

**CITY OF WILDWOOD**  
**Lake Deaton Park Pier Decking Renovation**

**PROJECT MANUAL**  
**OCTOBER 2023**



**Prepared By**



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**CPH Job No. W12811**

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### LAKE DEATON PARK PIER DECKING RENOVATION

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## SECTION 00100

### INVITATION FOR BIDS

#### LAKE DEATON PARK PIER DECKING RENOVATION

Advertisement For Bids

Published on DEMANDSTAR.COM on 10/13/2023.

PUBLIC NOTICE is hereby given by the City of Wildwood, a municipal corporation existing under the laws of the State of Florida. The City invites interested, licensed and qualified firms to submit competitive sealed proposals in response to the Invitation for Bids for the Lake Deaton Park Pier Decking Renovation Project as outlined in the bid documents. Bidding documents are available by accessing the City of Wildwood website (DEMANDSTAR.COM). Sealed responses shall be submitted to the City of Wildwood Office of the City Clerk, 100 N. Main Street, Wildwood, FL 34785, no later than November 17, 2023 at 11:30 A.M. local time. All questions shall be submitted to [Bids@cphcorp.com](mailto:Bids@cphcorp.com) no later than November 3, 2023 at 5:00 P.M. local time.

M/WBEs are encouraged to participate in the bidding for this project. Bids will be immediately opened after the bid due date and time and read aloud in Commission Conference Room 124 at 100 N. Main Street, Wildwood, FL 34785.

The Project consists of renovations to the decking and railing of the existing fishing pier and boat dock at Lake Deaton Park. In addition, modifications to the park's access and parking (including new paving and sidewalk) will be made to bring the site up to ADA compliance.

The City of Wildwood has no obligation to open or otherwise consider bids delivered after the date and time indicated above. Please note that transmittal of the Bid and required Bid Submittals via facsimile or e-mail or by any means other than in a sealed envelope will not be opened or considered. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's office at [jbarnes@wildwood-fl.gov](mailto:jbarnes@wildwood-fl.gov) forty-eight (48) hours in advance of the meeting.

There will be a **non-mandatory** Pre-Bid meeting held on 10/20/2023 at 2:00 P.M. Local Time at Wildwood City Hall, 100 N. Main Street, Wildwood, FL 34785.

Electronic copies (PDF format) of solicitation packages including specifications, terms, conditions, general instructions and bid submission documents are now available and may be obtained from DEMANDSTAR.COM. Requests to obtain Bid Documents can be submitted via e-mail to Thomas Rigwood with the City of Wildwood ([trigwood@wildwood-fl.gov](mailto:trigwood@wildwood-fl.gov)), Attention: Lake Deaton Park Pier Decking Renovation. Each request shall include the name, business name, address, telephone, and e-mail address of the requesting party. Each request shall indicate whether the requesting party is a general contractor, subcontractor, manufacturer, or supplier. DEMANDSTAR.COM will maintain a list of registered holders of the solicitation package. Only registered holders of the Solicitation Package will receive addenda or uploaded responses to bid questions.

Each Bid shall be accompanied by a Bid Bond for 5% of the maximum Bid amount. Each BID shall be submitted in duplicate originals in one sealed envelope with the name and address of the Bidder and the bid date and time on the outside along with the following information: "BID FOR LAKE DEATON PARK PIER DECKING RENOVATION"

All questions regarding the project should be directed in writing to CPH, LLC, Attention: LAKE DEATON PARK PIER DECKING RENOVATION, via email to [Bids@cphcorp.com](mailto:Bids@cphcorp.com). Questions received less than seven (7) calendar days prior to bid opening will not be answered.

The City of Wildwood reserves the right to accept or reject any or all bids in whole or in part with or without cause, to waive technicalities, or to accept the bid(s) which, in its judgment, best serves the interest of the City.

**END OF SECTION**

## SECTION 00200

### INSTRUCTIONS TO BIDDER

#### PART 1 GENERAL

##### 1.01 Bidding Documents

- A. Bidding Documents include the Invitation for Bids, Instructions to Bidders, Bid Form, other sample bidding and contract forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.
- B. Bidding Documents may be obtained in compliance with the Invitation for Bids. No partial sets of the Bidding Documents will be issued. Complete sets of Bidding Documents shall be used in preparing bids. Neither the Owner nor the Engineer will assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

##### 1.02 Bidder Questions

Any Bidder who is in doubt as to the true meaning of any part of the Bidding Documents, or finds a discrepancy or omission therein, may submit to the Engineer an email request for an interpretation or correction. The person submitting the request shall be responsible for its delivery to the Engineer at least ten (10) days prior to the bid opening date. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

##### 1.03 Addenda

Addenda will be available to all registered plan holders who received a complete set of the Solicitation Package from DEMANDSTAR.COM. All Addenda issued during the time of bidding shall form a part of the Contract Documents, shall be covered in the Bid, and shall become a part of the Contract. Receipt of each Addendum shall be acknowledged in the Bid Form; failure to do so may subject the Bidder to disqualification. It shall be the Bidder's responsibility to ensure that they have received all Addenda prior to bid. The Owner and Engineer shall not be responsible for non-receipt or untimely receipt of Addenda. It is the responsibility of the Bidder to make sure it has received all issued addenda prior to submitting its Bid.

##### 1.04 Examination of Documents and Inspection of Site

Before submitting a Bid, Bidders shall carefully examine the Bidding Documents and inspect the project site to fully inform themselves of all existing conditions and limitations. Each Bidder, by submitting his Bid, represents that they have so examined the Bidding Documents and inspected the site, that they understand the provisions of the Bidding Documents and that they have familiarized themselves with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions, which could have been determined by such examinations.

### **1.05 Bidder's Interest in More Than One Bid**

No person, firm, or corporation shall be allowed to make, file, or have an interest in more than one Bid for the same work, unless Alternates are called for. A person, firm, or corporation who has submitted a sub-bid to a Bidder or who has quoted prices on materials to a Bidder is not hereby disqualified from submitting a sub-bid or quoting prices to other Bidders, or from bidding as a prime contractor.

### **1.06 Certificates and Licenses**

Bidders must be properly licensed to perform the Contract Work. Proper licensing shall be as defined by Florida Statutes and the license shall be issued by the Florida Dept. of Business and Professional Regulation Construction Industry Licensing Board.

### **1.07 Public Entity Crimes - Denial or Revocation of Right to Transact Business With a Public Entity**

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 Florida Statutes (FS) 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

### **1.08 Rejection of Bidders Under Litigation**

The Owner reserves the right to reject the Bid of any Bidder who is behind, as determined by the Owner or Engineer, on the completion schedule for any existing contracts; who has failed to properly progress work on any construction contract with any governmental agency within the past five (5) years; who is currently under litigation with the Owner; who is in litigation with any governmental agency within the past five (5) years; who is involved in any dispute resolution procedure with any governmental agency within the past five (5) years; who has previously defaulted on a contract with any governmental agency within the past five (5) years; or who has previously failed to satisfy all requirements related to life safety including, but not limited to, the maintenance of traffic provisions on existing or previous agreements with any governmental agency within the past five (5) years.

### **1.09 Debarred or Suspended Bidders**

The Bidder certifies, by submission of its Proposal (Bid), that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with any federal department or agency. The Owner reserves the right to reject any bid from a debarred or suspended Bidder or from a Bidder whose principals are debarred or suspended.

### **1.10 Form of Bid**

- A. Each Bid shall be submitted on the Bid Form included as one of the Bidding Documents. The Bidder is not permitted to make changes in the Bid Form provided. The Bidder shall fill in spaces on the Bid Form by typewriter, computer, or manually in ink. When a Bidder submits a Bid and fills in information, which is then changed, each change must be initialed by the person signing the Bid.
- B. Where so indicated by the makeup of the Bid Form, amounts shall be expressed in both words and figures, and in case of discrepancy between the two, the amount in words shall govern.
- C. The Bid Form shall be completely filled out including the Bidder information; acknowledgement of receipt of all Addenda; the Lump Sum Bid Amount; the completed Schedule of Values; the Lump Sum amount for alternate bid items; the completed Bidder Submittal checklist; and the bid properly signed and dated by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. A bid submitted by a partnership shall be signed in the name of the firm by one or more of the partners.
- D. No conditional Bids will be accepted. Alternate Bids will not be considered unless called for. Oral proposals or modifications will not be considered. The Owner reserves the right to reject a bid that is unbalanced based on the Schedule of Values.
- E. All submitted bid packages including alternate bid items become the property of the Owner.

### **1.11 Bid Security**

Bid Security is not required for this Project.

### **1.12 Submission of Bids**

- A. Submit two duplicate originals of the Bid, Bid Security, and all other documents required to be submitted with the Bid. Enclose in a single sealed opaque envelope, addressed to the party receiving the Bids. Label on the outside of the envelope the Project name, project number (if applicable), and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof.
- B. Bids shall be delivered to the designated location prior to the time and date for receipt of Bids indicated in the Invitation for Bids or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened to the person or firm submitting the Bid.



- C. The Bidder shall assume full responsibility for timely delivery of his Bid to the designated location.

**1.13 Modification and Withdrawal of Bids**

- A. Bids may not be modified after submittal; however, they may be withdrawn at any time prior to the Bid Opening time and date.
- B. Withdrawal requests shall be made in writing and must be received by the Owner before the time and date stated or as addended for the Bid Opening. Properly withdrawn Bids will be returned unopened to the person or firm submitting the Bid.
- C. A Bidder who withdraws his Bid may submit a new Bid in the same manner as specified under "Submission of Bids".
- D. If a Contract is not awarded within 90 calendar days after opening of Bids, a Bidder may file a written request with the Owner for the return of his Bid.

**1.14 Basis of Award**

- A. The Owner reserves the right to accept or reject any or all bids in whole or in part with or without cause, to waive technicalities, or to accept the bid(s) which, in its judgment, best serves the interest of the Owner.
- B. Except in cases where the Owner exercises the right to reject all Bids, the Contract will be awarded by the Owner, as soon as practicable after Opening of Bids, to the responsive, responsible Bidder who has submitted the lower individual or combination Bid.
- C. The lowest Bid will be determined by comparison of the "Lump Sum Price" stipulated on the Bid Form, plus any combination of Additive or Deductive Alternate Bid Items of the Owner's choosing. If the stated "Lump Sum Price" conflicts with the sum of the Total Prices on the Schedule of Values, then the sum of the Total Prices on the Schedule of Values prevails.

**1.15 Responsiveness Requirements**

- A. All Bidders are required to be responsive. Failure to meet any of the responsiveness requirements set forth herein may result in the Bidder being judged non-responsive.
- B. To be judged responsive, the Bidder shall execute, and return the following forms and required information with the Bid:

<b>Section</b>	<b>Form / Information</b>
00410	Proposal (Bid Form) Including Acknowledgment of All Issued Addenda
00430	Trench Safety Form

<b>Section</b>	<b>Form / Information</b>
00432	Non Collusion Affidavit
00434	Conflict of Interest Affidavit
00436	Florida Statutes on Public Entity Crimes Affidavit
00438	Compliance With the Public Records Law Affidavit
00440	Bidder Information and Affidavit
00450	Certification Of Non-Segregated Facilities Form
00452	Disputes Disclosure Form
00454	Drug Free Workplace Form
00455	Certification Regarding Non-Scrutinized Companies
00456	Unauthorized (Illegal) Alien Workers Affidavit
00457	Hold Harmless Agreement
00459	Immigration Affidavit Certification
00460	Americans With Disabilities Act Affidavit
00462	Equal Employment Opportunity Certification
00463	Certification Regarding Debarment
00465	Schedule of Proposed Subcontractors
---	Copies of Licenses Issued by the State of Florida Dept. of Business and Professional Regulation Construction Industry Licensing Board

- C. If the Invitation to Bids requires attendance at a mandatory Pre-Bid meeting, then Bids submitted from Bidders who do not attend the mandatory Pre-Bid meeting will be judged non-responsive; unless providentially hindered as to such required attendance due to provable circumstances beyond the control of the Bidder whereupon mandatory attendance may be waived at the sole discretion of the Owner.

### **1.16 Responsibility Requirements**

- A. All Bidders are required to be responsible. Failure to meet any of the responsibility requirements set forth herein may result in the Bidder being judged non-responsive. Bids from non-responsive bidders may be accepted or rejected at the discretion of the Owner.
- B. To be judged responsible, the Bidder shall meet the following standards:
1. The Bidder shall be properly licensed and shall have a satisfactory record of integrity, judgment, and performance as a corporation (including its shareholders and officers), partnership, or as a sole proprietorship, including in particular, any prior performance upon contracts from the State and the Owner.
  2. The Bidder shall have at least three (3) years of experience as a prime contractor.
  3. The Bidder shall have performed as a prime contractor on at least three (3) projects of similar type and size as the proposed contract work.
  4. The Bidder shall be able to comply with the required completion schedule for the project.

5. The Bidder shall have adequate financial resources to perform the work, and shall have an adequate financial management system and audit procedure which provides efficient and effective accountability and control of all property, funds, and assets. The Bidder shall be able to demonstrate this in accordance with the requirements described herein
6. The Bidder shall conform with the civil rights, equal employment opportunity and labor law requirements of the Bid Documents.

### **1.17 Bidder Evaluation Submittal Requirements**

- A. Within 7 calendar days after being notified of being the apparent lowest, responsive Bidder, the Bidder shall submit the following information to the Owner or Engineer for evaluation to determine compliance with the responsibility requirements. The following information may also be required to be submitted by the second and third low bidders within 7 calendar days, if notified by the Owner or Engineer.
  1. Resumes of key personnel, especially those personnel proposed for work on this Project.
  2. Provide a list of equipment and quantities currently owned or under lease to the Bidder and available for the work.
  3. List of personnel, by name and title, contemplated to perform the work.
  4. Provide financial information in accordance with the following:
    - a. For projects where the total base bid is \$600,000.00 or less, provide a current Compilation Statement of the Bidder, prepared by a Certified Public Accountant (CPA).
    - b. For projects where the total base bid is \$600,000.01 up to \$10,000,000.00, provide a current Percentage of Completion Review of the Bidder, prepared by a CPA.
    - c. The financial information shall reflect the most current fiscal year, and in no case no more than 16 months old.
- B. The Owner reserves the right to waive submittal of any or all of the above informational requirements of the Bidder.

### **1.18 Award of Contract**

If the contract is to be awarded, the Owner or its agent will deliver to the successful low bidder a Notice of Award and Agreement form within ninety (90) days after the day of the bid opening. The successful low bidder shall sign and return the Agreement and required bonds and insurance within fourteen (14) days of receipt of the Notice of Award.

### **1.19 Bonds and Insurance**

- A. Upon award of the contract, the Bidder, simultaneously with the execution of the Agreement, shall furnish certificates of insurance, performance bond, and payment bond. The insurance coverage requirements are included in the Bidding Documents.

- B. The successful Bidder shall, before commencing the work, record said Payment and Performance Bond in the public records of the County where the improvement is located in accordance with FS 255.05.

**1.20 Waiver**

Each Bidder agrees to waive any claims it has or may have against the Owner, Engineer, and their respective officers, employees, agents, designees, successors, legal representatives or assigns, arising out of or in connection with the administration, evaluation, recommendation, rejection or award of any bid.

**PART 2 PRODUCTS - Not Used**

**PART 3 EXECUTION - Not Used**

**END OF SECTION**

**SECTION 00320**  
**GEOTECHNICAL DATA**

**PART 1 GENERAL**

**1.01 Description**

- A. The following Geotechnical report(s) were prepared for the Owner, copies of which are provided with the Bid Documents:
  - 1. Lake Deaton Park Pier Decking Renovation Report of Geotechnical Consulting Services, prepared by Universal Engineering Sciences (UES), Project No. 0230.23000061.0000, Report No. 2024867, dated July 5<sup>th</sup>, 2023.
- B. The Contractor shall examine the project area and contact the Owner should they feel additional site soils and subsurface investigations are necessary to construct the proposed improvements as required by the contract documents.
- C. Soils information from USDA Natural Resources Conservation Service, Soil Map - Sumter County, Florida, downloaded on 7/29/22 is contained in Appendix A.

**PART 2 PRODUCTS - Not Used**

**PART 3 EXECUTION - Not Used**

**END OF SECTION**

**SECTION 00410**  
**PROPOSAL (BID FORM)**

**PART 1 GENERAL**

**1.01 Description**

The following Bid, for the Lake Deaton Park Pier Decking Renovation, is hereby made to City of Wildwood, hereafter called the Owner. This Bid is submitted by: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Fill in the Name, address, and telephone number of Bidder above.*

**1.02 The Undersigned:**

A. Acknowledges receipt of:

1. Project Manual and Drawings identified within the Project Manual.

2. Addenda:	Number	_____	Dated	_____
	Number	_____	Dated	_____
	Number	_____	Dated	_____
	Number	_____	Dated	_____
	Number	_____	Dated	_____
	Number	_____	Dated	_____

B. Has examined the site and all Bidding Documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same.

C. Agrees:

1. To hold this Bid open for 90 calendar days after the bid opening date.

2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.

3. To enter into and execute a contract with the Owner, if awarded on the basis of this Bid, and to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the Instructions to Bidders.

4. To accomplish the work in accordance with the Contract Documents.

Lake Deaton Park Pier Decking Renovation  
NAME OF BIDDER: \_\_\_\_\_

**PROPOSAL (BID FORM)**

- 5. To begin Work after the issuance of a Notice to Proceed, unless otherwise provided, and substantially complete the Work within 60 calendar days of the date of the Notice to Proceed.
- 6. To accept the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

**1.03 Lump Sum Price**

The undersigned will construct this Project for the Base Bid Lump Sum Price of \$\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**1.04 Schedule of Values**

The Bidder hereby indicates the following total units and total prices which represent all materials, labor, equipment, transportation, performance of all operations relative to construction of the Project, overhead, and costs of all kinds and profit to complete the work items in accordance with the Project Manual, plans, and permits. Work for which there is not a listed item below shall be considered incidental to the Contract and no additional compensation will be allowed.

