sediment Barrier shall also be included in the bid item. The Sediment Barrier includes, but is not limited to, synthetic bales, silt fence, and other similar materials shown in the manual. Refer to the manual for examples of appropriate and inappropriate use of materials. Payment is made per length of material, for each location on the project, regardless of whether the materials are new or relocated. The CONTRACTOR must maintain the sediment barrier, by removing sediment, throughout the installed life of the product. Also included in this item is any maintenance or replacement of the Sediment Barrier for the duration of the project. The CONTRACTOR will be responsible for the periodic replacement of the Sediment Barrier as necessary to meet NPDES discharge requirements at no additional costs to the VILLAGE. The CONTRACTOR is responsible for providing an NPDES Permit (if required) and subsequent reports associated with the permit. No separate payment is made for maintaining the barrier.

The basis of payment for **Sediment Barrier** shall be paid per LINEAR FOOT.
The basis of payment for the **NPDES Permitting/Monitoring** shall be on a Lump Sum basis.

Item 7

Inlet/MES Protection System

Measurement for payment will be for all work accordance with the Contract Documents including protecting, replacing the filter fabric/hay bales when damaged and removing sediments on a constant basis during the project's duration.

Payment will be the cost for each inlet/MES protected or the duration of the construction as full compensation for all work required and as specified on Drawings.

Item 8

Soil Tracking Prevention Device

A soil tracking prevention device (STPD) shall be constructed at location(s) identified in the construction plan/VILLAGE from unstabilized areas of the project to public road where offsite tracking of sediment/debris could occur. The nominal size of a standard STPD unless otherwise approved by the VILLAGE. The CONTRACTOR is required to submit a sketch of the proposed STPD indicating all dimensions, slopes, and materials to be used in the construction of this device. The CONTRACTOR may propose an alternative technique to minimize offsite tracking of sediment. The alternative must be reviewed and approved by the VILLAGE prior to its use. The bid price for this item shall include full compensation for construction, maintenance, replacement of materials, removal and restoration of the area to be utilized by the STPD; including but not limited to excavation, grading, temporary pipe, filter fabric, aggregate, pave turnout (including asphalt and base construction), ditch stabilization, hay bales, hay or straw, silt fence, approach route stabilization, sediment removal and disposal, water, rinsing and cleaning of STPD and cleaning of the public roads, and full restoration to better than before condition.

The basis of payment for the **Soil Tracking Prevention Device** shall be paid by EACH.

Item 9

Clearing/Grubbing/Demolition:

The bid price for this item shall include clearing and grubbing within the areas shown on the plans to be cleared and grubbed. Remove, relocate and dispose of all trees (not designated to remain), stumps, roots and other such protruding objects, buildings, monuments, signs, structures, drainage culverts and associated mitered end sections, appurtenances, existing flexible asphalt pavement, and other facilities necessary to prepare the area for the proposed construction per FDOT Specifications, Section 110. Price and payment will be full compensation for all relocation of trees designated on the plans and clearing and grubbing required per the project plans or as required for the construction of the entire project, including any necessary hauling, furnishing equipment, equipment operation, and areas required for disposal of debris, leveling of terrain, relocation of trees and landscaping work of trimming, etc., as specified herein, except any areas designated to be paid for separately or to be specifically included in the costs of other work under the Contract.

CONTRACTOR shall coordinate any type of clearing or grubbing restrictions with the VILLAGE. Any tree that may be salvaged, not impacted, or removed is encouraged and should be coordinated with the VILLAGE. Native vegetations that are not in the

areas of the proposed construction parameters are to remain undisturbed. All disturbed areas shall be sodded.

The basis of payment for **Clearing/Grubbing/Demolition** shall be paid per ACRE.

Item 10

Regular Excavation

The CONTRACTOR shall provide all excavation required to construct the project in accordance with the requirements of Sections 120 Excavation and Embankment and 125 Excavation for Structures of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials, and any other items necessary to excavate and place embankment to balance out the site, as indicated on the plans. The unit cost consists of excavation utilization or disposal of all material necessary for the construction of the project unless specifically covered under another item. Earthwork and soils management of materials shall be the sole responsibility of the CONTRACTOR.

Excavate materials for clearing and grubbing under Section 110. Compact and dress excavated areas and embankments. Unclassified material displaced by the storm sewer, drainage structure system and utility lines are not included in the earthwork quantities shown on the plans. Excavation of structures shall be in accordance with bid item 110-1-1 Clearing/Grubbing/Demolition, refer to Section 125 of Standard Specifications.

Any excess unsuitable material shall be removed from the site and disposed of by the CONTRACTOR at his expense. The ENGINEER shall make the determination of soil suitability upon request by the CONTRACTOR.

The CONTRACTOR shall maintain all earthwork construction throughout the life of the contract and shall take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. The CONTRACTOR shall repair at their expense, except otherwise provided herein, any slides, washouts, settlements, subsidence, or other mishap, which may occur prior to final acceptance of the work. Maintenance and protection of earthwork construction shall be in accordance with Section 104 of the Standard Specifications.

The construction plans include cross section sheets that indicate the approximate cut and fill calculations generated by a computer model from template information. This information should be used as a guide for determining the quantity of excavation required to complete the project. The quantity of excavation will be determined based on the difference in the cross-section taken by the CONTRACTOR of the site before and after site improvements are completed by the CONTRACTOR.

The basis of payment for **Regular Excavation** shall be paid per CUBIC YARD.

Item 11, 12, 13, 14, 15, 16

ROADWAY PAVEMENT IMPROVEMENTS; FULL DEPTH RECLAMATION (FDR) - The technical specifications provided as part of this section supersede the technical specifications found in the body of this document and pertain specifically to the Full Depth Reclamation portion of the project scope. The CONTRACTOR will be responsible for meeting or exceeding the technical standards established within this section throughout the limits of the FDR project. The VILLAGE does not warrant

the existing roadway's uniformity and as such, the CONTRACTOR shall be responsible for providing the design mixes required to meet the technical standards established by these documents. The CONTRACTOR should review the Geotechnical report provided under Special Condition 11 and provide additional geotechnical investigation as required to provide the necessary design mixes for the project area.

PART I GENERAL

1.1 INTRODUCTION

The FDR method is used to completely reclaim existing damaged asphalt pavement and base materials to provide an economical, long life roadway base course for roads that require major rehabilitation. FDR will prevent future reflective cracking usually associated with weak base materials and can enable profile grade adjustments or facilitate road widening. FDR is distinguished from other rehabilitation techniques (Cold In-Place, Hot In-Place Recycling, etc.) by the fact that the cutting head penetrates completely through the asphalt and underlying base.

1.2 SCOPE OF WORK / DESCRIPTION

CONTRACTOR shall furnish all labor, material, consumables, tools and appropriate equipment necessary to perform all operations for FDR. This work shall consist of the production of an asphalt stabilized base course composed of a pulverized and blended mixture of the existing bituminous concrete pavement, entire existing base course and any supplemental base material that is added for strength, road widening or over recently laid pipe trenches. Stabilization of the base material shall be accomplished by the introduction of an asphalt emulsion to form an asphalt stabilized base course in accordance with these specifications. All materials including the supplemental base material and the asphalt emulsion must conform to the applicable technical specifications as well as Florida Department of Transportation (FOOT) standards.

The CONTRACTOR will provide an appropriate maintenance of traffic (M.O.T.) plan. CONTRACTOR'S proposed M.O.T. plan shall be submitted to the Village of Indiantown (VILLAGE) for review and concurrence a minimum of two (2) weeks prior to implementation of plan. Any proposed M.O.T. plan not conforming to FOOT Standard Index Series 600 shall be signed and sealed by a Professional Engineer licensed in the State of Florida. CONTRACTOR is responsible for submitting detour plan (if required) for review and approval two (2) weeks prior to implementation of said detour. CONTRACTOR must always have onsite one (1) person (at a minimum) certified in Advanced Maintenance of Traffic while MOT is being deployed, in use, and being taken down. Proof of certification required upon request. All costs associated with the maintenance of traffic, including the development of MOT plan(s) and any required detours, shall be included in lump sum "Maintenance of Traffic" bid item.

CONTRACTOR shall also furnish, install, and maintain two (2) Variable Message Boards (V.M.B.) from at least two (2) weeks prior to mobilization through contract completion. VMB' s will alert motorists to upcoming and ongoing construction activities. Actual message(s) on VMB's shall be submitted for review and concurrence by the VILLAGE prior to implementation. Cost of VMB' s shall be included in Lump Sum "Maintenance of Traffic" Bid Item.

1.3 QUALIFICATIONS

Minimum Mandatory Qualifications

The CONTRACTOR shall have a minimum of five (5) years' experience in full-depth reclamation work with city, county or state projects. References shall include projects in the State of Florida during the last five years that involve full-depth reclamation for asphalt stabilized base course.

The CONTRACTOR shall have in their possession or available to them by formal agreement at the time of bidding, one or more reclamation machines as described in Part II, 2.1 of the Specifications and other

equipment and supplies which are necessary to perform the work as outlined herein. Equipment is to be listed on an Equipment List form and included with bid. Form to be provided by the Bidder.

1.4 ESTIMATED QUANTITIES

The estimated quantities listed for the various items on the E-Bid Reply Form shall be used for the purposes of comparing bids only. There is no guarantee that the contract will utilize the entire Bid quantity. Conversely, there is no limit to the actual quantities that may be purchased.

1.5 SAFEGUARDING SURVEY MARKS

The CONTRACTOR shall safeguard all existing property monuments, benchmarks, and other survey marks adjacent to and within the project limits and shall bear the cost of reestablishing them if disturbed or destroyed.

1.6 SUBMITTALS

The CONTRACTOR shall be prepared to submit shop drawings and samples for the proposed equipment and material. CONTRACTOR will be asked to submit asphalt mix design tests that are adequate to select the proper emulsion application rate for each specific project area.

1.7 WARRANTY

CONTRACTOR shall provide a workmanship and performance warranty for a period of one (1) year from the date of completion or final acceptance, whichever is later.

1.8 DELIVERY AND STORAGE

CONTRACTOR shall deliver the equipment and materials in sufficient quantities to ensure rapid and uninterrupted progress of the work. CONTRACTOR will be responsible to provide space for proper storage of materials and equipment and protect materials from weather damage.