ITEM	DESCRIPTION	UNIT	QUANTITY	TOTAL PRICE
<b>1</b>	<b>General Conditions</b>			
1.01	Bonds and Insurance	LS	1	
1.02	Mobilization	LS	1	
1.03	Maintenance of Traffic			
1.04	Demobilization, Cleanup, Project Closeout (Incl. Record Drawings and Material and Workmanship Bond)	LS	1	
<b>2</b>	<b>Sitework</b>			
2.01	Erosion and Sediment Control, Demolition, Clearing and Grubbing	LS	1	
2.02	Asphalt Paving	LS	1	
2.03	Concrete Sidewalk	LS	1	
2.04	Signing and Pavement Markings	LS	1	
2.05	Pier Framing, Pile Extensions, Reinforced Concrete End Support at Sidewalk Connection	LS	1	
2.06	Pier Deck and Handrails	LS	1	
<b>TOTAL LUMP SUM BID PRICE</b>				<b>\$</b>

Lake Deaton Park Pier Decking Renovation  
 NAME OF BIDDER: \_\_\_\_\_

PROPOSAL (BID FORM)

**1.05 Miscellaneous Requirements and Affirmations**

- A. Proposals (Bids) must be on the Bid Form.
- B. The Bidder acknowledges the receipt, execution, and return of the following forms and required information with the Bid (the Bidder is to fill out the far right column in the below Table):

<b>Section</b>	<b>Form / Information</b>	<b>Submitted by Bidder with Bid (Y/N)</b>
00410	Proposal (Bid Form) Including Acknowledgment of All Issued Addenda	
00430	Trench Safety Form	
00432	Non Collusion Affidavit	
00434	Conflict of Interest Affidavit	
00436	Florida Statutes on Public Entity Crimes Affidavit	
00438	Compliance With the Public Records Law Affidavit	
00440	Bidder Information and Affidavit	
00450	Certification Of Non-Segregated Facilities Form	
00452	Disputes Disclosure Form	
00454	Drug Free Workplace Form	
00455	Certification Regarding Non-Scrutinized Companies	
00456	Unauthorized (Illegal) Alien Workers Affidavit	
00457	Hold Harmless Agreement	
00459	Immigration Affidavit Certification	
00460	Americans With Disabilities Act Affidavit	
00462	Equal Employment Opportunity Certification	
00463	Certification Regarding Debarment	
00465	Schedule of Proposed Subcontractors	
---	Copies of Licenses Issued by the State of Florida Dept. of Business and Professional Regulation Construction Industry Licensing Board	



**1.06** RESPECTFULLY SUBMITTED, signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
By (Signature) Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City State Zip Code

(CORPORATE SEAL)

\_\_\_\_\_  
Telephone No. Facsimile No.

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

ATTEST:

\_\_\_\_\_  
By (Signature) Date

\_\_\_\_\_  
Printed Name and Title

**END OF SECTION**

**SECTION 00432**

**NON COLLUSION AFFIDAVIT**

The undersigned, by signing this document hereby certifies that the company named below hereby is or does:

1. States that the entity named below and the individual signing this document has submitted the attached bid or proposal:
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Said bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said bidder or proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, proposer, firm or person to submit a collusive or sham bid or proposal in connection with the Contract for which the attached bid or proposal has been submitted or to refrain from bidding or proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, proposer, firm or person to fix the price or prices in the attached bid or proposal or of any other bidder or proposer, or to fix any overhead, profit or cost element of the bid or proposal price or the bid or proposal price of any other bidder or proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract.
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or proposer or any of its agents, representatives, owners, employees, or parties in interest, including the individual signing this document.

---

Bidder

---

Signature of Authorized Representative (Affiant) Date

---

Printed or Typed Name and Title of Authorized Representative (Affiant)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_, whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation / LLC.

*(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and name of the Corporation or LLC)*

\_\_\_\_\_  
Signature of Notary Public - State of Florida                      Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**END OF SECTION**

**SECTION 00434**

**CONFLICT OF INTEREST AFFIDAVIT**

**Project Name:** Lake Deaton Park Pier Decking Renovation

**Bid No.:** \_\_\_\_\_

The Affiant identified below deposes and states that:

1. The below named Bidder is submitting a Bid to the Owner for the project named above.
2. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
3. The Affiant states that only one submittal for the above project is being submitted and that the below named Bidder has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the below named Bidder has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the Bidder's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project
5. Neither the Bidder nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
6. Neither the Bidder, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the Bidder's ownership, management, or staff has a vested interest in any aspect of the Owner.
8. I certify that no member of the Bidder's ownership or management is presently applying for an employee position with the Owner or actively seeking an elected position with the Owner (where the Owner is a governmental agency).
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the below named Bidder, will immediately notify the Owner in writing.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature of Authorized Representative (Affiant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name and Title of Authorized Representative (Affiant)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_, whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation / LLC.

*(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and name of the Corporation or LLC)*

\_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**END OF SECTION**

**SECTION 00436**

**FLORIDA STATUTES ON PUBLIC ENTITY CRIMES AFFIDAVIT**

**Project Name:** Lake Deaton Park Pier Decking Renovation

**Bid No.:** \_\_\_\_\_

The Affiant identified below attests to the following:

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

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Note: indicate which of the below statements apply)

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agent 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.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members 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 a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (You must attach a copy of the final order.)

I understand that the submission of this form to the Owner and is for the Owner only and, that this form is valid through December 31, of the calendar year in which it is filed. I also understand that i am required to inform the Owner prior to entering in to a contract in excess of the threshold amount provided in section 287.017, Florida Statues, for category two of any change in the information contained in this form.

\_\_\_\_\_  
Bidder FEIN No.

\_\_\_\_\_  
Signature of Authorized Representative (Affiant) Date

\_\_\_\_\_  
Printed or Typed Name and Title of Authorized Representative (Affiant)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_, whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation / LLC.

*(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and name of the Corporation or LLC)*

\_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**END OF SECTION**



**SECTION 00438**

**COMPLIANCE WITH THE PUBLIC RECORDS LAW AFFIDAVIT**

Upon award recommendation or 30 days after opening, it is understood that all submittals to governmental entities shall become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, and Section 24(a), Article 1 of the Constitution of the State of Florida, and other controlling law (collectively the "Public Records Laws"). If the Owner rejects all replies submitted in response to a competitive solicitation and provides notice of its intent to reissue the solicitation, the replies remain exempt from disclosure until the Owner provides a notice of intent to award or withdraws the reissued solicitation. If no award is made, responses are not exempt for longer than 12 months after the initial notice rejecting all responses.

Proposers/Bidders must invoke the exemptions to disclosure provided by law as applicable to the response to the solicitation, must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of the Proposer's/Bidder's credit data to the Owner.

If a Proposer/Bidder submits information exempt from public disclosure, the Proposer/Bidder must specifically and in detail identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Laws, identifying the specific exemption under the Public Records Laws that applies to each. The protected information must be submitted to the Owner in a separate envelope marked accordingly.

By submitting a response to this solicitation, the Proposer/Bidder agrees to defend, indemnify and hold the City harmless in the event the Owner litigates the public records status of the Proposer's/Bidder's documents. This provision obligates the Proposer/Bidder to pay the full legal costs of the Owner including, but not limited to, attorneys fees, court costs, and any and all other charges, regardless of what level of trial or appeal.

---

Bidder

---

Signature of Authorized Representative (Affiant) Date

---

Printed or Typed Name and Title of Authorized Representative (Affiant)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_, whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation / LLC.

*(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and name of the Corporation or LLC)*

\_\_\_\_\_  
Signature of Notary Public - State of Florida                      Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**END OF SECTION**

**SECTION 00440**

**BIDDER INFORMATION AND AFFIDAVIT**

State the true, exact, correct and complete name of the company, partnership, corporation, trade or fictitious name under which the Bidder does business and the address of the place of business.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Phone No. of Bidder                      Fax No. of Bidder                      Bidder E-Mail Address

The Bidder is (check one of the following):

- ( ) An Individual
- ( ) A Partnership
- ( ) A Corporation

Principal Office Address: \_\_\_\_\_

1. Officer Information and Key Personnel: Each Bidder must ensure that the officer information provided below is in accordance with the Bidder's corporate registration supplied to the Secretary of State. The Bidder must provide with its bid submittal the necessary information to verify the individual signing the bid and or any contract document has been authorized to bind the corporation. For example, provide either: A copy of the Articles of Incorporation listing the approved signatories of the corporation; A letter from the President listing the members of staff that are authorized signatories for the company; or A copy of a corporate resolution listing the members of staff as authorized signatories for the company.

President's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Vice President's  
Name:

---

Address:

---

Phone No.:

---

E-Mail Address:

---

Secretary's Name:

---

Address:

---

Phone No.:

---

E-Mail Address:

---

Treasurer's Name:

---

Address:

---

Phone No.:

---

E-Mail Address:

---

Project Manager's  
Name:

---

Address:

---

Phone No.:

---

E-Mail Address:

---

Project  
Superintendent's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

2. How many years has the Bidder been in business as a Contractor under its present name?
  
3. Under what other former names has the Bidder operated?
  
4. How many years of experience in construction work has the Bidder had as a Prime Contractor?
  
5. List below information concerning projects the Bidder has completed in the last five (5) years as a Prime Contractor for the type of Work required for this project (attach additional sheets as necessary). It is noted that the experience claimed here must be associated with the Bidder named above. The Owner reserves the right to require additional information and to conduct any investigation deemed necessary to evaluate the Bidder.

Name of Project \_\_\_\_\_

Name of Owner \_\_\_\_\_

Owner Reference Contact  
Name \_\_\_\_\_

E-Mail Address and Phone No. \_\_\_\_\_

Start and Completion Dates \_\_\_\_\_

Construction Contract Amount \_\_\_\_\_

Major Construction Items Such as Pipeline Length and Diameters and Type (Water Main,  
Storm Sewer, etc.); Lift Station Size (No. of Pumps and Hp):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Project \_\_\_\_\_

Name of Owner \_\_\_\_\_

Owner Reference Contact  
Name \_\_\_\_\_

E-Mail Address and Phone No. \_\_\_\_\_

Start and Completion Dates \_\_\_\_\_

Construction Contract Amount \_\_\_\_\_

Major Construction Items Such as Pipeline Length and Diameters and Type (Water Main,  
Storm Sewer, etc.); Lift Station Size (No. of Pumps and Hp):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Project \_\_\_\_\_

Name of Owner \_\_\_\_\_

Owner Reference Contact  
Name \_\_\_\_\_

E-Mail Address and Phone No. \_\_\_\_\_

Start and Completion Dates \_\_\_\_\_

Construction Contract Amount \_\_\_\_\_

Major Construction Items Such as Pipeline Length and Diameters and Type (Water Main, Storm Sewer, etc.); Lift Station Size (No. of Pumps and Hp):

---

---

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Name of Project \_\_\_\_\_

Name of Owner \_\_\_\_\_

Owner Reference Contact  
Name \_\_\_\_\_

E-Mail Address and Phone No. \_\_\_\_\_

Start and Completion Dates \_\_\_\_\_

Construction Contract Amount \_\_\_\_\_

Major Construction Items Such as Pipeline Length and Diameters and Type (Water Main, Storm Sewer, etc.); Lift Station Size (No. of Pumps and Hp):

---

---

---

Name of Project \_\_\_\_\_

Name of Owner \_\_\_\_\_

Owner Reference Contact  
Name \_\_\_\_\_

E-Mail Address and Phone No. \_\_\_\_\_

Start and Completion Dates \_\_\_\_\_

Construction Contract Amount \_\_\_\_\_

Major Construction Items Such as Pipeline Length and Diameters and Type (Water Main, Storm Sewer, etc.); Lift Station Size (No. of Pumps and Hp):

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6. Has the Bidder ever failed to complete any work awarded to it? If so, state when, where and why (attach additional sheets as necessary).
  
7. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? If so, state name of individual, name of other organization, and reason therefore (attach additional sheets as necessary).
  
8. State the names, addresses and the type of business of all firms that are partially or wholly owned by the Bidder (attach additional sheets as necessary):
  
9. What is the Bidder's bonding capacity?
  
10. What amount of the Bidder's bonding capacity has been used as of the date of this bid?
  
11. State the name of the Surety Company which will be providing the Performance and Payment Bond, and name and address of the Agent:
  
12. Has the Bidder been in disputes or litigations in the last five (5) years over construction projects which are completed or still pending for completion? If so, describe the nature of the disputes or litigations and state the Owner's Name, Address, Telephone, and amount of disputes or litigations (attach additional sheets as necessary).



The Bidder acknowledges and understands that the information contained in response to this qualifications form shall be relied upon by the Owner in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the Owner to reject the bid or proposal, and if after the award to cancel and terminate the award and/or contract.

Provided along with this document is completed IRS form W-9 and information on authorized signatories for the Bidder.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative (Affiant) Date

\_\_\_\_\_  
Printed or Typed Name and Title of Authorized Representative (Affiant)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_, whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation / LLC.

*(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and name of the Corporation or LLC)*

\_\_\_\_\_  
Signature of Notary Public - State of Florida Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**END OF SECTION**

**SECTION 00450**

**CERTIFICATION OF NON-SEGREGATED FACILITIES FORM**

The Bidder certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of its establishments.

The Bidder further certifies that none of its employees are permitted to perform their services at any location under the Bidder's control during the life of this contract where segregated facilities are maintained.

The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, 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 provided for employees 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 Bidder agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontract exceeding \$10,000 and that it will retain such certifications in its files.

---

Name of Bidder

---

Signature of Authorized Representative

Date

---

Printed or Typed Name and Title of Authorized Representative

**END OF SECTION**

**SECTION 00452**

**DISPUTES DISCLOSURE FORM**

Answer the following questions by answering "YES" or "NO". If you answer "YES", please explain in the space provided, please add a page(s) if additional space is needed.

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years? \_\_\_\_\_ (Y/N)
  
2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? \_\_\_\_\_ (Y/N)
  
3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business? \_\_\_\_\_ (Y/N) Note: If yes, the explanation must state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of the project identified.

\_\_\_\_\_

Firm

\_\_\_\_\_

Signature of Authorized Representative

Date

\_\_\_\_\_

Printed or Typed Name and Title of Authorized Representative

**END OF SECTION**

**SECTION 00454**

**DRUG FREE WORKPLACE FORM**

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that the company named below does:

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 proposed a copy of the statement specified in item 1.
4. In the statement specified in item 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

---

Bidder / Contractor

---

Signature of Authorized Representative Date

---

Printed or Typed Name and Title of Authorized Representative

**END OF SECTION**

**SECTION 00455**

**CERTIFICATION REGARDING NON-SCRUTINIZED COMPANIES**

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars (\$1,000,000.00) or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Bidder, I hereby certify that the company identified below in the section entitled "Bidder/Contractor Name" is not listed on the Scrutinized Companies that Boycott Israel List, is not engaged in any boycott of Israel, is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the successful Bidder to termination of the awarded Agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this certification, is truthful and correct at the time of submission.

---

Name of Bidder / Contractor Name FEIN

---

Mailing Address

---

Phone No. Fax No. E-Mail Address

---

Signature of Authorized Representative Date

---

Printed or Typed Name and Title of Authorized Representative

**END OF SECTION**

**SECTION 00456**

**UNAUTHORIZED (ILLEGAL) ALIEN WORKERS AFFIDAVIT**

The Owner will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA). The Owner shall consider the employment by the Contractor of unauthorized aliens, a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for immediate termination of this Agreement by the Owner.

The Affiant identified below deposes and states that:

1. The below identified Contractor does not and will not during the performance of any contract resulting from the solicitation identified below employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
2. Upon request of the Owner, it will provide copies of Immigration Form I-9 for each person associated with the above named company who has been or is present at the designated jobsite associated with any work or project resulting from this solicitation.

\_\_\_\_\_  
Bidder / Contractor

\_\_\_\_\_  
Signature of Authorized Representative (Affiant) Date

\_\_\_\_\_  
Printed or Typed Name and Title of Authorized Representative (Affiant)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_, whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation / LLC.

*(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and name of the Corporation or LLC)*

\_\_\_\_\_  
Signature of Notary Public - State of Florida Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**END OF SECTION**

**SECTION 00457**

**HOLD HARMLESS AGREEMENT**

The Bidder /Contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract.

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the "CITY" representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

\_\_\_\_\_  
Bidder / Contractor

\_\_\_\_\_  
Signature of Authorized Representative (Affiant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name and Title of Authorized Representative (Affiant)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_, whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation / LLC.

*(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and name of the Corporation or LLC)*

\_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**END OF SECTION**





**END OF SECTION**

**SECTION 00460**

**AMERICANS WITH DISABILITIES ACT AFFIDAVIT**

By executing this Certification, the undersigned Contractor certifies that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the Owner.

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 comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the Owner be held liable for the actions or omissions of the Contractor or any other party or parties to the Agreement for failure to comply with the ADA. The Contractor agrees to hold harmless and indemnify the Owner, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the Contractor's acts or omissions in connection with the ADA.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature of Authorized Representative (Affiant) Date

\_\_\_\_\_  
Printed or Typed Name and Title of Authorized Representative (Affiant)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_, whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation / LLC.

*(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and name of the Corporation or LLC)*

\_\_\_\_\_  
Signature of Notary Public - State of Florida Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**END OF SECTION**

**SECTION 00462**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

**Project Name:** Lake Deaton Park Pier Decking Renovation

**Bid No.:** \_\_\_\_\_

**Note:** This certification is required by 41 *Code of Federal Regulations* Section 60-1.7(b) and is applicable to all federal or state assisted construction contracts and subcontracts with a price exceeding \$10,000; this certification is to be included in all federal assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.] See 2 *Code of Federal Regulations*. Part 200, Appendix II(C). The use of the term "Contractor" herein shall mean the Prime Contractors or Subcontractor executing this document.

The Bidder hereby agrees that it will incorporate or cause to be incorporate into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 *Code of Federal Regulations* Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrow on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance or guarantee, or any application or modification thereof approved by the Federal Government for a grant, contract, loan, insurance, or guarantee under which the Contractor itself participates in the construction work.

During the performance of the contract, the Bidder (Contractor) agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not 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 setting forth the provisions of this nondiscrimination clause.
2. The Bidder / Contractor will, in all solicitation or advertisement 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, 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 advising the said labor union or workers' representatives of the Contractor's commitments under this section, 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 Numbers 11246 of September 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 the Executive Order Number 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by representative of the City of Sanford 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 the contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contract or federally assisted construction contracts in accordance with procedures authorized in Executive Order Numbers 11246 of September 24, 1965, and such other sanctions may imposed and remedies invoked as provided in the Executive Order Numbers 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order/work order (by whatever name) unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order Number 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/work order (by whatever name) as the administering agency may direct 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 by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The Contractor agrees that it will assist

and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order Number 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the cited Executive Orders and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of Executive Order Number 1246 of September 24, 1965.

In addition, the Bidder / Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

\_\_\_\_\_  
Bidder (Prospective Construction Contractor) Employer Identification Number

\_\_\_\_\_  
Signature of Authorized Representative (Affiant) Date

\_\_\_\_\_  
Printed or Typed Name and Title of Authorized Representative (Affiant)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_, whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation / LLC.

*(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and name of the Corporation or LLC)*

\_\_\_\_\_  
Signature of Notary Public - State of Florida Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**END OF SECTION**

**Lake Deaton Park Pier Decking Renovation**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

**00462-3**

**SECTION 00463**

**CERTIFICATION REGARDING DEBARMENT**

**Project Name:** Lake Deaton Park Pier Decking Renovation

**Bid No.:** \_\_\_\_\_

The Bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with any federal department or agency. The City reserves the right to reject any bid from a debarred or suspended Bidder or from a Bidder whose principals are debarred or suspended.

Where the Bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Bidder also certifies that it and its principals and the Bidder's subcontractors and their principals:

1. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
2. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 11.3.1 of this certification; and
3. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default. Where the Bidder is unable to certify to any of the above, such owner shall attach an explanation to this proposal.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The Bidder shall incorporate the foregoing requirements 1 through 3 in all subcontracts.

\_\_\_\_\_  
Bidder (Prospective Construction Contractor)

\_\_\_\_\_  
Employer Identification Number

\_\_\_\_\_  
Signature of Authorized Representative (Affiant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name and Title of Authorized Representative (Affiant)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_, whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation / LLC.