PART II MATERIAL AND EQUIPMENT

2.1 EQUIPMENT

The CONTRACTOR shall furnish all equipment and personnel necessary to pulverize, spread, shape, remove excess material, inject asphalt emulsion, mix, grade and compact the processed base material to proper slope and finished grade. The CONTRACTOR shall utilize a reclamation machine, specifically manufactured to accomplish the work, which can effectively break, pulverize, mix and asphalt stabilize the material to be recycled. The equipment to be used must also have the capability of introducing the asphalt emulsion uniformly and at an accurate rate to the recycled materials. The reclamation machine must be equipped with an engine of sufficient horsepower to be capable of pulverizing and mixing the pavement, base materials, and subgrade soil up to a depth of at least fifteen inches (15"). The reclamation machine shall be capable of metering the asphalt emulsion application rate through an automatic injection system and shall be equipped with an asphalt emulsion storage tank of sufficient capacity to ensure an uninterrupted supply of

the proper amount of asphalt emulsion into the base material when processing around corners, cul-de-sacs, dead-end streets, other tight areas or at busy intersections. CONTRACTOR shall have a grader and water truck available to prepare the material before compaction and control dust. CONTRACTOR shall have a trimming machine available to precisely remove material equal to the depth of the new asphalt. Compaction equipment shall be adequate to provide consistent densities of at least 98% of the maximum density per the T-180 modified test in the opinion of the VILLAGE representative.

2.2 MATERIAL

The existing asphalt pavement and base material shall be crushed and blended to a depth equivalent to the full depth of the existing base material. The gradation shall consist of a well-graded mix with 100% passing a 2.5" sieve, no more than 96% passing a 1.5" sieve and less than 8% passing a #200 sieve.

The base material shall be mixed so that the entire mass of material shall be uniform throughout. The CONTRACTOR shall obtain the services of a certified testing laboratory to provide a sufficient number of modified Marshall tests of the pulverized asphalt and base samples taken from each roadway, tested over a range of different emulsion contents in order to determine the proper mix design and emulsion application rate. Samples shall be taken at least every 1,000 LF and at areas of differing existing pavement section or base type. Additional base material may be required to supplement the existing material and shall be either limerock per FOOT Section 911 or graded crushed concrete aggregate. The VILLAGE may elect to contract with an independent laboratory to perform verification testing (VT) of any of the aforementioned specifications. Should VT show that minimum or maximum limits are exceeded, CONTRACTOR will be responsible for reimbursing the VILLAGE for the cost of the test(s) as well as the cost to remove and replace deficient material with material that meets these specifications. The limits of removal will be reviewed by the VILLAGE and concurrence must be obtained prior to replacement by the CONTRACTOR.

The processed asphalt stabilized base material shall meet the following requirements:

Marshall Stability	1,800 minimum
Unit Base Layer Coefficient	0.2 minimum
Residual Asphalt Content	1 to 4%

The CONTRACTOR shall furnish an asphalt emulsion that meets or exceeds the requirements for Grade SS-1 or better and must be approved by the VILLAGE, VILLAGE's CEI Engineer or Design Engineer. A representative from the asphalt emulsion supplier shall be at the job site at the beginning of the project to monitor the characteristics and performance of the asphalt emulsion. Throughout the project, the representative shall monitor the project performance and make adjustments to the asphalt emulsion formulation or mix design as required to maintain compliance with these specifications. Portland cement may be used in addition to asphalt emulsion, if approved by the VILLAGE prior to the start of the project.

2.3 GRADED CRUSHED CONCRETE AGGREGATE BASE

- 1) Description: Construct a base course composed of graded crushed concrete aggregate.
- 2) Material: Use graded crushed concrete aggregate material produced by an approved source, which yields a satisfactory mixture meeting all of the requirements of these specifications.

The CONTRACTOR may purchase the material in two sizes of such gradation that, when properly proportioned and blended (60% fines to 40% coarse), the resultant mixture meets the required specifications. Load the material in the trucks by first placing and spreading the coarse aggregate in the truck and place and spread the fine aggregate on top to promote proper size distribution.

Use graded crushed concrete aggregate material of uniform quality throughout, free from organic matter, trash, shale, clay lumps and balls, and must have a limerock bearing ratio (LBR) value of not less than 100.

<u>Sieve Size</u>	<u>Percent by Weight Passing</u>
1.5 inch [37.5 mm]	95 to 100
0.75 inch [19.0 mm]	65 to 90
0.375 inch [9.5 mm]	45 to 75
No. 4 [4.75 mm]	35 to 60
No. 10 [2.00 mm]	25 to 45
No. 50 [300 um]	5 to 25
No. 200 [75 um]	0 to 10

Graded crushed concrete aggregate may be referred to hereinafter as aggregate. The CONTRACTOR may use aggregate from any approved source, but only from one supplier during any one Contract, unless approved by the VILLAGE.

3) Transporting Aggregate

Transport the aggregate to its point of use, over previously placed base if practicable, and dump it on the end of the preceding spread. Hauling and dumping on the sub grade will be permitted only when, in the VILLAGE's opinion, these operations will not be detrimental to the sub grade.

4) Aggregate Spreading Equipment

Use a mechanical spreader, equipped with a device that strikes off the aggregate uniformly to the proper laying thickness, capable of producing even distribution. For crossovers, intersections, ramp areas, narrow crowned roadways or any other areas where the use of a mechanical spreader is not practicable, the CONTRACTOR may spread the rock using a bulldozer or blade grader.

5) Spreading Aggregate and Lift Thickness

Spread the aggregate uniformly. Remove all segregated areas of fine or coarse aggregate and replace with properly graded aggregate or mix in place to achieve an even distribution of sizes.

When the specified compacted thickness of the base is greater than 6 inches, construct the base in multiple courses of equal thickness. Individual courses shall not be less than 3 inches. The thickness of the first course may be increased to bear the weight of the construction equipment without disturbing the subgrade.

If the CONTRACTOR can demonstrate that the compaction equipment can achieve the required density (at least 98% of maximum density per AASHTO T-180 modified) for the full depth of a thicker lift, and if approved by the VILLAGE, the base may be constructed in successive courses of up to 6 inches compacted thickness.

The VILLAGE CEI Engineer's approval will be based on the results of a test section constructed using the CONTRACTOR'S proposed compactive effort. Approval requires the compactive effort to pass a minimum of five (5) density tests with no failing tests. Construct a full width test section of not less than 300 feet in length. At each test site, the full depth of the base must be tested and passed. *Maintain the exposed surface as close to undisturbed as possible; no further compaction will be permitted during the test preparation.* If unable to achieve the required density, remove and replace or repair the test section to comply with the Specifications at no additional expense to the VILLAGE. Once approved, a change in the source of base material will require the construction of a new test section. The compactive effort will not be allowed to change once the test section is approved.

6) Compacting and Finishing Aggregate Base Material

- a) Single Course Base: After spreading, shape the base material to produce the required thickness, grade and cross-section after compaction.

- b) Multiple Course Base: Clean the first course of foreign material, then blade and bring it to a surface cross-section approximately parallel to the finished base. Before spreading any material for the upper courses, allow the VILLAGE Engineer or designee to make density tests for the lower courses in order to determine that the required compaction has been obtained. After spreading the material for the top course, shape its surface to produce the required overall thickness, grade and cross-section that is free of scabs and laminations after compaction.
- c) Moisture Content: When the material does not have the proper moisture content to ensure the required density, wet or dry it as required. When adding water, uniformly mix it in by disking to the full depth of the course that is being compacted. During wetting or drying operations, manipulate the entire width and depth of the course that is being compacted.
- d) Density Requirements: After attaining the proper moisture condition, uniformly compact the material to a density of not less than 98% of the maximum density as determined by AASHTO T-180 modified.

The CONTRACTOR or CONTRACTOR'S testing firm shall perform at least three (3) density tests on each day's final compaction operations on each course, and at more frequent intervals, if deemed necessary. During final compaction operations, blade and proof roll any areas necessary to obtain the proper grade and cross-section before performing the density tests on the finished base. The VILLAGE may elect to verify the densities with an independent lab.

7) Correction of Defects:

- a) Contamination of Base Material: If, at any time, the subgrade material becomes mixed with the base course material, dig out and remove the mixture, and reshape and compact the subgrade. Then replace the materials removed with clean base material, and shape and compact as specified above. Perform this work at no expense to the VILLAGE.
- b) Cracks and Checks: If cracks, scabs, or checks appear in the base, either before or after priming, which in the opinion of the VILLAGE and the VILLAGE Engineer or designee, would impair the structural value of the base, remove the cracks, scabs, or checks by scarifying, reshaping, adding base material where necessary, and recompact.
- c) Compaction of Widening Strips: Where base construction consists of widening strips and the trench width is not sufficient to permit use of standard base compaction equipment, compact the base using vibratory compactors, trench rollers or other special equipment which will achieve the density requirements specified herein. When multiple course base construction is required, compact each course prior to spreading material for the overlaying course.
- d) Dust Abatement: Minimize the dispersion of dust from the base material during construction and maintenance operations by applying water or other dust control materials.

8) Finished Surface Testing

Check the finished surface of the base course with a template cut to the required crown and with a 10-foot straightedge laid parallel to the centerline of the road. Correct all irregularities greater than 1/4 inch to the satisfaction of the VILLAGE Engineer or designee by scarifying and removing or adding rock as required, and recompact the entire area as specified hereinbefore. Alternatively, a leveling course of asphalt may be required to ensure there is a smooth surface on which to place the structural and surface course of asphalt.

9) Priming and Maintaining

Priming: Apply the prime coat only when the base meets the specified density requirements and when the moisture content in the top half of the base does not exceed the optimum moisture content for the base material. At the time of priming, ensure that the base is firm, unyielding and in such a condition that no distortion will occur from the priming operation.

Maintaining: Maintain the true crown and grade, with no rutting or other distortion, while applying the asphalt or brick surface course.

10) Thickness Requirements

Meet or exceed the thickness requirements shown on the project drawings. Additional thickness shall be allowed without additional payment, as long as the finished pavement elevation is obtained without compromising the required asphalt thickness.