*(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and name of the Corporation or LLC)*

\_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**END OF SECTION**

**SECTION 00465**

**SCHEDULE OF PROPOSED SUBCONTRACTORS**

**Project Name:** Lake Deaton Park Pier Decking Renovation

**Bid No.:** \_\_\_\_\_

Does the Bidder propose to use Subcontractors on the above identified Project (Y/N): \_\_\_\_\_

If the Bidder proposes to use Subcontractors, provide information on each Subcontractor (attach additional sheets as necessary):

Subcontractor Name \_\_\_\_\_

Subcontractor Address \_\_\_\_\_

Subcontractor Contact Name \_\_\_\_\_

Contact Phone No. \_\_\_\_\_

Contact E-Mail Address \_\_\_\_\_

Proposed Subcontract Work \_\_\_\_\_

Approximate Dollar Value of Work \_\_\_\_\_

Is Subcontractor MBE/WBE (Y/N)? \_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Subcontractor Address \_\_\_\_\_

Subcontractor Contact Name \_\_\_\_\_

Contact Phone No. \_\_\_\_\_

Contact E-Mail Address \_\_\_\_\_

Proposed Subcontract Work \_\_\_\_\_

Approximate Dollar Value of Work \_\_\_\_\_

Is Subcontractor MBE/WBE (Y/N)? \_\_\_\_\_



Subcontractor Name \_\_\_\_\_  
Subcontractor Address \_\_\_\_\_  
Subcontractor Contact Name \_\_\_\_\_  
Contact Phone No. \_\_\_\_\_  
Contact E-Mail Address \_\_\_\_\_  
Proposed Subcontract Work \_\_\_\_\_  
Approximate Dollar Value of Work \_\_\_\_\_  
Is Subcontractor MBE/WBE \_\_\_\_\_  
(Y/N)? \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Subcontractor Address \_\_\_\_\_  
Subcontractor Contact Name \_\_\_\_\_  
Contact Phone No. \_\_\_\_\_  
Contact E-Mail Address \_\_\_\_\_  
Proposed Subcontract Work \_\_\_\_\_  
Approximate Dollar Value of Work \_\_\_\_\_  
Is Subcontractor MBE/WBE \_\_\_\_\_  
(Y/N)? \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Subcontractor Address \_\_\_\_\_  
Subcontractor Contact Name \_\_\_\_\_  
Contact Phone No. \_\_\_\_\_  
Contact E-Mail Address \_\_\_\_\_  
Proposed Subcontract Work \_\_\_\_\_  
Approximate Dollar Value of Work \_\_\_\_\_  
Is Subcontractor MBE/WBE \_\_\_\_\_  
(Y/N)? \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Subcontractor Address \_\_\_\_\_  
Subcontractor Contact Name \_\_\_\_\_  
Contact Phone No. \_\_\_\_\_  
Contact E-Mail Address \_\_\_\_\_  
Proposed Subcontract Work \_\_\_\_\_  
Approximate Dollar Value of Work \_\_\_\_\_  
Is Subcontractor MBE/WBE \_\_\_\_\_  
(Y/N)? \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address City State Zip Code

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

**END OF SECTION**

**SECTION 00510**

**NOTICE OF AWARD FORM**

**To:**

**Project Name and Bid No.:** Lake Deaton Park Pier Decking Renovation

The OWNER has considered the BID submitted by you, dated \_\_\_\_\_ for the above described WORK in response to the Invitation for Bids and Bidding Documents.

You are hereby notified that your BID has been accepted for BID items in the amount of \$\_\_\_\_\_.

You are required by the Instructions to Bidder to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and certificates of insurance within fourteen (14) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds and insurance within fourteen (14) calendar days from receipt of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

OWNER:

\_\_\_\_\_  
(Name of OWNER)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
(Printed Name and Title)

**ACCEPTANCE OF NOTICE**

Receipt and acceptance of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
By

\_\_\_\_\_  
Printed Name and Title

**END OF SECTION**

**SECTION 00520**

**AGREEMENT FORM**

**PART 1 GENERAL**

**1.01 THIS AGREEMENT**, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_ by and between the City of Wildwood, Florida, 100 N. Main Street, Wildwood, FL 34785, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" (also referred to as "OWNER") and \_\_\_\_\_, whose principal and local address is \_\_\_\_\_, hereinafter referred to as to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

**1.02 The Owner and Contractor Agree as follows:**

A. Contract Documents

The Contract Documents include the Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid, Notice to Proceed, the Bonds, the General Conditions, the Supplementary Conditions, the Specifications listed in the Index to the Project Manual, any technical specifications as incorporated by the Project Manual; the Drawings as listed in the Project Manual, all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

B. Scope of Work

The Contractor shall perform all Work required by the Contract Documents for the construction of the Lake Deaton Park Pier Decking Renovation.

C. Contract Time

The Contractor shall begin Work after the issuance of a written Notice to Proceed from Owner and shall substantially complete the work within the Contract Time identified in Paragraphs 1.02.C.5 of the Bid Form, which is 60 calendar days. The Work shall be finally complete, ready for Final Payment in accordance with the General Conditions, within 30 calendar days from the actual date of substantial completion.

D. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any

extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$1000 for each calendar day that expires after the time specified in Paragraph C for substantial completion until the Work is substantially complete. It is agreed that if this Work is not Finally completed in accordance with the Contract Documents, the CONTRACTOR shall pay the OWNER as liquidated damages for delay, and not as penalty, one-fourth ( $\frac{1}{4}$ ) of the rate set forth above.

E. Contract Price

Lump Sum Contract

The Owner will pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order, the Total Contract Price of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Payments will be made to the Contractor based on the Lump Sum Bid amount, the Schedule of Values included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein, and subject to completion of the Work, in accordance with the Contract Documents.

F. Payment Procedures

1. Application for Payment: CONTRACTOR shall submit Applications for Payment in accordance with CITY requirements.
2. Final Payment: Upon Final Inspection and Final Completion and acceptance of the Work shall be made by OWNER upon completion of all Work upon receipt of CONTRACTOR required closeout documents including Record Drawings, Material and Workmanship Bond, and Consent of Surety to Final Payment.

G. Retainage

Retainage for this Project is 5%.

H. Engineer

The Project has been designed by CPH, LLC, referred to in the documents as the Engineer / Architect.

- I. Mandatory Compliance with Chapter 119, Florida Statutes, and Public Records Requests. In order to comply with Section 119.0701, Florida Statutes, public records laws, the CONTRACTOR must:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
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.
4. Meet all requirements for retaining public records and transfer, at no cost, to the CITY 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 CITY in a format that is compatible with the information technology systems of the CITY.
5. If the CONTRACTOR does not comply with a public records request, the CITY shall enforce the contract provisions in accordance with this Agreement.
6. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the CITY. the CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the CITY with a copy of the CONTRACTOR's response to each such request.
7. The CONTRACTOR shall note the following:

**IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF WILDWOOD - RECORDS CUSTODIAN, JESSICA BARNES, CITY CLERK, 100 N. MAIN STREET, WILDWOOD, FLORIDA 34785, 352-661-6903, JBARNES@WILDWOOD-FL.GOV**



**SECTION 00530**

**NOTICE TO PROCEED FORM**

To:

**Notice to Proceed Date:** \_\_\_\_\_

**Project Name:**

\_\_\_\_\_ Lake Deaton Park Pier Decking Renovation \_\_\_\_\_

**Bid No.:** \_\_\_\_\_

You are hereby notified to commence Work in accordance with the Agreement dated \_\_\_\_\_. This Notice authorizes the Contractor to commence construction on the above Notice to Proceed Date and, in accordance with the Agreement, all Work shall be substantially complete within \_\_\_\_\_ calendar days of the date of this Notice to Proceed. Therefore, the Date of Substantial Completion is \_\_\_\_\_. Per the Agreement, all Work shall be finally substantially complete within \_\_\_\_\_ calendar days of the date of substantial completion. Therefore, the Date of Final completion is \_\_\_\_\_.

ISSUED BY:

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
(Printed Name and Title)

**ACCEPTANCE OF NOTICE**

Receipt and acceptance of the above Notice To Proceed is hereby acknowledged by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
By

\_\_\_\_\_  
Printed Name and Title

**END OF SECTION**



Bond No. \_\_\_\_\_

**SECTION 00605**

**PERFORMANCE BOND**  
(100% of Contract Price)

**Project Name:** Lake Deaton Park Pier Decking Renovation

**Contract No.:** \_\_\_\_\_

**Contractor**

**Surety**

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

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**Owner**

Name: City of Wildwood

Address: 100 N. Main Street, Wildwood, FL  
34785

Phone No.: 352-330-1330

KNOW ALL MEN BY THESE PRESENTS that

The above named Contractor, as Principal, and the above named Surety, as SURETY, are held and firmly bound unto the Owner in the full and just sum of \$ \_\_\_\_\_, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Contractor and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Project is located at: 5300 CR 155, Wildwood, Florida 34785

General description of the Work: The Project consists of renovations to the decking and railing of the existing fishing pier and boat dock at Lake Deaton Park. In addition, modifications to the park's access and parking (including new paving and sidewalk) will be made to bring the site up to ADA compliance

**WHEREAS**, the Contractor has by written Agreement dated \_\_\_\_\_, 20 \_\_\_\_\_, entered into a Contract with the Owner for Contract No. \_\_\_\_\_, for the project entitled \_\_\_\_\_, with conditions and provisions as are further described in the aforementioned Agreement, which Agreement is by reference made a part hereof for the purpose of explaining this bond.

**NOW, THEREFORE**, the condition of this obligation is such that if Principal:

Lake Deaton Park Pier Decking Renovation

**PERFORMANCE BOND**  
(100% of Contract Price)

Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Contract including, but not limited to the insurance provisions, guaranty period and the warranty provisions, in the time and manner prescribed in the Contract, and

Pays Owner all, losses, damages, delay damages (liquidated or actual), expenses, costs and attorneys' fees, including costs and attorney's fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, then this bond is void; otherwise it shall remain in full force and effect.

1. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the SURETY shall promptly remedy the default or shall promptly:
  - A. Complete the Contract in accordance with its terms and conditions; or
  - B. Expeditiously obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by SURETY of the lowest responsible qualified bidder, award a contract; or, if the Owner elects, upon determination by the Owner and the SURETY jointly of the lowest responsible bidder, to have the SURETY arrange for a contract between such bidder and Owner, and for the SURETY to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price," as used in this Bond, shall mean the total amount payable by Owner to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by Owner to Contractor. The SURETY shall pay Owner all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including appellate proceedings, that Owner sustains because of a default by Contractor under the Contract.
2. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect SURETY's obligations under this Bond and SURETY hereby waives notice of any such changes.
3. The SURETY's monetary obligations to the Owner shall not be reduced by legal fees and costs incurred by the SURETY arising out of Contractor's default.
4. The SURETY, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the SURETY's knowledge or consent (ii) waivers of compliance with terms of the Contract granted by Owner to Principal without the SURETY's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar

Name of Project

**PERFORMANCE BOND  
(100% of Contract Price)**

**00605-2**

state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

5. The Surety shall indemnify and hold the Owner harmless from any and all claims and damages, arising from the Contractor's default under the Contract including, but not limited to, contractual damages, expenses, costs, injury, negligent default, or intentional default, patent infringement and actual damages in accordance with the Contract.
6. In the event that the SURETY fails to fulfill its obligations under this Performance Bond, then the SURETY shall indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting from the SURETY's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.
7. The Contractor shall save the Owner harmless from any and all damages, expenses and costs which may arise by virtue of any defects in said work or materials within a period of two (2) years from the date of Final Completion of the Project.
8. This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

**IN WITNESS WHEREOF**, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ATTEST:**

**PRINCIPAL/CONTRACTOR**

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

\_\_\_\_\_  
PRINCIPAL / CONTRACTOR

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
By: CONTRACTOR Signatory Authority

(CORPORATE SEAL)

\_\_\_\_\_  
Typed or Printed Name and Title

\_\_\_\_\_  
(Witness to CONTRACTOR)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(Witness to CONTRACTOR)

\_\_\_\_\_  
Telephone No.      Facsimile No.

\_\_\_\_\_  
Typed or Printed Name

Name of Project

**PERFORMANCE BOND  
(100% of Contract Price)**

ATTEST:

SURETY

\_\_\_\_\_  
(SURETY) Secretary

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
Typed or Printed Name

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

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness as to SURETY

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to SURETY

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Telephone No.      Facsimile No.

**NOTE:** Date of this Performance Bond must not be prior to date of the Agreement. If CONTRACTOR is a joint venture, all ventures shall execute this Performance Bond. If CONTRACTOR is a Partnership, all partners shall execute this Performance Bond.

**IMPORTANT:** Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by Owner.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of surety companies must list their name, address, and telephone number on all Bonds.**

**END OF SECTION**

Name of Project

**PERFORMANCE BOND  
(100% of Contract Price)**

**00605-4**

Bond No. \_\_\_\_\_

**SECTION 00610**

**PAYMENT BOND**

(100% of Contract Price)

**Project Name:** Lake Deaton Park Pier Decking Renovation

**Contract No.:** \_\_\_\_\_

**Contractor**

**Surety**

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

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**Owner**

Name: City of Wildwood

Address: 100 N. Main Street, Wildwood, FL

34785

Phone No.: 352-330-1330

KNOW ALL MEN BY THESE PRESENTS that

The above named Contractor, as Principal, and the above named Surety, as SURETY, are held and firmly bound unto the Owner in the full and just sum of \$ \_\_\_\_\_, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Contractor and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Project is located at: 5300 CR 155, Wildwood, Florida 34785

General description of the Work: The Project consists of renovations to the decking and railing of the existing fishing pier and boat dock at Lake Deaton Park. In addition, modifications to the park's access and parking (including new paving and sidewalk) will be made to bring the site up to ADA compliance

**WHEREAS**, the Contractor has by written Agreement dated \_\_\_\_\_, 20 \_\_\_\_\_, entered into a Contract with the Owner for Contract No. \_\_\_\_\_, for the project entitled \_\_\_\_\_, with conditions and provisions as are further described in the aforementioned Agreement, which Agreement is by reference made a part hereof for the purpose of explaining this bond.

Lake Deaton Park Pier Decking Renovation

**PAYMENT BOND**  
(100% of Contract Price)

**00610-1**

**NOW, THEREFORE,** the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, Materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. This Payment Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as same may be amended.
2. Any action instituted by a claimant under this Bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2) and 255.05(10), Florida Statutes.
3. This Payment Bond is conditioned that Contractor shall promptly make payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive from the prosecution of the Work provided for in the Contract.
4. Pursuant to Section 255.05, Florida Statutes, a claimant, except a laborer, who is not in privity with the Contractor shall, before commencing or not later than forty-five (45) days after commencing to furnish labor, services, or materials for the prosecution of the Work, serve the contractor with a written notice that he or she intends to look to the Bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for furnishing his or her labor, services, or materials shall serve a written notice of nonpayment on the Contractor and on the SURETY. The notice of nonpayment shall be under oath and served during the progress of the Work or thereafter but may not be served earlier than forty-five (45) days after the first furnishing of labor, services, or materials by the claimant or later than ninety (90) days after the final furnishing of the labor, services, or materials by the claimant or, with respect to rental equipment, later than ninety (90) days after the date that the rental equipment was last on the job site available for use.
5. The time periods for service of a notice of nonpayment or for bringing an action against a Contractor or a Surety shall be measured from the last day of furnishing labor, services, or materials by the claimant and may not be measured by other standards, such as the issuance of a certificate of occupancy or the issuance of a certificate of substantial completion.
6. An action, except an action for recovery of retainage, must be instituted against the Contractor or the SURETY on the payment bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies. An action for recovery of retainage must be instituted against the Contractor or the SURETY within one (1) year after the performance of the labor or completion of delivery of the materials or supplies.
7. The claimant shall have a cause of action against the Contractor and SURETY for the amount due him or her, including unpaid finance charges due under the claimant's contract. Such action may not involve the Owner in any expense.

8. Any changes in or under the Contract or Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes therein shall not affect SURETY's obligations under this Payment Bond and SURETY hereby waives notice of any such changes. Further, Principal and SURETY acknowledge that the sum of this Payment Bond shall increase or decrease in accordance with the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Contract or Contract Documents. This Payment Bond shall not cover any components or materials directly purchased and paid for by the Owner.
  
9. The Performance Bond and this Payment Bond and the covered amounts of each are separate and distinct from each other. This Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes, and not as a common law bond.

**IN WITNESS WHEREOF**, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ATTEST:**

**PRINCIPAL/CONTRACTOR**

\_\_\_\_\_  
 PRINCIPAL / CONTRACTOR

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

\_\_\_\_\_  
 By: CONTRACTOR Signatory Authority

\_\_\_\_\_  
 Typed or Printed Name of Secretary

\_\_\_\_\_  
 Typed or Printed Name and Title

(CORPORATE SEAL)

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 (Witness to CONTRACTOR)

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 Typed or Printed Name

\_\_\_\_\_  
 Telephone No.                  Facsimile No.

\_\_\_\_\_  
 (Witness to CONTRACTOR)

\_\_\_\_\_  
 Typed or Printed Name

ATTEST:

SURETY

\_\_\_\_\_  
(SURETY) Secretary

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
Typed or Printed Name

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

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness as to SURETY

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to SURETY

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Telephone No.      Facsimile No.

**NOTE:** Date of this Payment Bond must not be prior to date of the Agreement. If CONTRACTOR is a joint venture, all ventures shall execute this Payment Bond. If CONTRACTOR is a Partnership, all partners shall execute this Payment Bond.

**IMPORTANT:** Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by Owner.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of surety companies must list their name, address, and telephone number on all Bonds.**

**END OF SECTION**



**SECTION 00615**

**MATERIAL AND WORKMANSHIP BOND**  
(10% of Contract Price)

**KNOW ALL MEN BY THESE PRESENTS** that:

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: \_\_\_\_\_

a \_\_\_\_\_  
(Corporation, Partnership, or Individual)

hereinafter called "Principal", and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

Surety's Telephone Number: \_\_\_\_\_

hereinafter called "Surety", are held and firmly bound unto the OWNER \_\_\_\_\_

\_\_\_\_\_, hereinafter called "OWNER", in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents. The Final Contract Price is \$ \_\_\_\_\_, therefore Principal and Surety are held and firmly bound unto OWNER the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of: \_\_\_\_\_.

Principal is obligated to protect the OWNER against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents, which is \_\_\_\_\_.

The conditions of this obligation are such that if Principal shall promptly and faithfully protect the OWNER against any Defects resulting from faulty Materials and Workmanship of the aforesaid

improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The OWNER shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from OWNER, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the OWNER, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the OWNER at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the OWNER should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the OWNER the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

***(Signature Pages Follow)***

**IN WITNESS WHEREOF**, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*ATTEST:*

**PRINCIPAL/CONTRACTOR**

\_\_\_\_\_  
PRINCIPAL / CONTRACTOR

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

\_\_\_\_\_  
By: CONTRACTOR Signatory Authority

\_\_\_\_\_  
Typed Name of Secretary

\_\_\_\_\_  
Typed Name and Title

(CORPORATE SEAL)

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Witness to CONTRACTOR)

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Telephone No.      Facsimile No.

\_\_\_\_\_  
(Witness to CONTRACTOR)

\_\_\_\_\_  
Typed Name

***(Surety Signature Page Follows)***

ATTEST:

SURETY

\_\_\_\_\_  
(SURETY) Secretary

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
Typed or Printed Name

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

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness as to SURETY

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to SURETY

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Telephone No.      Facsimile No.

**NOTE:** Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all ventures shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

**IMPORTANT:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by OWNER.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

**END OF SECTION**

**SECTION 00617**

**CONSENT OF SURETY TO FINAL PAYMENT**

WE, \_\_\_\_\_, having heretofore executed Performance and Payment Bonds No. \_\_\_\_\_ for the Project known as \_\_\_\_\_, in the amount of \$ \_\_\_\_\_\* hereby agree that \_\_\_\_\_, hereinafter referred to as OWNER may make full payment of the final estimate, including the retained percentage, to the CONTRACTOR, \_\_\_\_\_. The Surety concurs that full payment to the CONTRACTOR is appropriate and the Surety expressly releases the OWNER from all liability to Surety resulting from full payment to CONTRACTOR. It is fully understood that the granting of the right to the OWNER to make payment of the final estimate to said CONTRACTOR and/or his assigns, shall in no way relieve this surety company of its obligations under its bond, as set forth in the specifications, contract and bond pertaining to the above project.

*\* = Dollar Value of Issued Performance and Payment Bonds*

IN WITNESS WHEREOF, the \_\_\_\_\_ has caused this instrument to be executed on its behalf by its \_\_\_\_\_ and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-in-Fact

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_, whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation / LLC.

*(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and name of the Corporation or LLC)*

\_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**END OF SECTION**

## SECTION 00620

### INSURANCE REQUIREMENTS

**Project Name:** Lake Deaton Park Pier Decking Renovation

**Owner:** The City of Wildwood

**Owner Address / Phone No.:** 100 N. Main Street, Wildwood, FL 34785 / 352-330-1330

**Engineer:** CPH, LLC

**Engineer Address / Phone No.:** 500 West Fulton St., Sanford, FL 32771 Ph. 407-322-6841

#### 1.01 Standard Insurance Requirements

- A. The Contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for the "CITY" of Wildwood, the "Standard Insurance Requirements" described herein. Contractors responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for the "CITY" of Wildwood, a COI will be required. Work is defined as any service provided to the "CITY" of Wildwood by a "VENDOR"/Contractor who must access "CITY" property in order to provide the service(s). The requirements contained herein, as well as the "CITY"'s review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.
- B. Financial Rating of Insurance Companies: All insurance companies must have financial rating of A or higher by A.M. Best Company, Inc. with the exception of self-insured insurance companies.
- C. Commercial General Liability Insurance: The Contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. Due to the nature of the work involved, Contractors performing program and / or contract management services are required to maintain \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.
- D. Business Automobile Liability Insurance: The Contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than \$500,000 each occurrence. Coverage shall include liability for owned non-owned & hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired & non-owned auto liability, which may be satisfied

by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- E. Worker's Compensation Insurance & Employers Liability Insurance: The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis).
- F. Umbrella or Excess Liability Insurance (needed for large contracts): The Contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than \$2,000,000 each occurrence and \$2,000,000 aggregate. The Contractor shall endorse the "CITY" OF WILDWOOD as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow-Form" basis, or the "CITY" OF WILDWOOD is automatically defined as an additional protected person. Any self-insured retention or deductible shall not exceed \$25,000.
- G. Additional Insured: The Contractor shall endorse the "CITY" OF WILDWOOD and the Engineer, CPH, LLC as an Additional Insured on the Commercial General Liability Insurance with a CG 2010 Additional Insured – "CITY"s, Lessees, or Contractors, or CG2026 Additional Insured – "CITY" s, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.
- H. In addition, the Contractor shall endorse the "CITY" OF WILDWOOD and CPH, LLC as an Additional Insured under the Contractor's Commercial Umbrella/Excess Liability as required herein.
- I. Indemnification: The Contractor shall indemnify and hold harmless the "CITY" OF WILDWOOD, CPH, LLC and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor. .
- J. Deductibles, Coinsurance Penalties, & Self-Insured Retention: The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the "CITY" OF WILDWOOD, the Contractor shall, when requested by the "CITY" OF WILDWOOD, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

- K. Waiver of Subrogation: The Contractor shall provide a Waiver of Subrogation in favor of the "CITY" OF WILDWOOD, CPH, LLC, Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.
- L. Right to Revise or Reject: The "CITY" OF WILDWOOD reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the "CITY" OF WILDWOOD reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the "CITY" OF WILDWOOD shall provide the Contractor written notice of such revisions or rejections.
- M. No Representation of Coverage Adequacy: The coverages, limits or endorsements required herein protect the primary interests of the "CITY" OF WILDWOOD, CPH, LLC, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.
- N. Certificate(s) of Insurance (COI): The Contractor shall provide the "CITY" OF WILDWOOD and CPH, LLC with a COI clearly evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the "CITY" OF WILDWOOD is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the "CITY" OF WILDWOOD and CPH, LLC prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the "CITY" OF WILDWOOD, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.
- O. The "CITY" OF WILDWOOD shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new COI is provided to the County evidencing the replacement coverage. The Contractor agrees the "CITY" OF WILDWOOD reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the "CITY" OF WILDWOOD. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the "CITY" OF WILDWOOD shall have the right, but not the



obligation, to purchase replacement insurance, and the Contractor agrees to reimburse any premiums or expenses incurred by the "CITY" OF WILDWOOD.

**1.02 The Contractor agrees the Certificate(s) of Insurance shall:**

- A. Clearly indicate the "CITY" OF WILDWOOD and CPH, LLC have been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured – "CITY" s, Lessees, or Contractors, or CG 2026 Additional Insured – "CITY" s, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
- B. Clearly indicate the "CITY" OF WILDWOOD and CPH, LLC are endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk Insurance, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability Insurance as required herein.
- C. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
- D. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
- E. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

"CITY" of Wildwood  
100 N Main Street  
Wildwood, FL 34785

CPH, LLC  
500 West Fulton St.  
Sanford, Florida 32771

**1.03 Additional Requirements**

- A. The Contractor shall be responsible for all sub-Contractors and their insurance.
- B. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the "CITY". At the option of the "CITY", the insurer shall reduce or eliminate such deductible or self-insured retention; or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- C. All insurance companies must be authorized to transact business in the State of Florida.
- D. The "CITY" shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- E. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

- F. Neither approval by the "CITY" of any insurance supplied by the Contractor, nor a failure to disapprove that insurance, shall relieve the Contractor of full responsibility of liability, damages and accidents as set forth herein.

**END OF SECTION**

**SECTION 00626**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Project Name: Lake Deaton Park Pier Decking Renovation

Bid No.: \_\_\_\_\_

Owner: The City of Wildwood

Contractor: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

This Certificate of Substantial Completion applies to all work under the Contract Documents or the following specified parts thereof if construction is phased by contract: \_\_\_\_\_

ISSUED TO:

Contractor:

\_\_\_\_\_

The work to which this Certificate applies has been inspected by authorized representatives of Contractor, Engineer, and Owner and that Work is hereby declared to be substantially completed in accordance with the Contract Documents on:

\_\_\_\_\_  
Date of Substantial Completion

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of Contractor to complete and warrant all the Work in accordance with the Contract Documents. All items on the list shall be completed or corrected by Contractor within , days of the above date of Substantial Completion.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents.

Executed by Engineer on \_\_\_\_\_  
Date

Engineer: CPH, LLC

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

Executed by Owner on \_\_\_\_\_  
Date

Owner: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

Contractor accepts this Certificate of Substantial Completion on \_\_\_\_\_  
Date

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

**END OF SECTION**

**SECTION 00627**

**CERTIFICATE OF FINAL COMPLETION**

Project Name: Lake Deaton Park Pier Decking Renovation

Bid No.: \_\_\_\_\_

Owner: The City of Wildwood

Contractor: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

This Certificate of Final Completion applies to all work under the Contract Documents or the following specified parts thereof if construction is phased by contract: \_\_\_\_\_

ISSUED TO:

Contractor:

\_\_\_\_\_

The work to which this Certificate applies has been inspected by authorized representatives of Contractor, Engineer, and Owner and that Work is hereby declared to be finally complete in accordance with the Contract Documents on:

\_\_\_\_\_ Date of Final Completion

This Certificate constitutes an acceptance of Work except any and all latent defects, warranty work, maintenance, and other post Final Completion obligations of the Contractor under the Contract Documents.

Executed by Engineer on \_\_\_\_\_ Date

Engineer: CPH, LLC

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name and Title)

Contractor accepts this Certificate of Final Completion on \_\_\_\_\_  
Date

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

Accepted by Owner on \_\_\_\_\_  
Date

Owner: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

**END OF SECTION**



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

**for the following PROJECT:**

*(Name and location or address)*

Lake Deaton Park Pier Decking Renovation  
Wildwood, Florida

**THE OWNER:**

*(Name, legal status and address)*

City of Wildwood  
100 N. Main Street  
Wildwood, FL 34785

**THE ARCHITECT:**

*(Name, legal status and address)*

CPH, LLC

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- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
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**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### **§ 1.1.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 The Project**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### **§ 1.1.5 The Drawings**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### **§ 1.1.6 The Specifications**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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

### § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document



G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

#### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design 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 the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.



§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

### **§ 6.2 Mutual Responsibility**

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

#### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.



## § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

## § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

#### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

#### § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

#### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## § 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

## § 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

### **§ 12.2 Correction of Work**

#### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.



§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

#### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 15.4.4 Consolidation or Joinder**

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



# **Additions and Deletions Report for** **AIA® Document A201® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:08:43 ET on 10/21/2022.

## **PAGE 1**

Lake Deaton Park Pier Decking Renovation  
Wildwood, Florida

...

City of Wildwood  
100 N. Main Street  
Wildwood, FL 34785

...

CPH, LLC

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:08:43 ET on 10/21/2022 under Order No. 2114304636 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

## SECTION 00800

### SUPPLEMENTARY CONDITIONS

The Additions and Depletions Report for AIA Document A201 only reflects information filled in on page 1 of A201. These Supplementary Conditions further amend or supplement the "General Conditions of the Contract for Construction", AIA Document A201 – 2017. All provisions of the General Conditions, which are not so amended or supplemented in these Supplementary Conditions remain in full force and effect.

#### Notice to Proceed

At the Owner's discretion, a Notice to Proceed may be given at any time within thirty days after the effective date of the Agreement. The Contract Time will commence at the time specified in such notice.

#### Before Starting Construction

Add the following to Article 3.2.1 of the General Conditions:

3.2.1.1 By commencing work, the Contractor shall be deemed to have accepted the condition of the site as being in suitable, satisfactory and acceptable condition to perform its work on the Project.

#### Substitutes and "Or Equals"

Add the following to Article 3.4.2:

3.4.2.1 Contractor's application for use of substitute materials, equipment, or specific means, methods, technique, or procedure of construction, including reasonable time for Architect / Engineer to review the substitution and redesign, if required, shall not be considered as an acceptable basis for Contractor not meeting the substantial completion date, nor as a basis for a time extension of the Contract Time.

#### Contractor's General Warranty and Guarantee

Add the following to Article 3.5 of the General Conditions:

3.5.3 The Contractor warrants and guarantees to the Owner and the Architect / Engineer that all work, labor, materials, equipment and services furnished and performed will be done in a good and workmanlike manner and will be of the highest quality, free from defects and in accordance with the Contract Documents. Each application for payment submitted by the Contractor to the Owner shall be deemed to constitute a confirmation, restatement, and reaffirmation by the Contractor of the foregoing warranty and guarantee, with respect to all work, labor materials, equipment and services performed and furnished for the Project through the date of such application.



### Subsurface Conditions

Add the following to Article 3.7.4 of the General Conditions:

3.7.4.1 The Contractor acknowledges that they have satisfied themselves as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered, including all exploratory work done on behalf of the Owner on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to them prior to receipt of Bids. Any failure by the Contractor to acquaint themselves with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner.

### Labor; Working Hours

1. Regular Working Hours are defined as 7:00 a.m. to 4:00 p.m., Monday through Friday. Work requiring inspection by the Owner or Architect / Engineer is to be scheduled for 9:00 a.m. to 4:00 p.m., Monday through Thursday and 9:00 a.m. to 12:00 noon on Fridays upon a minimum of two full business days advance notice for inspections.
2. Requests to work during other than normal working hours must be submitted to the Owner at least 48 hours in advance of the period proposed for such overtime work and shall set forth the proposed schedule for overtime work to give Architect / Engineer ample time to arrange for his personnel to be at the site of the work.
3. All water for testing, flushing, and construction shall be furnished by the Contractor. It may be available by connecting to the Owner's (or Utility's) water system at a point approved by the Owner and Utility. The Owner (or Utility) shall charge the Contractor for water used in performing the above functions in accordance with the Owner's (or Utility's) established rate schedule. There shall be installed in each and every connection to the Owner's (or Utility's) potable water supply a reduced pressure zone backflow preventer meeting the requirements of AWWA C511. Contractor shall be required to meter all water used.

### Services, Materials and Equipment

Provisions of the Contract Documents relating to all materials and equipment and how they are to be applied, installed, connected, erected, used, cleaned, and conditioned does not assign the Architect / Engineer, or any of the Architect / Engineer's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or Performance of Work or any duty or responsibility contrary to the provisions of the General Conditions.

### Limitation on Use of Site and Other Areas

Add the following to Article 3.13 of the General Conditions:

3.13.1 Where the Contractor hauls Materials or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system, or city street

system, or other paved areas (asphalt or concrete) and such use causes damage, it shall immediately, at its expense, repair such road or bridge to as good a condition as before the hauling began.

#### Execution of Change Orders

Add the following to Article 7.3.10 of the General Conditions:

7.3.10.1 Change Orders shall constitute a full accord and satisfaction of all costs of whatever nature, direct or indirect, arising from or related to the change, including, without limitation, impact on unchanged base contract work.

#### Delays

Add the following to Article 8.3.1 of the General Conditions:

8.3.1.1 Contractor's entitlement to an equitable adjustment of its Contract Price hereunder shall be for its direct, jobsite costs only. In no event shall it be entitled to recovery of indirect, offsite, or home office costs allegedly arising from or related to delays.

8.3.1.2 Neither the Architect / Engineer or Owner are liable to Contractor or its surety, or any of Contractor's Subcontractors or Suppliers for damages caused by delays within the control of or reasonably anticipatable by Contractor or delays beyond control of Owner or Contractor such as fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner.

#### Safety and Protection

Add the following to Article 10.1 of the General Conditions:

10.1.1 The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and the certificate of final completion has been executed by the Owner, Architect / Engineer, and Contractor.

#### Bonds

Add the following to Article 11.1 of the General Conditions:

The Contractor shall provide a Performance Bond and Payment Bond using the forms contained in the Project Manual. At the completion of the project, the Contractor shall provide a Material and Workmanship Bond using the bond form contained in the Project Manual.

#### Insurance

Delete Article 11.2.1 in its entirety. The Owner is not required to provide Liability or Property Insurance for the Project in addition to its existing insurance policies.

1. Unless otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by law). This insurance shall include the interests of Owner, Contractor and Subcontractors in the Work, shall insure against perils of fire and extended coverage, shall include 'all risk' insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of Architect / Engineers, Architect / Engineers, attorneys and other professionals). If not covered under the 'all risk' insurance or otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor shall contain a provision that the coverage afforded will not be canceled or materially changed until at least thirty days' prior written notice has been given to the Owner. The Contractor shall maintain such policies of insurance continuously from the date specified in the Notice to Proceed until the Initiation of Operation.
2. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as required which will include the interests of Owner, Contractor, subcontractors, and Architect / Engineer in the Work, all of whom shall be listed as insured or additional insured parties.
3. The form of policy for the property insurance provided by the Contractor shall be completed value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto.

#### Limitations on Architect / Engineer's Authority and Responsibilities

1. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the Architect / Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the Architect / Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the General Conditions.
2. The Architect / Engineer's recommendation for any payment, including final payment, shall not mean that Architect / Engineer is responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident hereto, or for any failure of Contractor to comply with Laws and

Regulations applicable to the furnishing or performance of Work, or for any failure of Contractor to perform or furnish work in accordance with the Contract Documents.

### Tests and Inspections

Add the following to Article 13.4.1 of the General Conditions:

13.4.1.1 Neither observations by the Architect / Engineer nor inspections, tests, or approvals by others shall relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the Contract Documents.

### Waiver of Claims

Add the following to Article 15.1.7 of the General Conditions:

15.1.7.1 The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Architect / Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by the Architect / Engineer, nor any correction of defective work by the Owner will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

### Dispute Resolution

Delete Articles 15.3.1, 15.3.2, 15.3.3, and 15.3.4 of the General Conditions in their entirety and replace them with the following new Articles:

15.3.1 The chosen method for dispute resolution for this project is mediation. Mediation pursuant to this Article shall be treated as compromise and settlement negotiations for purposes of the Florida Rules and Evidence.

15.3.2 The parties shall endeavor to settle the dispute by mediation. The proceeding will be conducted in accordance with the then current Center For Public Resources ("CPR") Model Procedure for Mediation of Business Disputes, with the following exceptions:

- A. If the parties have not agreed within ten (10) days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the request of either party, shall appoint a member of the CPR Panels of Neutrals as the mediator, and
- B. Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: (a) a written settlement is reached, or (b) the mediator concludes and informs the parties in writing that further efforts would not be useful, or (c) the parties agree in writing that an impasse has been reached. Neither party may withdraw before the conclusion of the proceeding.

15.3.3 The parties regard the aforesaid obligation to mediate as essential provision of this Agreement and one that is legally binding on them. In case of a violation of such obligation by either party, the other may bring an action to seek enforcement of such obligation in any court of law having jurisdiction thereof.

15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located, unless another location is mutually agreed upon. If the dispute has not been resolved by mediation as provided herein within one hundred twenty (120) days of the initiation of such mediation procedure, either party may initiate litigation upon ten (10) days' written notice to the other party.

15.3.5 All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending. The parties will take such action, if any, required to effectuate such tolling.

15.3.6 Litigation arising out of or related to this contract shall be governed by the laws of Florida and adjudicated in the courts of the County within which the project is located.

#### Arbitration

Delete Article 15.4 of the General Conditions in its entirety

#### Mutual Waiver of Consequential Damages and Waiver of Jury Trial

Add the following new Article 15.4 to the General Conditions

#### 15.4 Waiver of Consequential Damages and Waiver of Jury Trial

15.4.1 Except to the extent of liquidated damages payable by Contractor under this Agreement and the express third party claim indemnification obligations of the parties hereunder, in no event shall either Owner or Contractor be liable to the other party under any legal theory whatsoever for consequential, incidental, punitive or exemplary damages of any nature whatsoever.

15.4.2 The parties hereby expressly agree that all disputes, claims, and counterclaims relating to this Agreement and the project shall be litigated, adjudicated, or otherwise resolved without a jury. The parties expressly, voluntarily, and unequivocally waive any right they may have to a jury trial in connection with all disputes, claims, and counterclaims relating to this Agreement and the project.