The VILLAGE 's CEI Engineer or designee shall select the coring locations and make the acceptance measurements. CONTRACTOR'S representative shall be present during the entire coring operation for acceptance purposes. The VILLAGE has the option to measure the thickness of the base through holes, at least three (3) inches in diameter, bored at random points on the cross-section and along the roadway. The VILLAGE would locate each hole to represent a section of roadway no longer than 200 feet in length.

Should deficiencies be found, the CONTRACTOR shall correct all areas of the completed base having a deficiency in thickness in excess of 1/2-inch by scarifying and adding additional base material. As an exception, if authorized by the VILLAGE 's CEI Engineer or designee, such areas may be left in place without correction and with a significant credit or reduction of payment or with the addition of compensatory asphalt.

PART III EXECUTION

3.1 GENERAL

- 1) The CONTRACTOR shall notify all affected property owners of the proposed work a minimum of 48 hours prior to the start of work. Reasonable access to adjacent property (driveways, sidewalks, etc.) is to be provided as necessary at all times.
- 2) If existing sidewalk is to be impacted, an ADA accessible walking surface must be provided at all times to ensure pedestrians have continual access.
- 3) Prior to the start of the recycling work, all valve boxes, manhole castings, and catch basins shall be located by the CONTRACTOR and clearly marked and protected or removed and covered to avoid damage.
- 4) The minimum final base thickness shall be twelve inches (12"), measured above the top of the undisturbed or stabilized and compacted subbase.
- 5) The CONTRACTOR may be required to temporarily grade and compact the pulverized material in order to maintain traffic until the asphalt emulsion injection process.
- 6) The CONTRACTOR shall excavate and prepare any widened subbase areas, spread and shape the pulverized base material before rough grading. Any necessary trimming or removal of excess material shall be done before rough grading and asphalt emulsion injection.
- 7) If requested to do so, the CONTRACTOR shall stockpile surplus material that may be needed elsewhere on the project or supplement and spread additional imported base material.
- 8) After the material has been processed, it is the CONTRACTOR'S responsibility to ensure optimum moisture and asphalt (or cement) content, and thoroughly compact the processed base to the proper density, slope and grade.
- 9) Mixing and asphalt emulsion injection shall not be done during periods of rain or when rain is imminent or in any weather detrimental to the finished base course.
- 10) The CONTRACTOR shall be responsible for removing all excess material from curbs, yards and shoulders or as directed by the VILLAGE 's CEI Engineer or designee.
- 11) The CONTRACTOR is responsible for proper site cleanup and restoration of any damage caused by his/her employees.

3.2 WATER PURCHASE AND UTILITIES

The CONTRACTOR may purchase water needed in connection with a project from the VILLAGE Utility Department directly from a fire hydrant using a water meter. Prior to the start of a project, the CONTRACTOR shall be familiar with the location of all existing utilities within the project area, and coordinate with the utility company, so as not to disturb, destroy or otherwise harm any existing facilities.

3.3 DAMAGES

The CONTRACTOR shall restore any damage to existing pavement, curbs, sidewalk, mailboxes, driveways, swales or other property outside the roadway that is attributable to the CONTRACTOR'S activities, to like-new condition at the CONTRACTOR'S own expense. The CONTRACTOR shall notify the VILLAGE immediately of any such claims and/or repairs.

3.4 TOLERANCES

The completed asphalt stabilized base shall be tested for smoothness with no irregularities of more than one-quarter inch ($\frac{1}{4}$ ") using a 10' straight edge. The finished surface of the roadway base shall have a tolerance of plus or minus one-quarter inch ($\frac{1}{4}$ ") of the proper grade. If any area is found to lack the required smoothness, cross-slope or proper grade, such area shall be re-graded and compacted until the required smoothness and accuracy are obtained, at no additional cost to the VILLAGE. Alternatively, a leveling course of asphalt may be required to ensure there is a smooth surface on which to place the structural and surface course of asphalt.

3.5 TESTING

The CONTRACTOR shall obtain the services of a certified testing laboratory to make sure that the CONTRACTOR has thoroughly compacted the stabilized base to not less than ninety-eight percent (98%) of the maximum density per the Proctor test, in accordance with (AASHTO) modified T-180.

The VILLAGE may hire an independent testing lab to perform Verification Testing (VT) to confirm the accuracy of CONTRACTOR'S test results.

3.6 MEASUREMENT

FDR shall be measured for payment by the square yard completed and accepted by the VILLAGE 's CEI Engineer or designee.

Adjustment of manholes and valve boxes are measured per each that is needed to have its elevation adjusted to match the finished grade. The VILLAGE Engineer or designee may choose to supply a new ring and cover and the CONTRACTOR shall replace the existing one for the unit price of a manhole adjustment.

Protection and/or restoration of existing manholes, valve boxes and curbs are included in the FDR Bid Price Form item. The modified marshall testing for the mix design is considered part of the FDR Bid Price Form item.

Excavation and material removal is measured by the cubic yard based on theoretical calculations of the proposed pavement thickness times the surface area of the corresponding reclamation area (proposed asphalt thickness x length x width). Material removal shall only be calculated for payment if the project site has existing curbs, and the excess recycled material will not be spread or used onsite.

3.7 BASIS OF PAYMENT

The accepted quantities of all Bid items, as measured above, shall be paid for at the Bid unit price. The unit price for FDR includes all compensation for crushing, blending, testing the material for the emulsion mix design, temporary compaction, rough and fine grading, injection and mixing of the asphalt emulsion

(paid separately by the gallon), placement and mixing of the cementitious material (paid separately by the ton), and compaction, etc. as required to meet all of the specification requirements. In the event that the Bidder believes that the cost of any necessary part of the project is not reflected in the Bid items listed on the Bid Price Form, the cost for that part of the project shall be included in one or more listed Bid Price Form items, so that the total base bid represents the total price for completing the work in its entirety. No additional payment shall be made for any associated work in addition to the Bid unit prices unless a change order has been agreed upon by the CONTRACTOR and the VILLAGE and said change order has been executed and approved by the VILLAGE Council.

Item 17 Pipe Culvert (up to 60")

The bid price for this item shall include, but not be limited to, the requirements of Section 430 Pipe Culverts of the FDOT Specifications. The unit cost shall include all materials, manpower and equipment required for installation of drainage pipe and end sections at the locations called for in the plans. During construction of inlets specified in plans, excavate and backfill as specified in Section 125 of the FDOT Specifications. All pipe to drainage structure connections shall be wrapped with filter fabric per FDOT Standard Index No. 201. All pipe joints shall be overlapped with filter fabric per FDOT Index No. 280 in addition to the Manufacturer's gasket recommendations. Cost is to be included in this bid item. The use of rock as pipe bedding shall only be permitted as directed in writing by the ENGINEER. The soil beneath all pipes, unless left undisturbed, shall be compacted to a density not less than 95 percent of the maximum density as determined by AASHTO T-180 for a minimum depth of one (1) foot below the bottom of the excavation. Fiber reinforced pipe shall NOT qualify for use on this project.

The area of excavation shall be dry at all times. All material required to provide suitable backfill for the placement of the pipe culvert shall be paid for in the **18" ADS HPDE Pipe** cost.

The basis of payment for **Pipe Culvert (up to 60")** shall be paid per LINEAR FOOT.

Item 18 Type E Ditch Bottom Inlet (CS-1 & DS-1):

The bid price for this item shall include, but not be limited to, the requirements of Index 232 of the FDOT Roadway and Traffic Design Standards and Section 425 of the FDOT Standard Specifications. The price shall include all materials, manpower and equipment required to satisfactorily install the cross drain mitered end section at the location called for in the plans.

The basis of payment for the **Type E Inlet** will be paid per EACH.

Item 19 Yard Drains

The bid price for this item shall include, but is not limited to, the requirements set forth in the construction plans referencing FDOT Index 425-060, "Modified Yard Drain". This price shall include all materials (18" x 18" x 12" tee, 12" riser, grate and concrete slab with rebar), manpower and equipment required to satisfactorily install the Modified Yard Drains at each location called for in the plans.

The basis of payment for the **Yard Drain** will be paid per EACH.

Item 20**Mitered End Section (MES -1) – Cross Drain:**

The bid price for this item shall include, but not be limited to, the requirements of Index 272 of the FDOT Roadway and Traffic Design Standards and Section 430 of the FDOT Standard Specifications. The price shall include all materials, manpower and equipment required to satisfactorily install the cross drain mitered end section at the location called for in the plans.

The basis of payment for the **Cross Drain Mitered End Section** will be paid per EACH.

Item 21**Concrete Sidewalk (4" Thick)**

The bid price for this item shall include, but not be limited to, the requirements of Index 310 of the FDOT Roadway and Traffic Design Standards and Section 522 of the Standard Specifications. The sidewalk repair will include all forming, contraction joint forming, expansion joint construction, steel reinforcement, finishing, backfilling and compaction. Compaction of fill areas including areas under the sidewalk that have been excavated more than 6 inches below the bottom of the sidewalk, to a minimum of 95% of AASHTO T - 99 density shall be included. The project main line sidewalks are not anticipated to be impacted by the CONTRACTOR. It is anticipated that sidewalk connections at all intersections will be replaced in compliance with ADA standards and paid per Square Yard of concrete.

The basis of payment for **Concrete (4" Thick)** shall be paid per SQUARE YARD. The VILLAGE reserves the option to substitute pavers for a portion of the sidewalk as described in the Plan Details and noted in the Additional Alternate Bid Item.

Item 22, 23**Brick Paver/Concrete Driveways/Sidewalk**

The bid price for this item shall include but not limited to items necessary to restore driveways at locations and with materials indicated on the plans. The project currently has paver driveways and concrete driveways. Brick Paver Driveways shall reuse existing pavers reinstalled on all new bedding/base/subbase materials and locked in with flared concrete edging per industry standards. Concrete Driveways/Sidewalks shall utilize 6-inch-thick reinforced concrete and shall include all forming, contraction joint forming, expansion joint construction, steel reinforcement, finishing, backfilling and compaction to complete the installation. Compaction of fill areas including areas under the driveways that have been excavated more than 6 inches below the bottom of the driveway, to a minimum of 95% of AASHTO T - 99 density shall be included. The work will typically entail only working within VILLAGE right-of-way. CONTRACTOR is responsible for ensuring all work damaged by the CONTRACTOR is repaired to conditions prior to construction.

This basis of payment will be per SQUARE YARD of **driveway type** and **6' sidewalk**.

Item 24**Detectable Warnings/ADA Mats**

The bid price for this item shall include, but not be limited to, the requirements of Section 522 of the Standard Specifications. Price and payment will be full compensation for all work specified in Section 522. The price shall include all materials, manpower and equipment required to satisfactorily install each detectable warnings at locations called for in the plans.

The basis of payment will be for each **Detectable Warning (ADA Mats)** shall be paid per EACH.

Item 25

Swales

Payment for this bid item shall include all material, labor, equipment and incidental costs connected with ditch grading: this payment include but is not limited to sub-grade preparation and compaction and all other items of work necessary to provide a complete unit in accordance with the construction drawings and technical specifications.

The basis of payment for the **Swales** shall be the actual LINEAL FEET (LF) of swale grading in accordance with the construction drawings.

Item 26

Asphalt Roadway Open Cut Pavement and Replacement:

The CONTRACTOR will open cut the roadway for installation of the underground utilities. For drainage and utility installation in the pavement, repairs will include sub grade / base and asphalt repair improvements through the limits of improvements. The CONTRACTOR must maintain vehicular and pedestrian access. Short-term closure will be allowed to install the driveway, drainage, sanitary sewer and water service items but repairs must be made upon completion to avoid any unsafe and tripping hazards.

This item will be paid per SQUARE YARD for **Roadway Repairs**.

Item 27, 29

Thermoplastic (12" & Roundabout Pavement Markings)

The bid price for this item shall include, but not be limited to, the requirements of Index 711-001 of the FDOT Roadway and Traffic Design Standards and Section 711 of the Standard Specifications. No thermoplastic material or paint containing lead or chromium shall be used on this project.

The basis of payment for the **12" Thermoplastic** shall be per LINEAR FOOT.

The basis of payment for the **Roundabout Pavement Markings** (excluding Crosswalk markings) shall be per LUMP SUM.

Item 28, 30, 31

Preformed Thermoplastic 12", 24" Crosswalk Markings and Stop Bar

The bid price for this item shall include, but not be limited to, the requirements of Index 711-001 of the FDOT Roadway and Traffic Design Standards and Section 711 of the Standard Specifications. No thermoplastic material or paint containing lead or chromium shall be used on this project.

The basis of payment for this item shall be per LINEAR FOOT.

Item 32, 33, 34

Signs

The bid price for this item shall include, but not limited to the requirements of 711-001 of the FDOT Roadway and Traffic Design Standards and the Manual on Uniform Traffic Control Devices (MUTCD). Any old signage removed shall remain the property of the VILLAGE.

The basis of payment for this item shall be each **Sign**.

Item 35**Performance Turf/ Sod**

The bid price for this item shall include, but not be limited to, the requirements of Section 570 Performance Turf of the FDOT Specifications. Establish a growing, healthy turf over all areas designated on the plans. Sod shall be like kind or as directed by the ENGINEER. The CONTRACTOR shall sod and restore all areas disturbed by construction to a condition equal to, or better than that now existing. Also included in this item is any fertilizer, water, and mowing needed to maintain the turf area until final acceptance of all contract work. The CONTRACTOR will be responsible for repairing all washed-out and eroded areas and watering the sod until such time as the project is accepted. Water for sod shall be provided in accordance with Section 983 of the FDOT Specifications at no additional cost to the VILLAGE. All disturbed areas shall be covered with a good stand of grass prior upon acceptance by the VILLAGE. Mowing will be required by the CONTRACTOR, as needed, in a 2-week interval.

The basis of payment for **Performance Turf, Sod** shall be paid per SQUARE YARD. This improvement provides stabilization of the stormwater improvements.

Item 36**Irrigation Adjustment/Relocation Allowance**

The CONTRACTOR shall review all areas disturbed by construction and prior to beginning construction, will provide the VILLAGE seven (7) days' notice to relocate landscape and irrigation. The CONTRACTOR will repair irrigation systems damaged by his work. Prior to construction, the VILLAGE, CONTRACTOR and property owners will review the irrigation systems. The CONTRACTOR will only be allowed to work within the limits of construction, the VILLAGE Easements or Rights-of-way. Any disturbance to vegetation or irrigation outside of the Limits of Easements or Rights-of-way will be repaired and restored at the CONTRACTOR's expense.

The basis of payment for this item bid as an allowance and negotiated during construction.

Item 37,40,41,42 Sanitary Sewer/Water Service/Electric/Utility Adjustments:

The CONTRACTOR is to install all Water and Sanitary Sewer items in accordance with the VILLAGE's Utilities Department requirements for Sanitary Sewer and water service improvements. All items will include coordination with VILLAGE Utility Dept. and include all pipe, fire hydrant, fittings, couplings, trace wire, detectable/non-detectable tape, restraints (joint and pipe), clean-outs, tee-wye, bag of secrete, stainless steel backed ferncos, trenching and backfill, bends, service / meter / backflow devices, connections and testing costs.

These items will be paid per Lump Sum cost to complete each item.

Item 38, 43**Asbestos Abatement/Disposal Fees**

The bid price for this item shall include all plant, labor and materials needed to satisfactorily remove, bag, tag and dispose of any abandoned 'potential' Asbestos Pipe that remains outside the future roadway footprint.

This item will be paid on a Lump Sum basis at the proposed/potential water main reconstruction areas.

Item 39**Grout and Abandon 6" Water Main**

The bid price for this item shall be full compensation for all labor, materials and equipment necessary to properly cap and grout fill in a sufficient manner to ensure there are no significant voids.

This item will be paid for on a per LINEAR FOOT basis.

MAGNOLIA LIFT STATION**Item 44****6" Generator Slab**

The bid price for this item shall include full compensation for the installation of a new generator slab at the lift station site specified in the Drawings. The unit price shall include, but is not limited to, all labor, materials and equipment, reinforcing, expansion joint, compacting, finishing (3/4-inch, 45-degree chamfer), broom finish required and incidentals necessary to complete this bid item. The concrete mix shall be designed to produce a 28-day compressive strength of 3,000 psi. All necessary concrete and density testing for the slab shall be completed as part of this item and shall be at the expense of the CONTRACTOR.

This item will be paid for as a LUMP SUM item.

Item 45**30 KW Diesel Generator Set/Automatic Transfer Switch**

The bid price shall constitute full compensation for furnishing and installing an emergency generator, automatic transfer switch, mounting hardware, and all other conduit, conductor, and wire connections required and all other related and necessary materials at the lift station site specified in the Drawings. The standby generator shall be mounted on the 6" generator slab using properly sized epoxy HILTI anchors. Additional Standby Generator Specifications: Durable Steel, sound-attenuating housing with quiet operation of 67 dB(A) log average @ 7m. (23ft.) with full load at the prime rating, stainless steel hinges with lockable latched on the door, Battery Charger, Equalize/Float Type, Skid with Fuel Tank with a 5-year Basic Limited Warranty. The price shall include, but is not limited to, all labor, materials and equipment necessary for installation of a complete and functioning generator system, including testing.

This item will be paid for as a LUMP SUM item.

Item 46**6' Lift Station Fence**

The bid price for this item shall include, but not limited to, all plant, labor and materials to remove existing and reconstruct a new 6' chain-linked fence with gates/locks at the lift station site specified in the Drawings. Security of the lift station site must be maintained during the performance of this item. Specifications for the chain-link size, dimension, type and layout of the proposed fence are found in the Drawings.

This item will be paid for as a LUMP SUM item.

APPENDIX

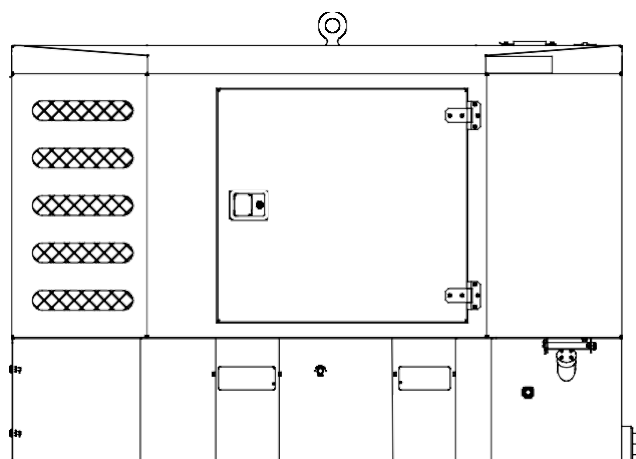
APPENDIX A
KOHLER GENERATOR SPEC



Tier 4 Final EPA-Certified for Stationary Emergency and Non-Emergency Applications

Ratings Range

60 Hz			
Standby:	kW	24- 30	
	kVA	24- 37.5	
Prime:	kW	22- 28	
	kVA	22- 35	
Continuous:	kW	22- 28	
	kVA	22- 35	



Standard Features

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- A one-year limited warranty covers all generator set systems and components. Two- and five-year extended limited warranties are also available.
- Alternator features:
 - d Kohler's wound field excitation system with its unique PowerBoost design delivers great voltage response and short-circuit capability.
 - d The brushless, rotating-field alternator has broadrange reconnectability.
- Engine features:
 - d Uses cooled Exhaust Gas Regeneration (EGR) and Diesel Oxidation Catalyst (DOC) to meet Tier 4 Final without a Diesel Particulate Filter (DPF).
 - d Heavy-duty air cleaner with air restrictor indicator.
 - d Lockable battery disconnect switch.
- Other features:
 - d Kohler designed controller for one-source system integration and remote communication. See Controller on page 3.
 - d The low coolant level shutdown prevents overheating.
 - d Durable steel, sound-attenuating housing with quiet operation of 67 dB(A) log average @ 7 m (23 ft.) with full load at the prime rating.
 - d Stainless steel hinges and lockable latches on doors.
 - d 125% environmental containment basin for oil and coolant.
 - d 110% secondary containment tank for fuel.
 - d UL 142 listed subbase fuel tank for 24-hour run time with full load at the prime rating (minimum).
 - d Customer connection panel with main circuit breaker, remote start connection, and emergency stop switch.