**END OF SECTION**

**SECTION 00945**

**WORK CHANGE DIRECTIVE FORM**

**Work Directive No.:** \_\_\_\_\_

**Name of Project:** Lake Deaton Park Pier Decking Renovation

**Agreement Date:** \_\_\_\_\_

**Owner:** The City of Wildwood

**Contractor:** \_\_\_\_\_

**Description of Change:**

**Reason for Change:**

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

**Method of Determining the Change in Contract Price**

- \_\_\_\_\_ Time and Materials
- \_\_\_\_\_ Unit Prices
- \_\_\_\_\_ Cost Plus Fixed Fee
- \_\_\_\_\_ Other

Estimated change in Contract Price = \$\_\_\_\_\_. If the change involves an additional increase, estimated amount is not to be exceeded without further authorization.

**Method of Determining the Change in Contract Time**

\_\_\_\_\_ Contractor's Records  
\_\_\_\_\_ Engineer's Records  
\_\_\_\_\_ As Specified Below  
\_\_\_\_\_ Other

Estimated change in Contract Time = \_\_\_\_\_ days. If the change involves an additional increase, estimated time is not to be exceeded without further authorization.

Recommended By:

\_\_\_\_\_  
CPH, LLC.

\_\_\_\_\_  
Date

Executed By:

\_\_\_\_\_  
Owner's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Authorized Representative

\_\_\_\_\_  
Date

**END OF SECTION**

SECTION 00950

CHANGE ORDER FORM

Change Order No. \_\_\_\_\_

Project Name: Lake Deaton Park Pier Decking Renovation

Bid No.: \_\_\_\_\_

Owner: The City of Wildwood

Contractor: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

This Change Order is necessary to cover changes in the Work to be performed under the Agreement. The Agreement, General Conditions, Supplementary Conditions, and Technical Specifications contained in the Project Manual apply to and govern all Work under this Change Order.W

**THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:**

1. Original Contract Price	\$	_____
2. Current Contract Price (Adjusted by Previous Change Orders)	\$	_____
3. Total Proposed Change in Contract Price	\$	_____
4. New Contract Price (Item 2 + Item 3)	\$	_____
5. Original Contract Time (Notice to Proceed to Substantial Completion)		_____ Days
6. Current Contract Time (Adjusted by Previous Change Orders)		_____ Days
7. Current Subst. Completion Date (Adjusted by Previous Change Orders)		_____
8. Total Proposed Change in Contract Time		_____ Days
9. New Contract Time (Item 6 + Item 8)		_____ Days
10. New Contract Substantial Completion Date (Item 7 + Item 8)		_____
11. Current Final Completion Date (Adjusted by Previous Change Orders)		_____
12. Current Contract Time From Substantial Completion to Final Completion		_____ Days
13. Total Proposed Change in Contract Time Subst. to Final Completion		_____ Days
14. New Contract Time to Subst. Final Completion (Item 12 + Item 13)		_____ Days
15. New Contract Final Completion Date (Item 10 + Item 14)		_____



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**CHANGES ORDERED**

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**ITEM 1**

Description of Change:

Reason for Change:

Change in Contract Price:     \$

Change in Contract Time:     Days

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**ITEM 2**

Description of Change:

Reason for Change:

Change in Contract Price:     \$

Change in Contract Time:     Days

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**ITEM 3**

Description of Change:

Reason for Change:

Change in Contract Price:     \$

Change in Contract Time:     Days

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**ITEM 4**

Description of Change:

Reason for Change:

Change in Contract Price:     \$

Change in Contract Time:     Days

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**ITEM 5**

Description of Change:

Reason for Change:

Change in Contract Price:     \$

Change in Contract Time:     Days

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**ITEM 6**

Description of Change:

Reason for Change:

Change in Contract Price:     \$

Change in Contract Time:     Days

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CHANGE ORDER SUMMARY			
No.	Description	Change in Contract Price	Change in Contract Time
<b>TOTAL</b>		<b>\$</b>	<b>Days</b>

**WAIVER** This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

**APPROVAL AND CHANGE ORDER AUTHORIZATION**

**ACKNOWLEDGMENTS**

The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement and specifically changed by this Change Order; and

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

WITNESS to CONTRACTOR:

_____	_____ Contractor
_____	_____ Printed Name and Title of Officer
_____	_____ By (Signature)
_____	_____ Date (Corporate Seal)

ATTEST:

_____	_____ Owner
(Signature)	_____ Printed Name and Title
_____	_____ By (Signature)
_____	_____ Date
(Seal)	_____

**END OF SECTION**

**SECTION 01110**  
**SUMMARY OF WORK**

**PART 1 GENERAL**

**1.01 Section Includes**

Summary of work, other contracts, work sequence, operation of existing facilities, use of premises, Owner furnished products, coordination, cutting and patching

**1.02 Summary of Work**

- A. The Project consists of renovations to the decking and railing of the existing fishing pier and boat dock at Lake Deaton Park. In addition, modifications to the park's access and parking (including new paving and sidewalk) will be made to bring the site up to ADA compliance.
- B. Furnish all materials, equipment, tools, and labor which is reasonably and properly inferable and necessary for the proper completion of the Work, whether specifically indicated in the Contract Documents or not.
- C. Reference Section 01410 - Regulatory Requirements and Permits concerning permits secured by the Owner and permits to be secured by the Contractor. Other licenses or permits for construction facilities of a temporary nature that are necessary for the prosecution of the work shall be secured and paid for by the Contractor.
- D. Repair, replace, or otherwise settle with the Owner, if damage to property or existing facilities occurs, including damage to pavements, utilities, lawns, structures, etc.
- E. Construct the Project under a single Lump Sum contract.

**1.03 Work Under Other Contracts – N/A**

**1.04 Work Sequence**

The Contractor's sequence of work may be of his choosing in order to complete the work in the allowed time frame while accommodating other contractors on site.

**1.05 Operation of Existing Facilities**

The Owner shall be able to operate existing facilities 24 hours per day, 7 days per week.

**1.06 Contractor Use of Premises**

Confine operations at the site to areas permitted by applicable laws, ordinances, permits, and by the Contract Documents. Do not unreasonably encumber the site with materials or equipment. Do not load structures with weight that will endanger the structure. The Contractor shall assume full responsibility for protection and safekeeping of products stored on the job site.

**1.07 Owner Furnished Products – N/A**

**1.08 Coordination**

- A. The Contractor shall be fully responsible for the coordination of his work and the work of his employees, subcontractors, and suppliers and to assure compliance with schedules.
- B. The coordination requirements of this Section are in addition to the requirements of Section 00700, General Conditions, and 00800, Supplementary Conditions.
- C. It is the Contractor's responsibility to coordinate with all the utilities regarding locates, testing, or relocations.

**1.09 Cutting and Patching**

- A. The Contractor shall, at no additional expense to the Owner, perform cutting and patching necessary to the completion of the Project. Perform cutting and patching in a manner to prevent damage to the structure or previously completed work.
- B. Refinish surfaces as necessary to provide an even finish.

**PART 2 PRODUCTS - Not Used**

**PART 3 EXECUTION - Not Used**

**END OF SECTION**

## SECTION 01270

### MEASUREMENT AND PAYMENT

#### PART 1 GENERAL

##### 1.01 Section Includes

Measurement and payment provisions, schedule of values

##### 1.02 General Measurement and Payment Provisions

- A. Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made as a lump sum which will be complete payment for all work called for or reasonably inferable from the Contract Documents and other work will be considered incidental to the Contract and no additional compensation will be allowed.
- B. The Owner reserves the right to alter the Drawings, modify incidental work as may be necessary, and increase or decrease the work to be performed to accord with such changes, including deductions or additions to the scope of work outlined in the Contract Documents. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. Changes resulting in changes in the scope or quantities of Work or time or other conditions of work will be basis for consideration of a Change Order which is to be negotiated and executed before proceeding with the work. A supplemental agreement between the Contractor and the Owner will be required when such changes meet the conditions described in the Supplementary Conditions. Work which has not been authorized by a written Change Order will not be subsequently considered for additional payment.
- C. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the Engineer shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.
- D. If the Contractor makes a claim for an extra or additional cost and requests a Change Order be issued prior to performing the work, and the ENGINEER and/or OWNER renders a decision denying such request, the CONTRACTOR must notify the Engineer in writing within 3 days of the time that the CONTRACTOR is informed of the Engineer's decision. Otherwise the Owner will not consider any such difference as a claim for a Change Order or additional payment or time. Any such written notice received by the Engineer from the Contractor within the 3 day period shall be just reason for the Engineer to re-evaluate his previous decision.

- E. Failure on the part of the Contractor to construct any item to plan or authorized dimensions within the specification tolerances shall result in: reconstruction to acceptable tolerances at no additional cost to the Owner; acceptance at no pay; or, acceptance at reduced price, all at the discretion of the Engineer.
- F. Work shall not be considered complete until all testing has been satisfactorily completed and the item of work has demonstrated compliance with plans and specifications.
- G. A preliminary monthly application for payment shall be submitted to the Owner/Engineer for review five (5) days prior to the submittal for approval of the Contractor's monthly payment request.
- H. Change Orders for material price increases shall only be considered by the Owner if the Contractor submits copies of material price quotes with the sealed bid package and the cost of said material has increased in excess of ten (10) percent. Failure on the part of the Contractor to submit copies of material price quotes with the bid shall be considered a forfeiture of the Contractor's claim to reimbursement for material price increases and all costs associated with material price increases over the duration of the construction process will be considered incidental to the Contract. No Change Orders for material price increases less than or equal to ten (10) percent will be approved or considered.

### **1.03 Schedule of Values**

Submit Schedule of Values for approval prior to commencing construction. As a minimum, include those values reported on the Bid Form. The Schedule of Values shall be the basis for making payment applications and establishing prices for Change Orders.

**PART 2 PRODUCTS - Not Used**

**PART 3 EXECUTION - Not Used**

**END OF SECTION**



## SECTION 01310

### ADMINISTRATIVE REQUIREMENTS

#### PART 1 GENERAL

##### 1.01 Section Includes

Meetings, construction progress documentation, submittals.

##### 1.02 Related Sections

- A. Section 01770 - Contract Closeout
- B. Section 01780 - Record Drawings

##### 1.03 Preconstruction Meeting

The Owner will schedule a preconstruction meeting prior to beginning the Work to review shop drawing procedures, submittal requirements, and construction administration requirements (project coordination and communication). The Contractor shall bring to the preconstruction meeting the proposed construction schedule, which will be reviewed with the Owner during the meeting.

##### 1.04 Definitions

- A. Shop Drawings - Shop drawings are original drawings, prepared by the Contractor, a subcontractor, supplier, or distributor, which illustrate some portion of the Work; showing fabrication, layout, setting, or erection details. Shop drawings shall be prepared by a qualified detailer and shall be identified by reference to sheet and detail numbers on the Contract Drawings
- B. Product Data - Product data are manufacturer's standard schematic drawings and manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data. Catalog sheets, brochures, etc., shall be clearly marked to identify pertinent materials, products, or models.
- C. Samples - Samples are physical examples to illustrate materials, equipment, or workmanship and to establish standards by which work is to be evaluated.

##### 1.05 Submittal Requirements

- A. Prior to submission, thoroughly check shop drawings, product data, and samples for completeness and for compliance with the Contract Documents. Verify all field measurements, quantities, dimensions, specified performance criteria, fabrication, shipping, handling, storage, assembly, installation, and safety requirements.

- B. Coordinate the submittals with the requirements for other related work.
- C. Notify the Engineer, in writing at the time of submission, of deviations in submittals from the requirements of the Contract Documents. The Contractor's responsibility for deviations in submittals from the requirements of the Contract Documents is not relieved by the Engineer's review of submittals, unless the Engineer gives written acceptance of specific deviations.
- D. Submit electronic copies (PDF format) of each shop drawing and product data.
- E. Where a specific product manufacturer and model number is listed in individual specification sections and is proposed by the Contractor to be used, full submittal of product data is not required. In this case, submit in letter format the name of the product, manufacturer, model number, specification section, and name of project. Certify the identified product is proposed to be used in the project.
- F. Shop drawings, product data, and samples shall be accompanied by a letter of transmittal referring to the name of the project and to the specification page number and/or Drawing number for identification of each item. Submittals for each type of work shall be numbered consecutively, and the numbering system shall be retained throughout all revisions.
- G. Submittals shall bear the Contractor's stamp of approval certifying that they have been checked and indicate appropriate specification section and/or drawing location. Submittals without the Contractor's initialed or signed certification stamp and submittals which, in the Engineer's opinion, are incomplete, contain numerous errors or have not been properly checked, will be returned unchecked by the Engineer for resubmission.
- H. Begin no work which requires submittals until return of submittals with Engineer stamp and printed name or signature indicating the submittal has been approved.

#### **1.06 Engineer Review of Submittals**

- A. Engineer's review and approval of submittals will not extend to means, methods, techniques, sequences, procedures of construction or to safety precautions.
- B. The review and approval of a separate item will not indicate approval of the assembly in which the item functions. Engineer's review and approval of submittals shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents.
- C. The Engineer will review submittals with reasonable promptness. The Engineer's review of submittals shall not be construed as a complete check and shall not relieve the Contractor from responsibility for complete compliance with the Contract requirements.
- D. No corrections, changes, or deviations indicated on submittals reviewed by the Engineer shall be considered as a change order.

- E. Where review of submittals is required by the Owner or other agencies, the Engineer will forward the appropriate submittal(s) to these parties after Engineer review. Once review of all parties is complete, the submittal(s) will be returned to the Contractor reflecting the review of all parties
- F. If the submittal is not satisfactory, one copy of the submitted item will be retained by the Engineer and all other copies returned to the Contractor for appropriate action.
- G. In the event a third submittal is required, due to previous submittals of incomplete or incorrect data or not in compliance with the Contract Documents, the Contractor will be charged one-half of the cost incurred by the Engineer for the review of the third submittal. The Contractor shall bear the total cost incurred by the Engineer for all subsequent reviews. The Engineer costs charged to the Contractor will be at the cost plus rate generally charged by the Engineer and will be deducted by the Owner from payments due to the Contractor.
- H. Distribution of copies of acceptable submittals will be as mutually determined by the Contractor, Owner, and Engineer during or following the preconstruction conference.

**1.07 Progress Meetings**

- A. The frequency of progress meetings shall be determined during the preconstruction meeting. As a minimum, progress meetings shall be held once per month during construction.
- B. The Contractor and Owner shall attend the progress meetings.

**PART 2 PRODUCTS - Not Used**

**PART 3 EXECUTION - Not Used**

**END OF SECTION**

## SECTION 01315

### PRECONSTRUCTION VIDEO

#### PART 1 GENERAL

##### 1.01 Description

- A. Provide continuous color audio-DVD recording along the entire length of all proposed work areas prior to construction to serve as a record of pre-construction conditions.
- B. Supplement audio video recording with digital color photographs for areas which require details not ascertainable on the DVD.

##### 1.02 Definitions

Construction Area = All areas used for construction of the proposed improvements, temporary construction, stockpile areas, staging and storage areas, and entry and exit points used by equipment, delivery vehicles, service vehicles, and other vehicles used for transport of labor, equipment, and materials to the job site.

##### 1.03 Qualifications

The preconstruction audio-video recording shall be of professional quality that will clearly log an accurate visual description of existing conditions. Any portion of the digital recording that is determined by the Owner or Engineer to be not acceptable in the documentation of the existing condition shall be re-filmed at no additional cost to the Owner.

#### PART 2 PRODUCTS

##### 2.01 General

The total video recording system and the procedures employed in its use shall be such as to produce a finished product that will fulfill the technical requirements of the project. The digital portion of the recording shall produce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of picture imperfection. The audio portion of the recording shall produce the commentary of the camera operator with proper volume, clarity, and be free from distortion. The recording system shall utilize EIA standard video and RGB compatible video.

##### 2.02 Camera

The camera used in the recording system shall be capable of recording in true color and on standard format DVD.

##### 2.03 Recorder

The recording shall be made with a DVD-based DVR. The recorder shall record the color signal with a minimum horizontal resolution of 240, 4:3 lines, aspect ratio, MPEG-2 video, stored at a resolution of 720 x 480 (NTSC). Audio shall be recorded using Dolby Digital (AC-3) minimum.

#### **2.04 Video Disk**

The video disk used for the recordings shall be high resolution, extended still frame capable. The video disk shall be new and thus shall not have been used for any previous recording.

#### **2.05 Video Playback Compatibility**

The recorded DVD shall be compatible for playback with any TV Standard DVD player.

### **PART 3 EXECUTION**

#### **3.01 General**

- A. The recordings shall contain coverage of all surface features located within the construction area and extend outward a minimum of 30-ft outside the construction area plus all off road access routes used to reach the construction area. The recording shall include all surface conditions supported by appropriate audio description.
- B. The surface features documented in the recordings shall include, but not be limited to, all driveways, sidewalk, curb, gutter, buildings, walls, storage sheds, swales, culverts, headwalls, landscaping, trees, shrubbery, pull boxes, valve boxes, concrete pads, power poles, guy wires, mailboxes, and fences.
- C. The recordings shall also document the existence or nonexistence of any faults, fractures, or defects, and existing man made material such as debris, construction stockpiles, trash, and fuel containers.
- D. Each video recording of each DVD shall be a simultaneous recorded audio recording. This audio recording, exclusively containing the commentary of the camera operator, shall assist in viewer orientation and in any needed identification, differentiation, clarification, or objective description of the feature being shown in the video portion of the recording. The audio recording also shall be free from any conversations between the camera operator and any other production technicians.
- E. All DVDs shall be permanently labeled and shall be properly identified by video number, Project title, and date(s) of the recording.
- F. Each video shall have a log of that video's contents. The log shall describe the various segments of coverage contained on that video in terms of the names of streets or easements, coverage beginning and end, directions of coverage, and video unit counter numbers.

### **3.02 Recording Schedule**

- A. The recording shall be performed prior to the placement of any construction materials or equipment on the proposed construction site. Coordinate the scheduling of the preconstruction video recording with the Owner.
- B. The Contractor shall coordinate the video recording with the construction schedule so that those portions of the construction that will be completed first will be recorded first.
- C. Off road access routes to and from the construction area shall be recorded prior to mobilizing to work areas.
- D. The Contractor shall deliver the video recordings to the Owner upon their completion. Upon delivery of the DVD's, transfer of ownership of those DVD's shall be made to the Owner.

### **3.03 Visibility**

All recordings shall be performed during times of good visibility. No recording shall be done during periods of significant precipitation, mist, or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subject, and to produce bright, sharp video recordings of those subjects. No recording shall be performed when more than 10% of the area to be recorded contains debris or obstructions unless otherwise authorized by the Engineer.

### **3.04 Continuity of Coverage**

- A. In order to increase the continuity of the coverage, the coverage shall consist of a single, continuous, unedited recording which begins at one end of a particular construction area. However, where coverage is required in areas not accessible by conventional wheeled vehicles and smooth transport of the recording system is not possible, such coverage shall consist of an organized, interrelated sequence of recordings at various positions along that proposed construction area.
- B. The average rate of travel during a particular segment of coverage (e.g., coverage of one side of the street) shall be directly proportional to the number, size, and value of the surface features within that construction area's zone of influence.