Generator Set Ratings

Alternator	Voltage	Ph	Hz	130_C Rise Standby Rating		105_C Rise Prime Rating		105_C Rise Continuous Rating	
				kW/kVA	Amps	kW/kVA	Amps	kW/kVA	Amps
4D5.6	120/208	3	60	30/37.5	104	28/35	97	28/35	97
	120/240	3	60	30/37.5	90	28/35	84	28/35	84
	120/240	1	60	24/24	100	22/22	92	22/22	92
	277/480	3	60	30/37.5	45	28/35	42	28/35	42
	347/600	3	60	30/37.5	36	28/35	34	28/35	34

RATINGS: All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor. **Standby Ratings:** The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. **Prime Power Ratings:** At varying load, the number of generator set operating hours is unlimited. A 10% overload capacity is available for one hour in twelve. **Continuous Ratings:** At constant or nonvarying load, the number of generator set operating hours is unlimited. There is no overload capability for this rating. Ratings are in accordance with ISO-8528-1 and ISO-3046-1. For limited running time ratings, consult the factory. Obtain technical information bulletin (TIB-101) for ratings guidelines, complete ratings definitions, and G5-423 (30REOZK4) 12/19j

site condition derates. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

Alternator Specifications

Specifications	Alternator
Manufacturer	Kohler
Type	4-Pole, Rotating-Field
Exciter type	Brushless, Wound-Field
Leads: quantity, type	12, Reconnectable
	6, 600 Volt
Voltage regulator	Solid State, Volts/Hz
Insulation:	NEMA MG1
Material	Class H
Temperature rise	150_C, Standby
Bearing: quantity, type	1, Sealed
Coupling	Flexible Disc
Amortisseur windings	Full
Voltage regulation, no-load to full-load	±0.5%
One-step load acceptance	100% of Rating
Unbalanced load capability	100% of Rated Standby Current
Peak motor starting kVA:	(35% dip for voltages below)
480 V	4D5.6 (12 lead)
	76

- NEMA MG1, IEEE, and ANSI standards compliance for temperature rise and motor starting.
- Capable of sustained line-to-neutral short-circuit current of up to 300% of the rated current for up to 2 seconds. (IEC 60092-301 short-circuit performance.)
- Sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field.
- Self-ventilated and dripproof construction.
- Windings are vacuum-impregnated with epoxy varnish for dependability and long life.
- Superior voltage waveform from a two-thirds pitch stator and skewed rotor.

Application Data

Engine

Engine Specifications	
Manufacturer	Kohler Diesel
Engine: model, type	KDI 1903 TCR 1.9 L, 4-Cycle Turbocharged
Cylinder arrangement	3 Inline
Displacement, L (cu. in.)	1.9 (115.9)
Bore and stroke, mm (in.)	88 x 102 (3.46 x 4.01)
Compression ratio	17.0:1
Piston speed, m/min. (ft./min.)	275 (905)
Main bearings: quantity, type	4, Sleeve
Rated rpm	1800
Max. power at rated rpm, kWm (BHP)	37 (49)
Cylinder head material	Cast Iron
Crankshaft material	Cast Iron
Valve material:	
Intake	Stainless Steel
Exhaust	Stainless Steel
Governor: type, make/model	Electronic
Frequency regulation, no-load to full-load	Isochronous
Frequency regulation, steady state	±0.28%
Frequency	Fixed
Air cleaner type, all models	Dry

Exhaust

Exhaust System	
Exhaust manifold type	Dry
Exhaust flow at rated kW, m ³ /min. (cfm)	6.7 (238)
Exhaust temperature at rated kW, dry exhaust, _C (_F)	382 (720)
Allowable back pressure, kPa (in. Hg)	7- 12 (2.1-3.5)
Back pressure available after losses due to exhaust aftertreatment system, kPa (in.Hg)	6.7 (2.0)

Engine Electrical

Engine Electrical System	
Battery charging alternator:	
Ground (negative/positive)	Negative
Volts (DC)	12
Ampere rating	80
Starter motor rated voltage (DC)	12
Battery, recommended cold cranking amps (CCA):	
Quantity, CCA rating	One, 950
Battery voltage (DC)	12

Fuel

Fuel System	
Fuel supply line, min. ID, mm (in.)	8 (0.31)
Fuel return line, min. ID, mm (in.)	6.3 (0.25)
Max. lift, fuel pump: type, m (ft.)	Mechanical, 2.5 (8.2)
Max. fuel flow, Lph (gph)	35 (9.3)
Max. return line restriction, kPa (in. Hg)	20 (5.9)
Fuel prime pump	Manual
Fuel filter	
Primary	5 Microns @ 98% Efficiency
Water Separator	Yes
Recommended fuel	ASTM D975 or EN 590 Ultra Low Sulfur Diesel (ULSD) with sulfur content <15 mg/kg (15 ppm)

Lubrication

Lubricating System	
Type	Full Pressure
Oil pan capacity, L (qt.) w	8.4 (8.9)
Oil pan capacity with filter, L (qt.) w	8.7 (9.2)
Oil filter: quantity, type w	One, Cartridge
Oil cooler	Water-Cooled
Oil type w	API CJ-4 or ACEA E6- E9
w Kohler recommends the use of Kohler Genuine oil and filters.	

Application Data

Cooling

Radiator System

Ambient temperature at standby rating, °C (°F)	45 (113)
Ambient temperature at prime power and continuous ratings, °C (°F)	50 (122)
Engine jacket water capacity, L (gal.)	4.2 (1.1)
Radiator system capacity, including engine, L (gal.)	17.2 (4.5)
Engine jacket water flow, Lpm (gpm)	57 (15)
Heat rejected to cooling water at rated kW, dry exhaust, certified, kW (Btu/min.)	28 (1592)
Water pump type	Centrifugal
Fan diameter, including blades, mm (in.)	483 (19)
Fan, kWm (HP)	2.7 (3.6)
Max. restriction of cooling air, intake and discharge side of radiator, kPa (in. H ₂ O)	0.125 (0.5)

Operation Requirements

Air Requirements

Radiator-cooled cooling air, m ³ /min. (scfm) *	96.3 (3400)
Combustion air, m ³ /min. (cfm)	2.4 (86.3)
Heat rejected to ambient air:	
Engine, kW (Btu/min.)	28 (1592)
Alternator, kW (Btu/min.)	6.5 (369)
* Air density = 1.20 kg/m ³ (0.075 lbm/ft ³)	

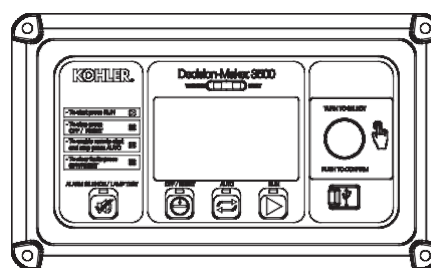
Fuel Consumption

Diesel, Lph (gph) at % load	Standby Rating
100%	10.5 (2.8)
75%	7.8 (2.1)
50%	5.4 (1.4)
25%	3.1 (0.8)
Diesel, Lph (gph) at % load	Prime Rating
100%	9.8 (2.6)
75%	7.3 (1.9)
50%	5.0 (1.3)
25%	2.9 (0.8)
Diesel, Lph (gph) at % load	Continuous Rating
100%	9.8 (2.6)
75%	7.3 (1.9)
50%	5.0 (1.3)
25%	2.9 (0.8)

Sound Enclosure

- Durable steel, sound-attenuating housing with quiet operation of 67 dB(A) log average @ 7 m (23 ft.) with full load at the prime rating.
- Internal-mounted silencer and flexible exhaust connector.
- Fade-, scratch, and corrosion-resistant Kohler® Power Armor automotive-grade textured finish.
- Stainless steel hinges and lockable latches on doors.
- Acoustic insulation that meets UL 94 HF1 flammability classification and repels moisture absorption.
- 110% environmental containment basin for fuel, oil, and coolant.

Controller



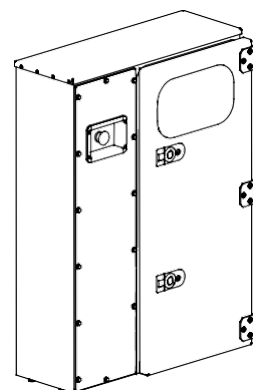
Decision-Maker[®] 3500 Controller

Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- Digital display with adjustable contrast and menu control provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or serial configuration
- Controller supports Modbus protocol
- Integrated hybrid voltage regulator with ±0.5% regulation
- Potted circuitry for protection from vibration and debris
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Modbus is a registered trademark of Schneider Electric.

Customer Connection Panel



- Viewable generator set controller with security cover
- Emergency stop switch
- Main line circuit breaker
 - d Reconnectable models: Rating 150 amps, field adjustable based on voltage selected
 - d 600 Volt models: Rating 60 amps, field adjustable
- Power connections for Available Options (battery charger and battery heater)
- Remote start connection

Fuel Tank

- Subbase fuel tank for 24-hour run time with full load at prime rating (minimum).
- Fuel tank includes the fuel level gauge, fuel fill with lockable cap, and normal/emergency vents.
- Both the inner and outer tanks have emergency relief vents.
- The secondary containment tank's construction protects against fuel leaks or ruptures. The inner (primary) tank is sealed inside the outer (secondary) tank. The outer tank contains the fuel if the inner tank leaks or ruptures.

Fuel Tank Specifications

Fuel tank capacity	293 L (77 gal.)
--------------------	-----------------

Standard Features

- Alternator Protection
- Battery, Battery Rack, and Cables
- Integral Vibration Isolation
- Local Emergency Stop Switch
- Oil Drain Extension
- Operation and Installation Literature

Available Options

Approvals and Listings

- CSA Certified
- UL 2200 Listing (requires standard skid)

Controller

- 15-Relay Dry Contact
- Remote Annunciator Panel

Electrical System

- Battery Charger, Equalize/Float Type
- Battery Heater
- Block Heater; 600 W, 120 V, 1 ph.
Required for ambient temperature below 0_C (32_F).