### **3.05 Camera Height and Stability**

When conventional wheeled vehicles are used as conveyances for the recording system, the distance between the camera lens and the ground shall not be more than 10 feet. The camera shall be firmly mounted, such that transport of the camera during the recording process will not cause any unsteady picture.

### **3.06 Camera Control**

Camera pan, tilt, zoom-in, and zoom-out rates shall be sufficiently controlled such that recorded objects will be clearly viewed during video playback. In addition, all other camera and recording system controls, such as lens, focus, and aperture, video level, pedestal, chroma, white balance, and electrical focus, shall be properly controlled or adjusted to maximize recorded picture quality.

### **3.07 Viewer Orientation Techniques**

The audio and video portions of the recording shall maintain viewer orientation. To this end, overall establishing views and visual displays of all visible house and building addresses shall be utilized. In easements where the proposed construction location will not be readily apparent in the recorded video, highly visible yellow flags shall be placed in such a fashion as to clearly indicate the proposed centerline of construction.

### **3.08 Areas to be Video Recorded**

- A. When video recording on private property, the Contractor shall give the Owner sufficient prior notice of such entry so that property owners may be advised of, and their permission obtained for, the Work.
- B. All video recording shall be done during regular business hours, unless otherwise specified by the property owner or the Owner. The Contractor shall enter and leave property in a professional and orderly, workmanlike manner.

**END OF SECTION**

## SECTION 01320

### PROJECT COMPLETION SCHEDULE

#### PART 1 GENERAL

##### 1.01 Section Includes

Project completion scheduling

##### 1.02 Submittals

- A. Prior to construction, prepare a schedule showing all major activities needed to complete project. Include major material and equipment order and delivery times. Submit to Owner no later than the date of the preconstruction conference.
- B. Schedule to utilize Critical Path Method formatted by establishing a precedence diagram which is time scaled. Include on schedule activity start dates, stop dates, and duration; critical path; float; delivery schedules. Include submittal dates and durations for components with extended lead times in schedule.
- C. Include on the schedule a minimum float of 1 day every 3 weeks during construction.
- D. Project substantial and final completion dates shown on schedule shall be same as or earlier than the contractual dates.

#### PART 2 PRODUCTS - Not Used

#### PART 3 EXECUTION

##### 3.01 Monitoring and Updating of Schedule

- A. Float shown on the schedule belongs to the project.
- B. Progress data shall be accumulated to update the schedule on a monthly basis, prior to submittal of the application for payment. Progress data shall include:
  - 1. Activities started
  - 2. Activities completed.
  - 3. Predicted activity starts
  - 4. Predicted activity completions
  - 5. Changes in original duration for specific activities
  - 6. Changes in activity sequences
  - 7. Percent complete on activities
- C. Update of schedule to include effect of the progress projected for the next two (2) reporting periods.

**END OF SECTION**



## SECTION 01410

### REGULATORY REQUIREMENTS AND PERMITS

#### PART 1 GENERAL

##### 1.01 Section Includes

Regulatory requirements, project permits

##### 1.02 Requirements of Regulatory Agencies

- A. All piping installed within the right-of-way of any city, county, state, or federal highway or railroad shall be in accordance with a permit to construct issued by the controlling agency and obtained by the Owner. In no case shall an open trench be constructed within a railroad right-of-way unless otherwise indicated.
- B. Whenever the Drawings and Specifications conflict with the requirements of the permit, then the requirements of the permit shall govern and the cost of abiding by the provisions of the permit shall be considered incidental to the Contract.
- C. All electrical apparatus and wiring pertaining to a piece of equipment or an appliance furnished and installed under this Contract shall comply with the National Electrical Code and shall be listed by Underwriters Laboratories or bear the approval of a recognized Testing Laboratory approved by the Engineer.
- D. All construction projects 1 or more acres in size that discharge to offsite areas are required to abide by the provisions of the National Pollution Discharge Elimination System (NPDES) General Permit.

##### 1.03 Project Permits

- A. The following permits have been obtained for the construction of the project, and are contained in the Appendix of the Project Manual:
  - 1. City of Wildwood Minor Site Plan Permit No. SP2207-001, dated 08/18/22.
- B. Prior to construction, the Contractor shall apply for the following permits for the Project construction:

<b>Permit Type</b>	<b>Permitting Agency</b>	<b>Permit Fee to be Paid By Contractor (Y/N)</b>
Coverage Under the NPDES Generic Permit For Stormwater Discharge from Large and Small Construction Activities	FDEP	Yes
Building Permit (Including Permits for all Subcontractor Work such as Electrical, structures, retaining walls, etc.)		Yes

Signed and sealed construction plans will be provided to the Contractor for its use in applying for the above permits. The Contractor is to coordinate with each permitting agency in order to determine the number of sets of signed and sealed construction plans that are required and the required sheet size (full size 22"x34" or half size 11"x17").

- C. The Contractor shall review and become familiar with all permits for the Project, complete with all conditions, attachments, exhibits and permit modifications. A copy of all permits for the Project shall be maintained by the Contractor at the project site, and shall be available for review upon request.
- D. The Contractor shall be fully responsible to abide by all provisions of the permits. The Contractor is responsible for the selection, implementation and operation of all measures required by the permits, including the maintenance of said measures as necessary during construction. No additional compensation will be allowed for any work associated with permit requirements.

**PART 2 PRODUCTS - Not Used**

**PART 3 EXECUTION - Not Used**

**END OF SECTION**

## SECTION 01415

### STORMWATER POLLUTION PREVENTION / NPDES REQUIREMENTS

#### PART 1 GENERAL

##### 1.01 Section Includes

Stormwater Pollution Prevention Plan requirements and recommendations under the NPDES program for construction projects located in Florida.

##### 1.02 Purpose

The purpose of this section is to outline minimum requirements for stormwater pollution prevention as required under the NPDES program. There may be more stringent local government or Owner requirements for Erosion and Sediment Control, which would be located in the Specifications or on the Drawings. The more stringent requirement governs.

##### 1.03 Related Sections

- A. Section 01410 - Regulatory Requirements and Permits
- B. Section 02370 - Erosion and Sediment Control

##### 1.04 Abbreviations

- A. NPDES - National Pollution Discharge Elimination System
- B. SWPPP - Stormwater Pollution Prevention Plan
- C. NOI - Notice of Intent
- D. NOT - Notice of Termination

##### 1.05 Definitions

The term "NPDES Generic Permit" means the State of Florida Department of Environmental Protection (FDEP) Generic Permit For Stormwater Discharge from Large and Small Construction Activities. The NPDES Generic Permit is also known as the NPDES) Construction Generic Permit (CGP).

##### 1.06 Construction Projects Requiring Compliance with NPDES Generic Permit

- A. All projects 1 or more acres in size that discharge to offsite areas.
- B. Smaller projects that are in the same construction corridor as larger construction projects where the larger project is 1 or more acre in size and is required to comply with the NPDES Generic Permit. In this case, even if the smaller project is less

than 1 acre in size, the smaller project must comply with the NPDES Generic Permit.

### **1.07 General Requirements**

- A. Construction of this project is required to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) Generic Permit for Stormwater Discharge from Small and Large Construction Activities.
- B. In order to meet NPDES requirements, the Contractor is responsible for preparing a Stormwater Pollution Prevention Plan (SWPPP), implementing, inspecting, maintaining, and reporting on all elements of the SWPPP, completing and submitting the required Notice of Intent (NOI) and Notice of Termination (NOT) forms as the Operator, and paying all associated fees. Copies of the NPDES Generic Permit, NOI, and NOT forms, and permit application fee information are available for download at [dep.state.fl.us/water/stormwater/npdes/](http://dep.state.fl.us/water/stormwater/npdes/)
- C. The SWPPP shall list all the contractors or subcontractors who will be conducting construction activities at the site, and identify the areas of the site in which they will be working. All contractors and subcontractors identified in the SWPPP must sign a copy of the certification statement contained at the end of this specification section before conducting any construction activities at the site. The certifications must have the name and title of the person signing the certification; the name, address, and telephone number of the contracting firm; and the signature date. These statements must be maintained in the SWPPP file on site.
- D. The SWPPP shall describe and ensure the implementation of best management practices which will be used to reduce the pollutants in stormwater discharge associated with construction activity and to assure compliance with the terms and conditions of the NPDES Generic Permit. The erosion and sediment control measures shown on these Drawings are the minimum required and are to be installed prior to construction. The Contractor is responsible for complying with all applicable rules, regulations and water quality standards and may need to install additional controls to meet these requirements.

### **1.08 SWPPP Implementation and Submittal Requirements**

- A. The SWPPP shall be completed prior to submittal of the NOI and shall include the elements necessary to comply with the NPDES Generic Permit for construction activities administered by the FDEP and shall also include all local governing agency and Owner requirements. There may be more stringent local government or Owner requirements for Erosion and Sediment Control, which would be located in the Specifications or elsewhere on these Drawings.
- B. The Contractor must file the NOI with FDEP and the Owner at least two (2) business days prior to the start of construction. The Contractor shall also submit a copy of the NOI to the MS4 operator for all projects that discharge stormwater associated with construction activity to a municipal separate stormwater system

(MS4). A copy of the NOI and a description of the project must be posted in a prominent place for public viewing at the construction site.

- C. The SWPPP must be implemented at the start of construction. A complete copy of the SWPPP, including copies of all inspection reports, plan revisions, etc., must be retained at the project site at all times during working hours and kept in the permanent project records for at least three years following submission of the NOT.
- D. Final Stabilization means that all soil disturbing activities at the site have been completed, and that a uniform perennial vegetative cover (evenly distributed, without large bare areas) with a density of at least 70% for all unpaved areas and areas not covered by permanent structures has been established or equivalent permanent stabilization measures (such as geotextiles) have been employed. Once construction is completed and final stabilization has been achieved, the Contractor must file the NOT to FDEP, the Owner, and the MS4 operator within 14 days.

### **1.09 Inspections**

- A. It is the responsibility of the Contractor to assure the adequacy of site pollutant discharge controls. Between the time the SWPPP is implemented and final site stabilization is achieved, all disturbed areas and pollutant controls must be inspected at least once every seven calendar days and within 24 hours following a rainfall of 0.5 inches or greater. The inspections are to be conducted by the Contractor's qualified designated representative.
- B. All inspections shall be documented in an inspection report that summarizes the scope of the inspection, the names and qualifications of personnel making the inspection; the date of the inspection; rainfall data; major observations relating to the implementation of the SWPPP, and actions taken in order to ensure compliance with NPDES requirements and the SWPPP. Such reports shall identify any incidents of non-compliance and actions taken to bring the project into compliance. Where a report does not identify any incidents of non-compliance, the report shall contain a certification that the facility is in compliance with the NPDES requirements and the SWPPP. Each inspection report shall be signed and certified by each qualified inspector.

### **1.10 Updating and Modifying the SWPPP**

- A. Based on inspection results, any modifications necessary to increase effectiveness of the SWPPP to an acceptable level must be made within seven calendar days of the inspection.
- B. The SWPPP must be updated each time there are significant modifications to the pollutant prevention system or a change of contractors working on the project who disturbs site soil. For construction activities where the operator changes, the new operator shall file an NOI for coverage under this permit at least two (2) days before assuming control of the project and the previous operator shall file an NOT to

terminate permit coverage in accordance with the NPDES Generic Permit. Amendments to the plan shall be prepared, signed, dated, and kept as attachments to the original SWPPP.

### 1.11 Minimum SWPPP Provisions

- A. The following list contains the items that must be included in the SWPPP. The SWPPP must clearly identify the contractor(s) or subcontractor(s) that will implement each item.
1. Stormwater Team: Identify the personnel (by name or position) that are part of the stormwater team responsible for implementing the SWPPP, including the qualified inspector. List their individual responsibilities in developing or implementing the SWPPP.
  2. Contractors /Subcontractors: List all the contractors or subcontractors who will be conducting construction activities at the site, and identify the areas of the site in which they will be working. All listed contractors and subcontractors must sign the certification contained at the end of this specification section.
  3. Site/Construction Activities Description:
    - a. Describe the nature of the construction activity.
    - b. Describe the intended sequence and time table of major activities that will disturb soils.
    - c. Include the scheduled starting and ending date for each major activity such as land clearing, grubbing, grading, cut and fill, dewatering operations, installation of erosion and sediment controls, installation of stormwater management systems, paving, final or temporary stabilization of exposed soil, and removal of construction equipment and vehicles.
    - d. Estimate the total area of the site and the total area that is expected to be disturbed by excavation, grading, or other construction activity.
    - e. Include existing data on soil types and the quality of any existing discharge from the site.
  4. For each proposed discharge point provide the following:
    - a. Latitude and Longitude
    - b. Drainage Area
    - c. Surface Waters or MS4
    - d. Estimate the amount of land that will be cleared during the construction activity for each drainage area.
  5. Include a site map showing all of the following:
    - a. Boundaries of the property.
    - b. Entrance/Exit Points
    - c. Locations where construction activities will occur.

- d. Locations where dewatering operation will occur.
  - e. Drainage patterns and approximate slopes and elevations anticipated after major grading activities.
  - f. Areas of soil disturbance.
  - g. Areas which will not be disturbed.
  - h. Location of major structural and nonstructural controls.
  - i. Location of areas where stabilization practices are expected to occur.
  - j. Location of surface waters and wetlands.
  - k. Location where stormwater is proposed to be discharged during construction to a surface water or MS4.
6. List all non-stormwater discharges covered under the CGP and the pollution prevention procedures that will be implemented. The following types of non-stormwater discharges, if they are listed in the SWPPP and the SWPPP includes appropriate pollution prevention procedures as to not cause or contribute to a violation of water quality standards are to be considered to be covered (allowed) by the CGP:
- a. Discharges from firefighting activities.
  - b. Fire hydrant flushings.
  - c. Waters without detergents used to spray off loose solids from vehicles.
  - d. Waters used to control dust.
  - e. Potable water sources such as waterline flushings.
  - f. Landscape irrigation water and drainage.
  - g. Routine external building washdown provided no detergents are used.
  - h. Pavement washwaters that do not contain detergents, leaks, spills of toxic or hazardous materials.
  - i. Air conditioning condensate.
  - j. Spring water.
  - k. Foundation or footing drain flows that are not contaminated with process material such as solvents.
  - l. Non-contaminated ground water associated with dewatering activities as described in Part 3.4 of the CGP.
7. The following non-stormwater discharges are prohibited by the CGP:
- a. Wastewater from concrete washout.
  - b. Wastewater from washout or cleanout of stucco, paint, form release oils, curing compounds, and other construction materials.
  - c. Fuels, oils, or other pollutants from vehicle and equipment operation and maintenance.
  - d. Soaps, detergents, solvents, or other cleaners.
  - e. Hazardous substances or oil resulting from an on-site spill.
  - f. Solid materials, including building materials.

- g. Any other non-stormwater discharge not specifically allowed by the CGP as identified above.
- 8. Dewatering Controls (If Applicable): Include a description of the BMPs that will be used to ensure that discharges of noncontaminated ground water from dewatering operations do not cause or contribute to violations of state water quality standards.
- 9. BMPs: Describe the BMPs that will be implemented for each major activity and the timing during the construction process that they will be implemented.
- 10. Permanent stormwater management controls: Describe the stormwater management controls or BMPs (e.g., stormwater detention or retention systems, vegetated swales, or velocity dissipation devices at discharge points) that will be installed during the construction process to control pollutants in stormwater discharges.
- 11. Inspections: Inspections must be at least once every seven calendar days and within 24- hours of the end of a storm event that is 0.50 inches or greater (even if it rains on the weekend or a holiday).
- 12. Maintenance: Describe the maintenance activities and schedules that will be followed to keep BMPs in good and effective operating condition.
- 13. Signed Certifications: Include all the signed contractors and subcontractors certifications in the SWPPP (Contained at the end of this specification is an example certification form).

**1.12 Site Data**

- A. The following site data is provided to the Contractor for use in preparing the SWPPP and completing the NOI:

Total Site Area:	9.88 AC
Total Area Impacted by Construction:	0.88 AC
Existing Site Soils:	Myakka-Myakka, Okeelanta Muck
Drainage Area Contributing to Each Discharge Point:	9.88 AC
Latitude and Longitude of Project Location:	28°49'50.81" N 81°59'32.10" W
MS4 Operator Name:	City of Wildwood
Receiving Waters:	Lake Deaton

**1.13 Minimum Erosion and Sediment Control Construction Requirements**



- A. Stabilize all construction site exits with coarse aggregate or other approved materials, in accordance with details on the Drawings. Other minimum construction requirements that need to be implemented in order to comply with the NPDES Generic permit include installation of sediment barriers down slope from construction activities that disturb site soil; constructing rock surface temporary parking areas; installation of sediment barriers down slope prior to clearing and grubbing; installation of sediment barriers on the down slope side of utility construction and soil stockpiles; and the installation of sediment barriers on the down slope side of grading activities.
- B. Stabilization measures shall be initiated as soon as practicable, but in no case more than 7 days, in portions of the site where construction activities have temporarily or permanently ceased.
- C. The Owner has the authority to limit surface area of erodible earth material exposed by clearing and grubbing, excavation, trenching, borrow and embankment operations. The Owner also has authority to direct Contractor to provide immediate permanent or temporary erosion and sediment control measures.
- D. The Contractor shall respond to erosion and sediment control maintenance requirements or implement additional measures to control erosion ordered by Owner or governing authorities within 48 hours or sooner if required at no additional cost to the Owner.
- E. The Contractor shall incorporate permanent erosion control features into project at earliest practical time to minimize need for temporary controls.
- F. For drainage basins with 10 or more disturbed acres at one time, a temporary (or permanent) sediment basin providing 3,600 cubic feet of storage per acre drained, or equivalent control measures, shall be provided where attainable until final stabilization of the site. The 3,600 cubic feet of storage area per acre drained does not apply to flows from offsite areas and flows from onsite areas that are either undisturbed or have undergone final stabilization where such flows are diverted around both the disturbed area and the sediment basin. For drainage basins with 10 or more disturbed acres at one time and where a temporary sediment basin providing 3,600 cubic feet of storage per acre drained, or equivalent controls is not attainable, a combination of smaller sediment basins and/or sediment traps and other BMPs should be used. At a minimum, silt fences, or equivalent sediment controls are required for all sideslope and downslope boundaries of the construction area.
- G. Water trucks shall be used as needed during construction to reduce dust generated on the site. Dust control must be provided by the Contractor and shall be in compliance with applicable local and state dust control regulations.

#### **1.14 Maintenance Requirements**

- A. Maintain all erosion and sediment control measures throughout construction. Repair or replace all damaged sediment barriers. Remove accumulated sediment along all silt fences where the height of the sediment exceeds one-third of the height of the silt fence. Inspect all temporary and permanent grassing areas and re-grass where there are bare spots, washouts, or unhealthy growth.
- B. At the completion of construction, once final stabilization has been achieved, clean all accumulated sediment from all storm structures, pipelines, and stormwater ponds. Remove all temporary sediment controls upon receipt of authorization to remove has been received from the Owner or Engineer. Note that this may not occur for some time after construction activities have been completed, in order to ensure their removal has not occurred until final stabilization has been achieved to the satisfaction of the Owner and Engineer.