Fuel System

- Two-Way Fuel Valve
(for connection of a user-supplied external fuel tank)

Skid

- Fuel Tank
- Draggable Fuel Tank
(heavy gauge steel skid with integrated drains and pull bars)
- Skid, no tank (fuel tank is not included with this option)

Miscellaneous

- Engine Fluids Added
- Spark Arrestor

Literature

- General Maintenance
- NFPA 110
- Overhaul
- Production

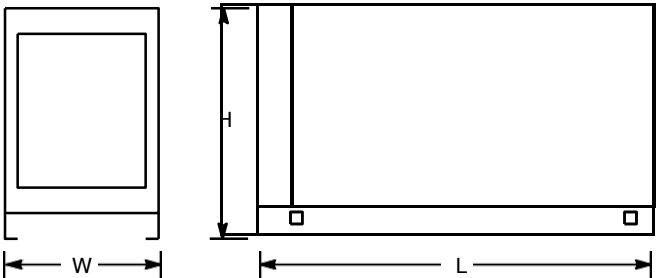
Warranty

- 2-Year Basic Limited Warranty
- 2-Year Prime Limited Warranty
- 5-Year Basic Limited Warranty
- 5-Year Comprehensive Limited Warranty

Other Options

Dimensions and Weights

Overall Size, L x W x H, mm (in.):	2184 x 1016 x 1622
Fuel Tank	(86.0 x 40.0 x 63.9)
Weight, with engine fluids (no fuel), kg (lb.):	1397 (3080)
Overall Size, L x W x H, mm (in.):	2489 x 1016 x 1622
Draggable Fuel Tank	(98.0 x 40.0 x 63.9)
Weight, with engine fluids (no fuel), kg (lb.):	1461 (3220)
Overall Size, L x W x H, mm (in.):	2184 x 1016 x 1418
Skid	(86.0 x 40.0 x 55.9)
Weight, with engine fluids (no fuel), kg (lb.):	998 (2200)



NOTE: This drawing is provided for reference only and should not be used for planning. Contact your local distributor for more detailed information.

DISTRIBUTED BY:

APPENDIX B

GEOTECHNICAL REPORT



CAPTEC Engineering, Inc.
301 NW Flagler Avenue
Stuart, FL 34994

Attn: Mr. Harold L. Tourjee, Jr.

**GEOTECHNICAL ENGINEERING EVALUATION
IMPROVEMENTS TO SW SEMINOLE DRIVE
FROM SW OSCEOLA STREET TO SW YALAHA STREET
INDIANTOWN, MARTIN COUNTY, FLORIDA**

INTRODUCTION

In accordance with your request and authorization, Andersen Andre Consulting Engineers, Inc. (AACE) has completed a pavement exploration program and geotechnical engineering evaluation for the above referenced project. The purpose of this work was to evaluate the existing pavement section and shallow subgrade conditions within the subject roadway segment relative to future pavement and drainage improvements. Our work included pavement coring, hand auger borings, soil hydraulic conductivity (exfiltration) testing, limited laboratory testing, and engineering analysis. This report documents our explorations and presents our findings, and summarizes our conclusions and recommendations.

SITE INFORMATION

The subject segment of SW Seminole Drive extends from SW Osceola Street and north to SW Yalaha Street in Indiantown, Martin County, Florida (within Section 5, Township 40 South, Range 39 East). The location of the site is graphically depicted on the Site Vicinity Map (2021 aerial photograph) presented on Sheet No. 1. Based on our cursory review of the site conditions, the subject roadway segment is in a relatively poor condition, with cracking, settlements, pot holes, and numerous previously repaired areas.

According to the USDA NRCS Web Soil Survey, the predominant surficial soil type within the subject site is the *Waveland and Immokalee fine sands (USDA NRCS Map Unit 4)*. This composite soil type is noted to consist of sandy marine deposits originating from within flatwoods on prehistoric marine terraces, with fine sands and loamy fine sands present to depths in excess of 80 inches below grade. The approximate location of the subject site is shown superimposed on an aerial photograph obtained from the USDA Web Soil Survey on Sheet No. 1. Further, relevant excerpts from the USDA Web Soil Survey summary report are attached hereto.

FIELD EXPLORATION PROGRAM

As outlined in our Proposal No. P21-2103 (dated 11/16/21), to explore the existing pavement conditions and the underlying subgrade soils, eight (8) 4-inch diameter asphalt cores and shallow hand auger borings (ASTM D1452) were performed at the approximate locations shown on Sheet No. 1. Further, one (1) SFWMD soil hydraulic conductivity (exfiltration) test was performed.

Our site visits and field work were performed in the period February 26 through March 7, 2022. The auger boreholes were backfilled with accumulated soil cuttings upon completion of the borings, and the pavement core holes were restored using asphalt cold-patch material.

Our pavement core and boring/test locations were field located using aerial photographs and existing features as references. The locations should be considered accurate only to the degree implied by the method of measurement used. We preliminarily anticipate that the borings were performed within 5-10 feet of the locations noted on Sheet No. 1.

The individual pavement core and soil boring profiles are summarized below, and photographs of the existing roadway conditions at the explored locations are presented on Sheet No. 2.

Samples obtained during performance of the hand auger borings were visually classified in the field, and representative portions of the samples were transported to our laboratory in sealed sample jars for further classification. The soil samples recovered from our explorations will be kept in our laboratory for 60 days, then discarded unless you specifically request otherwise.

LIMITED LABORATORY TESTING PROGRAM

Our field personnel examined the soil recovered from the auger buckets, placed the recovered soil samples in moisture proof containers, and maintained a log for each boring. The field soil boring logs and recovered soil samples were then returned to our laboratory where they were examined and visually classified by the project geotechnical engineer in general accordance with the AASHTO Soil Classification System. The soil classifications and other pertinent data obtained from our explorations and laboratory examinations are reported on the boring profiles presented on Sheet No. 2.

OBSERVED FIELD CONDITIONS

Pavement Cores

The following table summarizes the observed field conditions at the explored locations.

Table 1 - Pavement Section and Subgrade Soil Summary

Core ID	Depth (inches below top-of-asphalt)	Material Description
PC-1	0 - ½ ½ - 6 6 - 60 EOB @ 60"	Asphalt Limerock base Light brown fine sand (A-3) Groundwater encountered @ 50" bls
PC-2	0 - 1¼ 1¼ - 10 10 - 60 EOB @ 60"	Asphalt Limerock base Light brown fine sand (A-3) Groundwater not encountered
PC-3	0 - 1¼ 1¼ - 8 8 - 48 48 - 60 EOB @ 60"	Asphalt Limerock base Gray-brown fine sand (A-3) Light brown fine sand (A-3) Groundwater encountered @ 54" bls
PC-4	0 - 1¼ 1¼ - 10 10 - 60 EOB @ 60"	Asphalt (full-depth crack) Limerock base Light brown fine sand (A-3) Groundwater not encountered
PC-5	0 - 1 1 - 9 9 - 54 54-60 EOB @ 60"	Asphalt Limerock base Light brown fine sand (A-3) Gray fine sand (A-3) Groundwater not encountered

Core ID	Depth (inches below top-of-asphalt)	Material Description
PC-6	0 - 1¼ 1¼ - 9 9 - 36 EOB @ 60"	Asphalt Limerock base Light brown fine sand (A-3) Groundwater encountered @ 56" bls
PC-7	0 - 1¼ 1¼ - 9 9 - 42 42 - 60 EOB @ 60"	Asphalt Limerock base Light brown fine sand (A-3) Gray/dark gray fine sand (A-3) Groundwater encountered @ 50" bls
PC-8	0 - ½ ½ - 9 9 - 60 EOB @ 60"	Asphalt Limerock base Light brown fine sand (A-3) Groundwater not encountered

A photograph of the recovered asphalt cores is presented below.



Soil Hydraulic Conductivity Testing

One (1) soil hydraulic conductivity test was performed at the location shown on Sheet No. 1. In general, the test was performed in substantial accordance with methods described in the South Florida Water Management District (SFWMD) Environmental Resource Permit Information Manual (ERPIM), Volume IV, and yielded the following results.

Table 2 - Soil Hydraulic Conductivity Test Results

Test No.	Groundwater Depth (ft-bls)	Flow Rate, Q (cfs)	Hydraulic Conductivity, K (cfs/sq - ft head)
EX-1	4.3	3.3×10^{-3}	1.2×10^{-4}

The soil hydraulic conductivity test report is attached hereto.

GEOTECHNICAL ENGINEERING EVALUATION

Based on the findings of our site explorations, our evaluation of pavement and subsurface conditions, and judgment based on our experience with similar projects, we offer the following discussion points for your consideration relative to the proposed pavement improvements.

Milling and resurfacing:

Milling is the process of removing at least part of the pavement section, in this case typically just enough thickness to place a smooth layer of asphaltic concrete atop the prepared surface. However, in areas with minimal asphalt cover (1" or less), milling may not be feasible or practical; base reconstruction may be required in such instances. Further, it has been our experience that deficiencies in the base course (settlements and/or cracking) can "reflect" up through the newly placed layer of asphalt resulting in new blemishes.

However, milling and resurfacing is frequently selected as a relatively cost-effective (and timely) solution to roadway rehabilitation, providing a reasonable extension of the pavement design life. If milling/resurfacing is the desirable option, we would recommend full-depth milling followed by a careful inspection of the exposed base course to identify cracks or deficiencies in the base course.