### **1.15 Stormwater Discharge Provisions**

- A. Substances that have the potential for polluting surface and/or groundwater must be controlled by whatever means necessary in order to ensure that they do not discharge from the site. As an example, special care must be exercised during equipment fueling and servicing operations. If a spill occurs, it must be contained and disposed so that it will not flow from the site or enter groundwater, even if this requires removal, treatment, and disposal of soil in accordance with local and state regulations.
- B. All personnel involved with construction activities must comply with state and local sanitary or septic system regulations. Temporary sanitary facilities shall be provided at the site throughout the construction phase for use by all construction personnel and shall be serviced by a commercial operator at least once a week.
- C. Discharges resulting from groundwater dewatering activities at construction sites are permitted provided the groundwater is free of sediments, is not contaminated, and dewatering occurs in accordance with state and local governing agency regulations.
- D. Chemicals, paints, solvents, fertilizers, and other toxic material must be stored in waterproof containers. Except during application, the contents must be kept in trucks or within storage facilities. Runoff containing such material must be collected, removed from the site, treated, and disposed at an approved solid waste or chemical disposal facility.
- E. The discharge of hazardous substances or oil in the stormwater discharge(s) from a facility or activity shall be prevented. This does not relieve the operator of the reporting requirements of 40 CFR part 117 and 40 CFR part 302. The operator shall submit within 14 calendar days of knowledge of the release a written description of: the release (including the type and estimate of the amount of material released), the date that such release occurred, the circumstances leading to the release, and remedial steps to be taken. The SWPPP must be modified within 14 calendar days of knowledge of the release to: provide a description of

the release, the circumstances leading to the release, and the date of the release. In addition, the plan must be reviewed to identify measures to prevent the reoccurrence of such releases and to respond to such releases, and the plan must be modified where appropriate.

**CONTRACTOR / SUBCONTRACTOR CERTIFICATION**

The SWPPP shall list all the contractors or subcontractors who will be conducting construction activities at the site, and identify the areas of the site in which they will be working.

All contractors and subcontractors identified in the SWPPP must sign a copy of the following certification statement before conducting any construction activities at the site. The certifications must have the name and title of the person signing the certification; the name, address, and telephone number of the contracting firm; and the signature date.

These statements must be maintained in the SWPPP file on site.

Name of Contractor / Subcontractor Conducting Construction at the site:

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Business Address  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Business Telephone Number

CERTIFICATION:

**"I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan."**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**CONTRACTOR  
CERTIFICATION**

The SWPPP has been prepared by:

---

Business Name

---

Business Address

---

---

---

Business Telephone Number

The Contractor who has prepared the SWPPP shall make the following certification:

**“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”**

---

Signature

Date

---

Printed Name

**PART 2 PRODUCTS – Not Used**

**PART 3 EXECUTION – Not Used**

**END OF SECTION**

**SECTION 01450**  
**QUALITY CONTROL**

**PART 1 GENERAL**

**1.01 Section Includes**

Quality control, quality assurance

**1.02 Quality Control**

- A. It is the Contractor's responsibility to perform all work in conformance with the Plans and Specifications.
- B. The Contractor will be responsible to provide a quality control program to determine the compaction procedures necessary to obtain the specified compaction.
- C. The Owner will employ and pay for a soils testing laboratory to perform testing services outlined in these Contract Documents.
- D. The Contractor is solely responsible for coordinating testing needed with the Owner.
- E. The Contractor shall cooperate with the Owner and make the work and samples available for testing at no additional cost.
- F. The Contractor is responsible for all testing costs where re-testing is needed due to failing tests.

**1.03 Quality Assurance**

- A. The Owner reserves the right to have additional tests made beyond those specified in the Contract Documents. The Contractor shall cooperate with the Owner and make the work and samples available for Owner testing at no additional cost in case the Owner chooses to have additional Owner furnished testing performed. It is the sole responsibility of the Contractor to see that its work meets all provisions of the Contract Documents.
- B. The Contractor shall cooperate with the soils laboratory personnel and provide access to the work to be tested. The Contractor shall notify the Engineer and Owner's testing laboratory sufficiently in advance of operations to allow scheduling of tests. The Contractor shall furnish casual labor and facilities to obtain and handle samples at the site and to store and cure test samples as required.

#### **1.04 Testing of Materials**

- A. Unless otherwise specified, all materials shall be sampled and tested in accordance with the latest published standard methods of ASTM in effect at the time bids are received.
- B. Test of materials shall be made by a representative of the Owner. Testing of equipment shall be the responsibility of the Contractor or an authorized manufacturer's representative. All test results shall be furnished to the Engineer in writing. The Contractor shall provide facilities required to collect and forward samples. The Contractor shall furnish the required samples without charge.
- C. The Contractor shall not make use of or incorporate in the work, the materials represented by the sample until tests have been made and the material found to be in accordance with the requirements of the Specifications.
- D. Materials to be tested and the applicable test procedure shall be as outlined in the individual sections of these Specifications.

#### **1.05 Source and Quality of Materials and Equipment**

- A. The source of materials to be used shall be in accordance with the Contract Documents and as approved by the Engineer before delivery. The approval of the source of any material shall continue as long as the material conforms to the Specifications.
- B. All material not conforming to the requirements of the Specifications shall be considered as defective and shall be removed from the work. If in place, faulty materials shall be removed by the Contractor at its expense and replaced with acceptable material unless permitted otherwise by the Owner. No defective materials that have been subsequently corrected shall be reused until approval has been given.
- C. Upon failure of the Contractor to comply immediately with any order of the Owner to remove and replace defective material, the Owner shall have authority to remove and replace defective materials, and to deduct the cost of removal and replacement from any monies due or to become due to the Contractor. Failure to reject any defective materials or work at the time of installation shall in no way prevent later rejection when such defects are discovered, nor obligate the Owner to final acceptance.

#### **1.06 Additional Testing**

In addition to soils laboratory and materials testing, the Contractor shall perform other testing called for in the Contract Documents including but not limited to piping, pressure, leakage, infiltration and exfiltration, as appropriate.

**PART 2 PRODUCTS - Not Used**

**PART 3 EXECUTION - Not Used**

**END OF SECTION**



## SECTION 01520

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 GENERAL

##### 1.01 Section Includes

Construction facilities, controls, temporary utilities, project identification signs, field office and storage sheds, storage of materials and equipment.

##### 1.02 Related Sections

Section 01550 - Temporary Traffic Control

##### 1.03 Submittals

- A. Prior to installation of construction facilities and temporary controls, submit the following items for review and approval:
- B. Project identification sign - provide proposed text, layout, and sizing of all required signs

##### 1.04 Construction Facilities and Temporary Controls

All construction facilities and temporary controls remain the property of the Contractor establishing them and shall be maintained in a safe and useful condition until removed from the construction site.

##### 1.05 Removal of Temporary Construction

Remove the various temporary facilities, services, and controls and legally dispose of them as soon as the Owner deems permissible. Portions of the site and areas used for temporary facilities shall be restored to existing or better condition, including but not limited to fill replacement, regrading, compaction, and sodding.

##### 1.06 Transportation and Handling

- A. Manufactured materials and products shall be delivered to the project site as needed for installation, undamaged, in original packages, containers, or bundles, as packaged by the manufacturer with manufacturer's name, brand, seals, and labels intact.
- B. Materials other than those designated within the Specifications or approved by the Owner shall not be delivered to the project site.

##### 1.07 Storage and Protection

- A. The Contractor shall be responsible for protection and preservation of all materials until final acceptance of the Project. Any damage to work prior to acceptance shall be remedied by the Contractor at no additional cost to the Owner.
- B. Provide temporary weather-tight enclosures to protect work from damage by the elements, and protect finished surfaces to prevent any damage resulting from the work of any trade.

#### **1.08 Security**

- A. Contractor shall, at all times, be responsible for the security required in all project areas and shall provide all reasonable protection to prevent damage, injury or loss to employees on the Work and all other persons who may be affected thereby; all the work materials and equipment to be incorporated therein, whether in storage on or off the project site, under the care, custody or control of the Contractor or any subcontractors; and any other property under the care, custody or control of the Contractor or any subcontractors. Contractor shall be responsible for such security and safety until final acceptance of the Work.
- B. Full time watchmen will not be specifically required as a part of the Contract, but the Contractor shall provide inspection of work area daily and shall take whatever measures are necessary to protect the safety of the public, workmen, and materials, and provide for the security of the site, both day and night.

### **PART 2 PRODUCTS**

#### **2.01 Temporary Electric Service**

- A. Furnish and maintain temporary lighting and power required to perform the Work. Include in the Bid all costs for providing temporary electrical service.
- B. Temporary service shall include protective enclosures, branch wiring, outlets, lamps, and grounding as required by NEC and Local Electrical Codes.

#### **2.02 Temporary Heating**

The Contractor shall furnish fuel or power and provide and operate all temporary heating units. Heat shall be provided as necessary to perform the Work. Temporary heating units shall be adequately vented and approved devices which will not damage finished areas. The Contractor shall also furnish all tarpaulins and temporary enclosures necessary to provide this protection.

#### **2.03 Temporary Ventilation**

The Contractor shall provide, operate, and furnish power for temporary ventilation required for the proper installation and curing of materials and safety of workmen.

#### **2.04 Temporary Water**

- A. Provide a temporary water distribution system for all construction purposes and pay for all water used. Obtain temporary meters from the local water utility as required and pay all associated fees.
- B. Furnish potable drinking water in suitable dispensers and with cups for use of all employees at the job.
- C. Provide all temporary piping, hoses, etc., required to transport water to the point of usage by all trades.

## **2.05 Temporary Sanitary Facilities**

Provide temporary toilet facilities as required. Maintain these during the entire period of construction under this Contract for the use of all construction personnel on the job. Enough chemical toilets shall be provided to conveniently serve the needs of all personnel. Chemical toilets and their maintenance shall meet the requirements of State and local health regulations and ordinances.

## **2.06 Temporary Pumping and Site Drainage**

Keep the site free from water at all times to permit continuous access and to prevent damage to the work.

## **2.07 Material Hoists and Cranes**

- A. Provide material hoists required for normal use by all trades and employ skilled hoist operators. Provide all necessary guards, signals, safety devices, etc., required for safe hoist operation. The construction and operation of material hoists shall be in accordance with the applicable ANSI Standards, the "Manual Code of Accident Prevention in Construction" of the Associated General Contractors of America, OSHA, and of other Federal, State, and municipal codes or ordinances. The Contractor shall prohibit the use of hoists for transporting personnel. Hoists shall be located to avoid risk of damage to completed work.
- B. Special rigging and hoisting facilities shall be provided by each trade requiring their use.

## **2.08 Temporary Runways, Scaffolding, and Ladders**

- A. Provide temporary ladders, ramps, and runways as required for performance and inspection of the work. The above facilities shall be constructed and maintained in accordance with the applicable Federal, State, and Municipal regulations and codes.
- B. Furnish, erect, and maintain all scaffolding required for this work. Scaffolding shall be constructed and maintained in accordance with applicable State and Federal laws and local ordinances. Scaffolding shall be promptly removed after serving its purpose.

- C. The structural strength and safety of scaffolding, runways, covers, railings, ladders, stairs, etc., and compliance with law shall be the sole responsibility of the Contractor.

## **2.09 Temporary Chutes**

No materials shall be dropped from structures except through enclosed wooden or metal chutes which shall be provided and maintained as required for the performance of the work by the various trades.

## **2.10 Project Identification Sign**

- A. As soon as practicable after award of contract, but no later than twenty (20) days after the Notice to Proceed is issued, furnish and erect one sign for the project, placed at a location determined by Owner. The sign shall be erected when the work is started and shall be suitably supported, braced, and maintained, and shall be removed upon completion of the project or when directed by the Owner.
- B. The sign shall be 4'x8'x1" exterior grade plywood. All surfaces shall be painted with three coats of white exterior grade enamel paint, and all lettering shall be black. The sign shall contain text including the following:  
  
(Name of Owner)  
(Name of Project)  
Project Cost: \$ \_\_\_\_\_  
  
Engineer: CPH, LLC.  
Contractor: \_\_\_\_\_
- C. Submit to the Owner for approval the proposed sign lettering (fonts, size) and text prior to fabricating the signs.
- D. No other signs will be permitted.

## **2.11 Contractor's Field Office and Storage Sheds**

The Contractor shall provide field office and storage sheds that it determines are required for the performance of the Work and protection of materials and equipment.

## **2.12 Owner / Engineer Field Office – N/A**

# **PART 3 EXECUTION**

## **3.01 Access Roads and Parking Areas**

- A. Construct temporary roadways and parking areas within the site as required to provide proper access to the site for delivery of material and equipment of all trades. It is up the Contractor to determine whether it needs to construct any

temporary roads or parking areas to accommodate its construction (including delivery of materials, equipment, and manpower to the site).

- B. At completion of the work or when directed by the Owner, surfacing and sub-base material used for the temporary road and parking areas shall be removed, unless otherwise approved by the Owner.

**END OF SECTION**

## SECTION 01630

### PRODUCT SELECTION AND SUBSTITUTION PROCEDURES

#### PART 1 GENERAL

##### 1.01 Section Includes

Product selection and substitution procedures

##### 1.02 Product Selection

- A. Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, new at the time of installation.
- B. To the fullest extent possible, provide products of the same kind from a single source.
- C. Compatibility among product options is required. Where more than one choice is available as options during product selection, select an option which is compatible with other products and materials already selected.
- D. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
- E. Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- F. Where Contract Documents are at variance with specific manufacturer's details and installation procedures, contact Engineer for resolution prior to start of work.
- G. For products specified by naming a number of products and manufacturers and "or equal", select any of the products and manufacturers listed, or propose a substitution. If the Contractor wishes to propose a substitution, the Contractor must submit a request for product substitution for approval by the Engineer and Owner.
- H. For products specified naming only one product and manufacturer or a number of products and manufacturers without the "or equal" allowance, no substitutes are allowed.
- I. For products specified by reference standards only, the Contractor may provide any product complying with the specified standard.
- J. For products specified by performance and descriptive methods, without naming manufacturer's products, the Contractor may provide the products of any

manufacturer complying with the Contract Documents, subject to the review of product data and concurrence by the Engineer as specified herein.

### **1.03 Substitutions**

- A. The intent of these Specifications is to provide the OWNER with a quality facility without discouraging competitive bidding. Substitutions may be submitted and will be evaluated as specified herein.
- B. If the Contractor wishes to provide a product other than one named in the Specifications, he shall submit sufficient information to the Engineer for evaluation and determination of acceptability of the product prior to Bid Opening.
- C. The Contractor is responsible for obtaining information required by the Engineer for the evaluation of products. The Engineer is responsible for determination of the equality of products, and his decision shall be final, except as otherwise provided by law and funding agency regulations.
- D. Substitution requests can be made after Bid Opening when:
  - 1. A specified product is no longer available
  - 2. The product cannot be delivered by the manufacturer in a timely manner
  - 3. The product is found to be incompatible with other specified products
  - 4. Proposed substitutions will yield a cost savings to the Owner
- E. The Contractor shall be responsible for the constructability and performance of any substitute materials requested by the Contractor and approved by the Engineer or by the Owner. The Contractor shall ensure that any approved substitute materials will perform to the intent of the specified materials, at no additional cost or time to the Owner, including the costs of installation, testing, repair, or correction of the utility system due to the performance or lack thereof of the substitute material.

**PART 2 PRODUCTS - Not Used**

**PART 3 EXECUTION - Not Used**

**END OF SECTION**

## SECTION 01770

### CONTRACT CLOSEOUT

#### PART 1 GENERAL

##### 1.01 Section Includes

Substantial completion requirements, clean-up, final completion requirements, closeout submittals

##### 1.02 Clean-Up Operations

- A. The entire Project site shall be thoroughly cleaned at the completion of the Work.
- B. Clean all installed pipelines, structures, sidewalks, paved areas, accumulated silt in ponds, plus all adjacent areas affected by construction, as directed by the Owner or jurisdictional agency. Equipment to clean these surfaces shall be subject to approval by the Owner.
- C. Restore to original condition or better all property not designated for alteration by the Contract Documents, including all areas used for staging and storage. Restoration includes but is not limited to fill replacement, regrading, compaction, and sodding. Conduct inspections of the completed restoration with the Owner, and conduct additional restoration as directed.

##### 1.03 Substantial Completion Requirements

- A. Complete the following before requesting the inspection for certification of substantial completion.
  - 1. Submit record drawings in accordance with section 01780.
  - 2. Complete required cleaning and testing of the completed construction in accordance with the specifications and the Owner's operating and maintenance personnel.
- B. Work is not substantially complete until the following has occurred:
  - 1. The Owner and the public can use the pier, sidewalk, and parking areas.

##### 1.04 Final Completion Requirements

- A. Complete the following before requesting the inspection for certification of final completion.
  - 1. All punchlist items identified during the substantial completion inspection.
  - 2. Deliver tools, spare parts, extra stocks of material and similar physical items to the Owner.



3. Discontinue or change over and remove temporary facilities and services from the project site, along with construction tools and facilities, mock-ups, and similar elements.
4. Clean all marred surfaces including touch up painting, pressure washing, or other measures as needed as directed by the Owner.
5. Broom clean paved driveways and parking areas.
6. Hose clean sidewalks, loading areas, and others contiguous with principal structures.
7. Fully restore all property not designated for construction including all areas used for staging and storage.
8. Provide Final Record Drawings in accordance with Section 01780.

#### **1.05 Closeout Submittals**

- A. Upon completion of the project, or portions thereof, the Contractor shall transfer to the Owner all applicable items accumulated throughout construction. These include but are not limited to the following items:
1. Service manuals, installation instructions, maintenance and operating instructions, special tools, and specialties
  2. Spare parts ordered as part of this Contract
  3. Delivery of any salvaged or borrowed materials or equipment to the Owner
  4. All keys to all doors, gates, and equipment
  5. Checklist indicating satisfactory completion of all unfinished items from the final inspection
  6. Certificate of Substantial Completion
  7. Certificate of Final Completion
  8. Submittal of the Material and Workmanship Bond
  9. Submittal of manufacturers' guarantees, warranties, bonds, and letters of coverage extending beyond the time limitations of the Contractor's guarantee.
  10. Contractor's Final Release of Lien
  11. Final Waivers of lien from all Subcontractors and Suppliers
  12. Consent of Surety to Final Payment
  13. Final record documents of completed facilities

**PART 2 PRODUCTS - Not Used**

**PART 3 EXECUTION - Not Used**

**END OF SECTION**

**SECTION 01780**  
**RECORD DRAWINGS**

**PART 1 GENERAL**

**1.01 Section Includes**

Record Drawing requirements including format requirements and submittal procedures.