Full-Depth Reclamation (FDR):

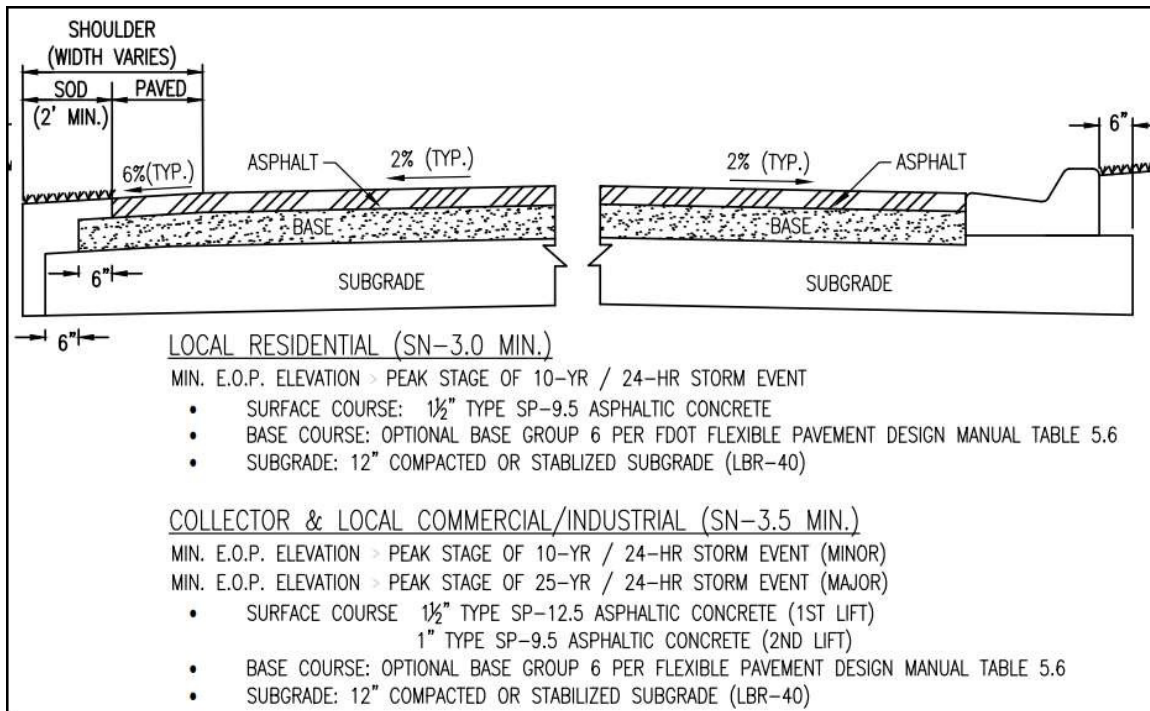
FDR is a process that "rebuilds" older, failing pavement section by recycling the existing pavement section. The existing, old asphalt and base course (and perhaps a portion of the subgrade soils) are pulverized by a specialized piece of equipment called a "Reclaimer". Once the materials are pulverized, select additives such as lime, fly ash, asphaltic emulsion, portland cement and water are introduced into the mix. The resulting mix is then shaped, graded and compacted to produce a strong, durable base course which is then paved with an asphaltic wearing surface.

The FDR process typically takes less time than milling and resurfacing. We note that, to our knowledge, the FDR process is not an approved FDOT method and only a Developmental FDOT Specification exists for this operation. With that being said, we have provided Quality Control services for several roadway projects where the FDR process was implemented efficiently and successfully.

Roadway Reconstruction:

This option would entail milling the entire base course and asphalt, and then reconstructing the pavement section as if a new roadway/pavement. This option would require a careful civil engineering review, with any changes to drainage conditions and elevations being considered.

As a minimum, the reconstructed pavement section should satisfy the requirements of "Local Residential" Flexible Pavement, per the Martin County Standard Details for Road and Site Construction and Public Facilities (see below). Consideration can also be given to increasing the Structural Number (SN) to the level of "Collector and Local Commercial/Industrial".



Source: Martin County Standard Details for Road and Site Construction and Public Facilities (2019 version)

We remain available for additional consultation relative to the findings and opinions presented herein.


CLOSURE


The geotechnical evaluation submitted herein is based on the data obtained from the presented pavement cores and soil borings. Limitations and conditions to this report are attached hereto.


This report has been prepared in accordance with generally accepted geotechnical engineering practices for the exclusive use of CAPTEC Engineering, Inc. for the subject project. No other warranty, expressed or implied, is made.

We are pleased to be of assistance to you on this phase of your project. When we may be of further service to you or should you have any questions, please contact us.

Sincerely,
ANDERSEN ANDRE CONSULTING ENGINEERS, INC.


Peter G. Andersen, P.E.
Principal Engineer
Fla. Reg. No. 57956




David P. Andre, P.E.
Principal Engineer
Fla. Reg. No. 53969
3/7/22

ATTACHMENTS

- Sheet No. 1 Site Vicinity Map and Pavement Core Location Plan
- Sheet No. 2 Pavement Core Photographs
- Exfiltration Test Report
- USDA NRCS Web Soil Survey Report
- AACE Project Limitations and Conditions

SITE VICINITY MAP



PUBLIC LAND SURVEY SYSTEM

Section 5
Township 40 South
Range 39 East



NOT TO SCALE

PAVEMENT CORE LOCATION PLAN



LEGEND

- PC-#
Pavement Core
- EX-#
Exfiltration Test

NOTE

Shown and noted field work locations are approximate and were determined using aerial photographs and existing site features as references. Source: Google Earth Pro



NOT TO SCALE



AAGE

2024SM

CDOT Contract # 22DB-OP-10-53-02-N05

ANDERSEN ANDRE

200

CONSULTING ENGINEERS,

INC.

834 SW Swan Avenue,
Port St. Lucie, FL 34983
772-807-9191

www.
AACEi
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SITE VICINITY MAP AND PAVEMENT CORE LOCATION PLAN

**GEOTECHNICAL ENGINEERING
EVALUATION IMPROVEMENS TO SW
SEMINOLE DRIVE
FROM SW OSCEOLA STREET TO SW YALAHA
STREET INDIANTOWN, MARTIN COUNTY,
FLORIDA**

Drawn by: PGA Checked by: DPA

AACE File No: 22-144

Date: March 2022

Date: March 2022
Sheet No. 1

PC-1



PC-2



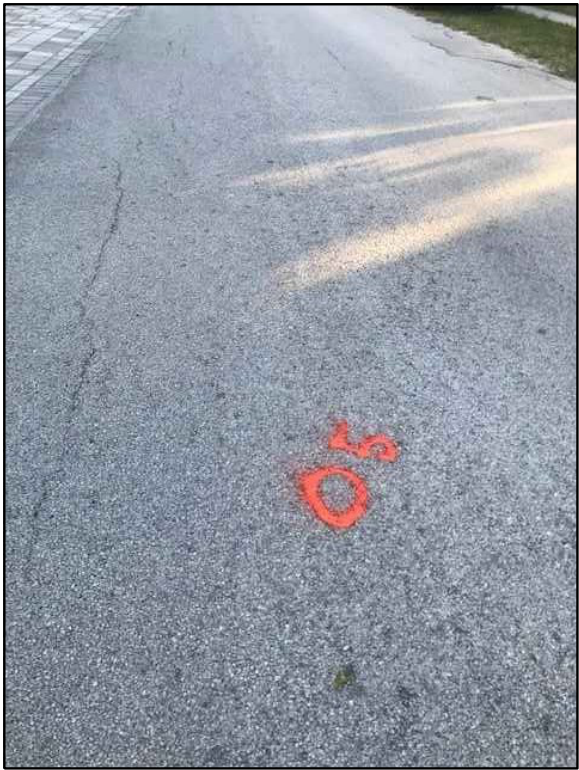
PC-3



PC-4



PC-5



PC-6



PC-7



PC-8



ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

PAVEMENT CORE PHOTOGRAPHS

**GEOTECHNICAL ENGINEERING EVALUATION
IMPROVEMENS TO SW SEMINOLE DRIVE
FROM SW OSCEOLA STREET TO SW YALAHA STREET
INDIANTOWN, MARTIN COUNTY, FLORIDA**

Drawn by: PGA

Checked by: DPA

AACE File No: 22-144

Date: March 2022

Date: March 2022

Sheet No. 2

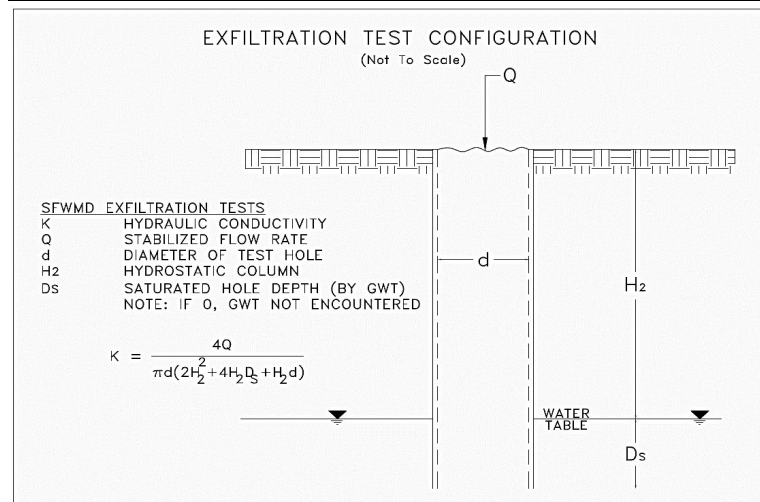


Andersen Andre Consulting Engineers, inc.

SFWMD Usual Open Hole Test

Test Number	EX-1	Project Name	Seminole Drive Improvements	Weather Conditions	Clear
		Project Number	22-144	Temperature	80F
		Test Location	Refer to Sheet No. 1	Technician	DTH
		Date	03/04/2022	Engineer	PA

DIAMETER OF TEST HOLE (FEET): $d =$	0.5
DEPTH OF TEST HOLE (FEET): $H_1 =$	6
DEPTH TO WATER TABLE (FEET): $H_2 =$	4.3
SATURATED HOLE DEPTH (FEET): $D_s =$	1.7
METER READING (Gallons): $V_i =$	0 @ 0.00 MIN
METER READING (Gallons): $V_f =$	15 @ 10.00 MIN
AVERAGE FLOW RATE (GPM):	1.50
"STABILIZED" FLOW RATE (CFS): $Q =$	3.3E-03
HYDRAULIC CONDUCTIVITY (CFS / FT ² - FT. HEAD): $K =$	1.2E-04



Soil Profile	
Depth (in-bls)	Description
0 - 4	Topsoil
4 - 72	Light brown fine sand (SP)
Groundwater encountered 52" below grade	

NOTES:

The hydraulic conductivity test was performed in general accordance with the methods described in the South Florida Water Management District (SFWMD) Environmental Resource Permit Information Manual (Volume IV).

The K-value was calculated based on the exfiltration test procedure as shown hereon.

The presented hydraulic conductivity (K) value is applicable for an exfiltration trench installed at the same depth as the borehole test. The K-value represents an ultimate value. The designer should decide on the required factor of safety (minimum of 2, per SFWMD).



United States
Department of
Agriculture

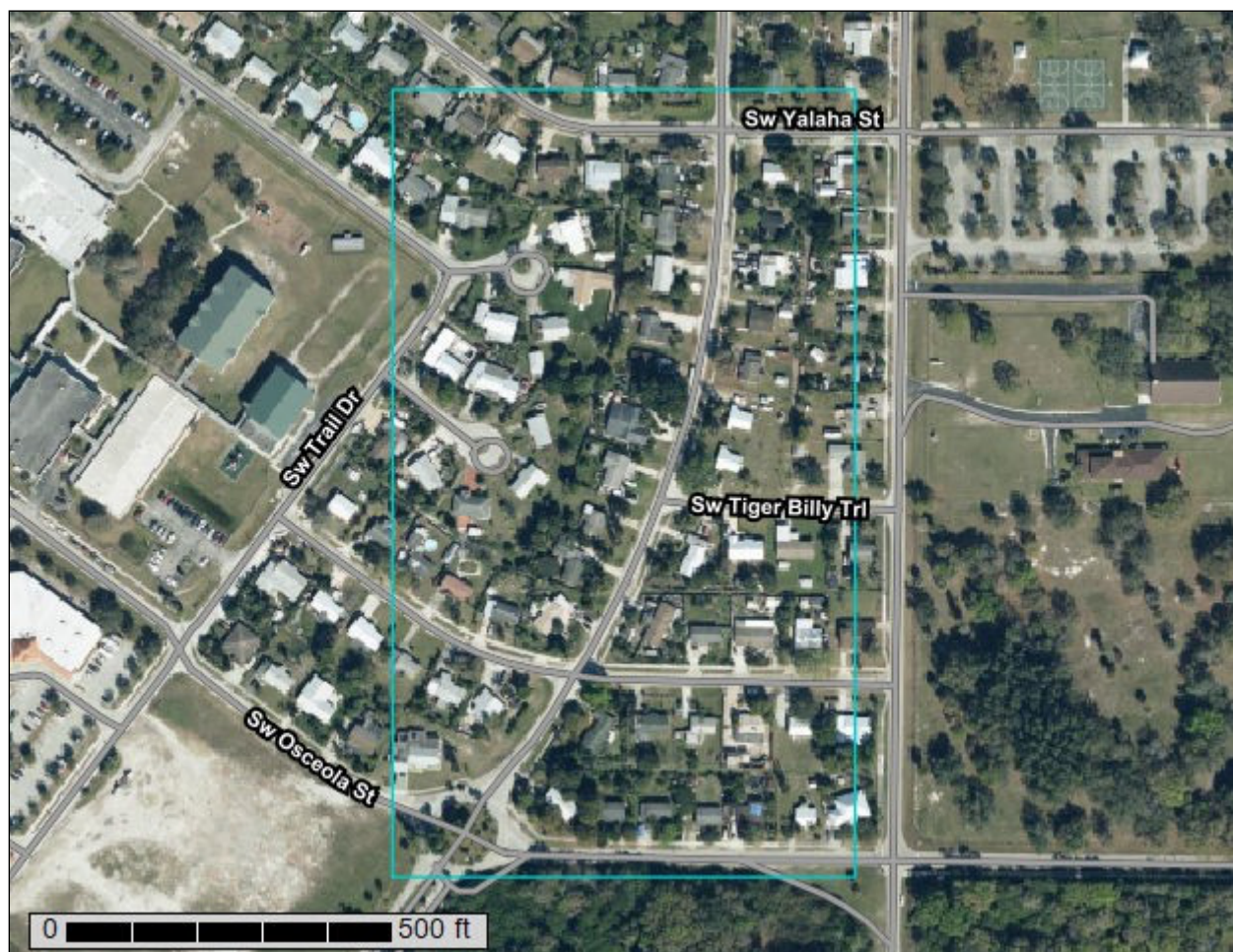
NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Martin County, Florida

Seminole Drive, Indiantown




March 7, 2022

Custom Soil Resource Report Soil Map (Seminole Drive, Indiantown)



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Martin County, Florida

Survey Area Data: Version 20, Aug 25, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 25, 2019—Jan 29, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend (Seminole Drive, Indiantown)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
4	Waveland and Immokalee fine sands	19.7	100.0%
Totals for Area of Interest		19.7	100.0%

Map Unit Descriptions (Seminole Drive, Indiantown)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The

delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Martin County, Florida

4—Waveland and Immokalee fine sands

Map Unit Setting

National map unit symbol: 1jq7n
Elevation: 0 to 80 feet
Mean annual precipitation: 56 to 64 inches
Mean annual air temperature: 72 to 79 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Waveland and similar soils: 41 percent
Immokalee and similar soils: 39 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Waveland

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 4 inches: fine sand
Eg - 4 to 43 inches: fine sand
Bh1 - 43 to 47 inches: fine sand
Bh2 - 47 to 77 inches: loamy fine sand
Cg1 - 77 to 91 inches: fine sand
Cg2 - 91 to 99 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 30 to 50 inches to ortstein
Drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 1.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)

Custom Soil Resource Report

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL), South Florida Flatwoods (R156BY003FL)
Hydric soil rating: No

Description of Immokalee

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 6 inches: fine sand
E - 6 to 35 inches: fine sand
Bh - 35 to 54 inches: fine sand
BC - 54 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 5.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: B/D
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL), South Florida Flatwoods (R156BY003FL)
Hydric soil rating: No

Minor Components

Lawnwood

Percent of map unit: 4 percent
Landform: Marine terraces on flatwoods
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL), South Florida Flatwoods (R156BY003FL)
Hydric soil rating: No

Basinger

Percent of map unit: 4 percent

Custom Soil Resource Report

Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL), Slough (R156BY011FL)
Hydric soil rating: Yes

Nettles

Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL), South Florida Flatwoods (R156BY003FL)
Hydric soil rating: No

Placid

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G156BC145FL), Freshwater Marshes and Ponds (R156BY010FL)
Hydric soil rating: Yes

Jonathan

Percent of map unit: 3 percent
Landform: Rises on marine terraces
Landform position (three-dimensional): Interfluvium
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on rises, knolls, and ridges of mesic uplands (G156BC121FL), South Florida Flatwoods (R156BY003FL)
Hydric soil rating: No

Salerno

Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL), South Florida Flatwoods (R156BY003FL)
Hydric soil rating: No

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

Project Limitations and Conditions

Andersen Andre Consulting Engineers, Inc. has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices. No other warranty, expressed or implied, is made herein. Further, the report, in all cases, is subject to the following limitations and conditions:

VARIABLE/UNANTICIPATED SUBSURFACE CONDITIONS

The engineering analysis, evaluation and subsequent recommendations presented herein are based on the data obtained from our field explorations, at the specific locations explored on the dates indicated in the report. This report does not reflect any subsurface variations (e.g. soil types, groundwater levels, etc.) which may occur adjacent or between borings.

The nature and extent of any such variations may not become evident until construction/excavation commences. In the event such variations are encountered, Andersen Andre Consulting Engineers, Inc. may find it necessary to (1) perform additional subsurface explorations, (2) conduct in-the-field observations of encountered variations, and/or re-evaluate the conclusions and recommendations presented herein.

We at Andersen Andre Consulting Engineers, Inc. recommend that the project specifications necessitate the contractor immediately notifying Andersen Andre Consulting Engineers, Inc., the owner and the design engineer (if applicable) if subsurface conditions are encountered that are different from those presented in this report.

No claim by the contractor for any conditions differing from those expected in the plans and specifications, or presented in this report, should be allowed unless the contractor notifies the owner and Andersen Andre Consulting Engineers, Inc. of such differing site conditions. Additionally, we recommend that all foundation work and site improvements be observed by a Andersen Andre Consulting Engineers, Inc. representative.

SOIL STRATA CHANGES

Soil strata changes are indicated by a horizontal line on the soil boring profiles (boring logs) presented within this report. However, the actual strata change may be more gradual and indistinct. Where changes occur between soil samples, the locations of the changes must be estimated using the available information and may not be at the exact depth indicated.

SINKHOLE POTENTIAL

Unless specifically requested in writing, a subsurface exploration performed by Andersen Andre Consulting Engineers, Inc. is not intended to be an evaluation for sinkhole potential.

MISINTERPRETATION OF SUBSURFACE SOIL EXPLORATION REPORT

Andersen Andre Consulting Engineers, Inc. is responsible for the conclusions and recommendations presented herein, based upon the subsurface data obtained during this project. If others render conclusions or opinions, or make recommendations based upon the data presented in this report, those conclusions, opinions and/or recommendations are not the responsibility of Andersen Andre Consulting Engineers, Inc.

CHANGED STRUCTURE OR LOCATION

This report was prepared to assist the owner, architect and/or civil engineer in the design of the subject project. If any changes in the construction, design and/or location of the structures as discussed in this report are planned, or if any structures are included or added that are not discussed in this report, the conclusions and recommendations contained in this report may not be valid. All such changes in the project plans should be made known to Andersen Andre Consulting Engineers, Inc. for our subsequent re-evaluation.

USE OF REPORT BY BIDDERS

Bidders who are reviewing this report prior to submission of a bid are cautioned that this report was prepared to assist the owners and project designers. Bidders should coordinate their own subsurface explorations (e.g.; soil borings, test pits, etc.) for the purpose of determining any conditions that may affect construction operations. Andersen Andre Consulting Engineers, Inc. cannot be held responsible for any interpretations made using this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which may affect construction operations.

IN-THE-FIELD OBSERVATIONS

Andersen Andre Consulting Engineers, Inc. attempts to identify subsurface conditions, including soil stratigraphy, water levels, zones of lost circulation, "hard" or "soft" drilling, subsurface obstructions, etc. However, lack of mention in the report does not preclude the presence of such conditions.

LOCATION OF BURIED OBJECTS

Users of this report are cautioned that there was no requirement for Andersen Andre Consulting Engineers, Inc. to attempt to locate any man-made, underground objects during the course of this exploration, and that no attempts to locate any such objects were performed. Andersen Andre Consulting Engineers, Inc. cannot be responsible for any buried man-made objects which are subsequently encountered during construction.

PASSAGE OF TIME

This report reflects subsurface conditions that were encountered at the time/date indicated in the report. Significant changes can occur at the site during the passage of time. The user of the report recognizes the inherent risk in using the information presented herein after a reasonable amount of time has passed. We recommend the user of the report contact Andersen Andre Consulting Engineers, Inc. with any questions or concerns regarding this issue.