**1.02 General Requirements**

- A. As the Work progresses, the Contractor shall be responsible for recording information on the approved Contract Documents concurrently with construction progress.
- B. Mark on the Contract Drawings all changes in direction and location of structure, piping, equipment, electrical, and mechanical work.
- C. If requested, mark on the Specifications the manufacturer, trade name, catalog, and supplier of each product actually installed, and mark changes made by Change Order or Field Order.
- D. Record Drawings shall depict surveyed as-built information including horizontal and vertical locations as required herein. All Record Drawings shall be prepared by the Contractor in ACAD format using construction plan sheets provided by the Engineer. As-built information shall be field verified, measured, added to the ACAD files of the construction plan sheets provided by the Engineer, and certified, signed and sealed by the Contractor's licensed Surveyor who will be responsible for the accuracy of all dimensions and elevations. Sheet sizes and the scale of the Record Drawings shall match sheet sizing and scale of the construction plans. Add blowup details if necessary.
- E. Record Drawings shall clearly show all field changes of dimension and detail including changes made by field order or by change order.
- F. The surveyed as-built information shall be vertically based on the North American Vertical Datum of 1988 (NAVD 88) and the coordinate system shall be based horizontally on the North American Datum 83 (NAD83) (1990 adjustment). The as-built survey shall be referenced to the project benchmarks and shall be referenced to the state plane coordinates. All valves (center of pipe) and valve boxes (grade), hydrants (grade), blow offs (grade), sample points (grade) and meter boxes (grade), etc. shall be clearly shown.
- G. The surveyed as-built location of the newly constructed facilities shall be in an ACAD overall base drawing which is in State Plane. Providing "paper space" views that are not in State Plane of the constructed facilities is not acceptable. Providing northing and easting point tables on separate new sheets added to the

construction plans is not acceptable. The as-built northing and easting data must be on the individual construction plan sheets to which the data applies.

- H. The as-built information shown on the Record Drawings is to include, but not be limited to, the following:
1. All parking areas, sidewalk, sidewalk ramps, landing areas, and ramps designated for handicap access shall contain horizontal and vertical measurements in order to verify required widths, slopes, and cross slopes have been met.
  2. Provide vertical elevations and cross slopes at each end of the pier, where the two segments of the pier intersect, and every 20-ft along the entire pier.
  3. Provide elevations along all new asphalt pavement
  4. Where the plans contain specific horizontal location data, such as station and offset, the as-built drawings are to reflect the actual horizontal location.
  5. Where the plans contain specific vertical elevation data, the as-built drawings are to reflect the actual measured vertical elevation.

### **1.03 Submittal Requirements**

- A. Record Drawings are to be prepared by the Contractor, certified by the Contractor's licensed surveyor, and delivered to the Engineer for review. The Engineer will review the drawings for completeness in accordance with the requirements of this section within seven (7) full working days. For preliminary review, submittal in ACAD and PDF format is sufficient and signed and sealed copies are not necessary. Final submittal of complete Record Drawings shall consist of one set signed and sealed by the Contractor's licensed surveyor plus ACAD and PDF files of the Record Drawings delivered to the Engineer.
- B. If the drawings are found to be incomplete or inaccurate, the drawings will be returned to the Contractor for correction.
- C. Complete record drawings that are found to be satisfactory as a result of the Engineer's review will be used as the basis for the final project Record Drawings prepared by the Engineer using the Contractor provided record drawings plus Engineer added information.
- D. Complete signed and sealed Record Drawings are required to be delivered to the Owner prior to final inspection of the project. Final inspections will only be scheduled upon receipt of signed and sealed record drawings that have been reviewed by the Engineer and delivered by the Engineer to the Owner.

**PART 2 PRODUCTS - Not Used**

**PART 3 EXECUTION - Not Used**

**END OF SECTION**

**SECTION 02220**  
**SITE DEMOLITION**

**PART 1 GENERAL**

**1.01 Section Includes**

- A. Demolition of designated site structures, retaining walls and foundations and removal of materials from project site.
- B. Demolition and removal of pavements, curbs and gutters, drainage structures, utilities, signage or landscaping.
- C. Disconnecting and capping or removal of identified utilities.
- D. Filling voids in subgrade created as a result of removals or demolition.
- E. Disposal of demolished materials.

**1.02 Related Sections**

- A. Section 02230 - Site Preparation
- B. Section 02310 - Finish Grading
- C. Section 02315 - Excavation and Fill

**1.03 Regulatory Requirements**

- A. Conform to applicable State and local codes for demolition of structures, safety of adjacent structures, dust control, and runoff control.
- B. Obtain required permits and licenses from appropriate authorities. Pay associated fees including disposal charges.
- C. Notify affected utility companies before starting work and comply with their requirements.
- D. Do not close or obstruct roadways, sidewalks, or fire hydrants without appropriate permits.
- E. Conform to applicable regulatory procedures when hazardous or contaminated materials are discovered.
- F. Test soils around buried tanks for contamination.

**1.04 Project Record Documents**

Accurately record actual locations of capped utilities and subsurface obstructions that will remain after demolition.

### **1.05 Project Conditions**

- A. Structures to be demolished will be discontinued in use and vacated prior to start of work.
- B. Owner assumes no responsibility for condition of structures to be demolished.
- C. Conditions existing at time of inspection for bidding purposes will be maintained by Owner as practicable. Variations within structures may occur by Owner's removal and salvage operations prior to start of demolition work.
- D. Unless otherwise indicated in Contract Documents or specified by the Owner, items of salvageable value to Contractor shall be removed from site and structures. Storage or sale of removed items on site will not be permitted and shall not interfere with other work specified in Contract Documents.
- E. Explosives shall not be brought to site or used to demolish structures.

## **PART 2 PRODUCTS - Not Used**

## **PART 3 EXECUTION**

### **3.01 Preparation**

- A. Provide, erect, and maintain erosion control devices, temporary barriers, and security devices at locations indicated on Construction Drawings.
- B. Protect existing landscaping materials, appurtenances, and structures which are not to be demolished. Repair damage caused by demolition operations at no cost to Owner.
- C. Prevent movement or settlement of adjacent structures. Provide bracing and shoring as needed.
- D. Mark location of utilities. Protect and maintain in safe and operable condition utilities that are to remain. Prevent interruption of existing utility service to occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities as acceptable to governing authorities and Owner.

### **3.02 Salvage – N/A**

### **3.03 Demolition Requirements**

- A. Conduct demolition to minimize interference with adjacent structures or pavements.

- B. Cease operations immediately if adjacent structures appear to be in danger and notify the Owner. Do not resume operations until directed by the Owner.
- C. Conduct operations with minimum of interference to public or private access. Maintain ingress and egress at all times.
- D. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon, or limit access to their property.
- E. Sprinkle work with water to minimize dust. Provide hoses and water connections for this purpose.
- F. Comply with governing regulations pertaining to environmental protection.
- G. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing prior to start of work.
- H. Demolition plan identifies major structures and items to be demolished. Include incidental demolition to completely demolish structures whether indicated on plan or not.

#### **3.04 Demolition**

- A. Demolish buildings completely and remove from site using methods as required to complete work within limitations of governing regulations. Small structures may be removed intact when acceptable to the Owner.
- B. Locate demolition equipment and remove materials so as to prevent excessive loading to supporting walls, floors, or framing.
- C. Demolish concrete and masonry in small sections. Break up concrete slabs-on-grade that are 2-feet or more below proposed subgrade. Remove slabs-on-grade and below grade construction within 2-feet of proposed subgrade.

#### **3.05 Filling Voids**

- A. Completely fill below grade areas and voids resulting from demolition or removal of structures, underground fuel storage tanks, wells, cisterns, etc., using approved select fill materials consisting of stone, gravel, and sand free from debris, trash, frozen materials, roots, and other organic matter.
- B. Ensure that areas to be filled are free of standing water, frost, or unsuitable material, trash, and debris prior to fill placement.
- C. Place fill materials in accordance with Sections 02315 or 02320 as applicable unless subsequent excavation for new work is required.

- D. Grade surface to match adjacent grades and to provide flow of surface drainage after fill placement and compaction.

### **3.06 Disposal of Demolished Materials**

- A. Remove from site debris, rubbish, and other materials resulting from demolition operations.
- B. No burning of any material, debris, or trash on-site or off-site will be allowed.
- C. Transport materials removed from demolished structures with appropriate vehicles and dispose off-site to areas that are approved for disposal by governing authorities and appropriate property owners.

### **3.07 Cleanup**

- A. Clean the Project site to a condition satisfactory to the Engineer, free from demolished materials, rubbish or debris. Grade the site to meet adjacent contours and provide a positive flow for surface drainage.
- B. Restore items intended to remain that have been damaged by demolition work at no cost to, and to the satisfaction of the Owner.
- C. Return all interrupted utility services to their pre-demolition state and disconnect temporary services, unless otherwise specified.

**END OF SECTION**

**SECTION 02230**  
**SITE PREPARATION**

**PART 1 GENERAL**

**1.01 Section Includes**

- A. Layout of work and protection of bench marks.
- B. Protection of structures, trees, or vegetation to remain.
- C. Clearing and grubbing.
- D. Stripping and storing topsoil.

**1.02 Related Sections**

- A. Section 02220 - Site Demolition
- B. Section 02370 - Erosion and Sedimentation Control

**1.03 Coordination**

- A. Notify the following utility owners which may have utilities in the project area and coordinate with them to avoid service interruptions and/or safety hazards:
  - 1. SECO Energy
  - 2. CenturyLink
  - 3. Charter Communications
  - 4. City of Wildwood
  - 5. Sumter County
- B. Contact "Sunshine State, One-Call" by dialing "811", to determine if there are other utilities in the area, and their location. For additional information: [www.callsunshine.com](http://www.callsunshine.com).

**PART 2 PRODUCTS - Not Used**

**PART 3 EXECUTION**

**3.01 Bench Marks and Monuments**

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 the Owner. All benchmarks, property corners, and other survey monuments that are lost, damaged, or destroyed shall be replaced by a Licensed Surveyor at the Contractor's expense.



### **3.02 Laying Out Work**

- A. Base lines, property lines, and easement lines, are shown on the Drawings. Benchmarks utilized are also shown on the drawings.
- B. Stake out the construction, establish lines and levels, temporary bench marks, batter boards, centerlines and reference points for the work, and verify all dimensions relating to interconnection with existing features.
- C. Report any inconsistencies in the proposed grades, lines and levels, dimensions and locations to the Engineer before commencing work.
- D. Contain all construction activities within the right-of-way, easements, and property secured by the Owner, as shown on the drawings. Do not disturb surrounding properties or travel on surrounding properties without written consent from the property owner. Repair or reconstruct damaged areas on an immediate basis. All costs for repairs shall be the responsibility of the Contractor.

### **3.03 Burning**

Burning is not allowed.

### **3.04 Protection of Trees, Shrubs, and Lawns**

- A. Protect all trees and shrubs located outside the right-of-way, easements, and Owner secured property, particularly those trees and shrubs located adjacent to work areas.
- B. Within the right-of-way, easements, and Owner secured property, the intent is to allow trees and shrubs to remain in accordance with the following schedule:
  - 1. New roadway construction – trees and shrubs to remain where located more than 15 feet from the back of curb, or outside the limits of excavation or fill areas, whichever is further.
  - 2. Utility pipeline construction – trees and shrubs to remain outside a 15 foot wide path, centered on the pipeline.
- C. Protect branches, trunks, and roots of trees and shrubs that are to remain. Trees to remain in the construction area shall be boxed, fenced or otherwise protected before any work is started; remove boxing when directed by the Engineer. Do not permit heavy equipment or stockpiles within branch spread. Remove interfering branches without injury to trunks and cover scars with tree paint.
- D. All lawn areas disturbed by construction shall be replaced with like kind to a condition similar or equal to that existing before construction. Where sod is to be removed, it shall be carefully removed, and the same re-sodded, or the area where sod has been removed shall be restored with new sod in the manner described in the applicable section.

- E. Where fencing, walls, shrubbery, grass strips or area must be removed or damaged incident to the construction operation, the Contractor shall, after completion of the work, replace or restore to the original condition.
- F. The cost of all labor, materials, equipment, and work for restoration shall be deemed included in the appropriate Contract Item or items, or if no specific item is provided therefore, as part of the overhead cost of the Work, and no additional payment will be made therefore.

### **3.05 Public Nuisance**

- A. The Contractor shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.
- B. Sound levels shall not exceed 55 dBA 8 a.m. to 8 p.m. This sound level shall be measured at the exterior of the nearest exterior wall of the nearest residence. Levels at the equipment shall not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the Work halted until equipment can be quieted to these levels. Work stoppage by the Owner for excessive noise shall not relieve the Contractor from completing the Work on time.
- C. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.

### **3.06 Existing Utilities**

- A. The Contractor shall conduct additional utility verification where needed to perform its work and protect existing utilities.
- B. Utility lines that are damaged during construction shall be repaired by the Contractor and service restored within 4-hours of the breakage. The Owner retains the option of repairing any damage to utility pipes in order to expedite service to the customers. The Contractor will remain responsible for all costs associated with the repair.
- C. Exploratory excavations shall be conducted by the Contractor for the purpose of locating underground pipelines or structures in advance of the construction. Test pits shall be excavated in areas of potential conflicts between existing and proposed facilities and at piping connections to existing facilities a minimum of 48-hours or 1,000-feet in advance of work. If there is a potential conflict, the Contractor shall notify the Owner immediately. Information on the obstruction to be furnished by the Contractor shall include: Location, Elevation, Utility Type, Material and Size. Test pits shall be backfilled immediately after their purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the Owner.
- D. It is intended that wherever existing utilities must be crossed, deflection of the pipe within specified limits and cover shall be used to satisfactorily clear the obstruction unless otherwise indicated on the Drawings. However, when in the opinion of the

Owner this procedure is not feasible, the Owner may direct the use of fittings for a utility crossing or conflict transition as detailed on the Drawings.

### **3.07 Relocation of Utilities**

- A. Active utilities which do not interfere with the work shall be supported and protected from damage. After obtaining the Engineer's approval, relocate or remove active utilities which will interfere with work as indicated. Pay for all damage to active utilities and for relocation or removal of all interfering utilities which are ascertainable from Drawings, surveys, site inspection or encountered during construction.
- B. Coordinate with each utility and pay all costs associated with the protection of existing facilities during construction. Also coordinate necessary relocations or other construction related matters with each utility.
- C. Inactive or abandoned utilities and appurtenant structures encountered shall be removed to avoid interference as directed by the Engineer. Exposed ends of abandoned lines shall be plugged or capped in a water-tight manner.

### **3.08 Clearing and Grubbing**

- A. Areas to receive clearing and grubbing shall include all areas to be occupied by the proposed improvements, areas for fill and site grading, and borrow sites. Remove trees outside of these areas only as indicated on the Drawings or as approved in writing by the Engineer.
- B. Clearing shall consist of removing trees and brush and disposal of other materials that encroach upon or otherwise obstruct the work.
- C. Exercise extreme care during the clearing and grubbing operations. Do not damage existing structures, pipes or utilities.
- D. Grubbing shall consist of removing and disposing of stumps, roots larger than 2" in diameter, and matted roots. Remove to a depth of not less than 18" below the original surface level of the ground.
- E. All combustible debris and refuse from site preparation operations shall be removed to legal offsite disposal areas.

### **3.09 Topsoil Removal**

- A. All areas to be occupied by proposed improvements, and borrow sites shall be stripped of all brush, weeds, grass, roots and other material.
- B. Remove all loamy, organic topsoil suitable for seeding and planting to whatever depth encountered and store separately from other excavated material. Stockpile in designated areas and provide for proper drainage. Cover storage piles as required to prevent windblown dust.

- C. All removed topsoil shall be stockpiled within the project work area. Topsoil can be incorporated into the project in all areas that are to be grassed.
- D. Dispose of unsuitable topsoil as specified under disposal of debris. Excess topsoil shall be removed from site unless specifically noted on Contract Drawings.

### **3.10 Disposal of Debris**

- A. All combustible debris and refuse from site preparation operations shall be removed to legal offsite disposal areas.
- B. All non-combustible debris (not including acceptable fill material, fences, or other structures), resulting from site preparation operations shall become the property of the Contractor and shall be removed to legal offsite disposal areas.

**END OF SECTION**

## SECTION 02310

### FINISH GRADING

#### PART 1 GENERAL

##### 1.01 Section Includes

Topsoil placement, grading of site

##### 1.02 Related Sections

- A. Section 02230 - Site Preparation
- B. Section 02315 - Excavation and Fill

##### 1.03 References

- A. American Association of State Highway and Transportation Officials (AASHTO) latest edition:
  - 1. AASHTO T267 – Determination of Organic Matter in Soils by Loss on Ignition

#### PART 2 PRODUCTS

##### 2.01 Topsoil

- A. Topsoil shall be fertile, friable, natural topsoil typical of the area, free from subsoil, stones, plants, roots or other extraneous material and shall not be used while muddy or frozen.
- B. Topsoil shall contain not less than 8% organic matter (AASHTO T267). The topsoil shall consist of either natural topsoils typical of the locality and free from coarse stone aggregate or surface soils stripped from the site and enriched with humus at a rate of 8% by volume. The soil mixture prepared by mixing surface soils and humus shall be free of oil, cinders, coarse stone, and woody root material.

#### PART 3 EXECUTION

##### 3.01 General

Provide all topsoil placement and finish grading and filling to achieve the lines and grades indicated on the Drawings. All earthwork shall be done in a manner that provides drainage.

##### 3.02 Topsoil Placement

Place topsoil in all areas of new grading. The compacted subgrade to receive topsoil shall be scarified to a depth of 3 inches. Topsoil shall be spread evenly and compacted to a thickness of not less than 6 inches, to the proposed elevations and grades. Grade flush with walks, curbs, and paving.

### **3.03 Finish Grading**

- A. All areas of the project including all previously grassed areas that have been disturbed, borrow sites, excavated and filled sections and adjacent transition areas shall be uniformly smooth-graded. Depressions from settlement shall be filled and compacted. Tops of embankments and breaks in grade shall be rounded. All surfaces shall be finished to provide adequate drainage. Finished surfaces shall be reasonably smooth, compacted, free from irregular surface changes and comparable to the smoothness obtained by blade-grader operations.
- B. Slope grades to drain away from structures at a minimum of ¼-inch per foot for 10 feet.
- C. Finished surfaces adjacent to paved or surfaced areas and within 10 feet of structures shall be within 1 inch of the proposed grade. All other areas shall be within 3 inches of the proposed grade.
- D. Newly graded areas shall be protected from traffic and erosion. All settlement or washing away that may occur from any cause prior to seeding or acceptance shall be repaired and grades re-established to the required elevations and slopes at no additional cost to the Owner.
- E. Unless otherwise indicated, dispose of all surplus material.

**END OF SECTION**

**SECTION 02315**  
**EXCAVATION AND FILL**

**PART 1 GENERAL**

**1.01 Section Includes**

- A. Excavation and fill for roads, ponds, general site work
- B. Sheeting, shoring and bracing
- C. Compaction

**1.02 Related Sections**

- A. Section 02230 - Site Preparation
- B. Section 02310 - Finish Grading
- C. Section 02370 - Erosion and Sedimentation Control

**1.03 References**

- A. American Association of State Highway and Transportation Officials (AASHTO) latest edition:
  - 1. AASHTO M145 - Classification of Soils and Soil Aggregate Mixtures
  - 2. AASHTO T180 - Moisture-Density Relations of Soils Using a 10-lb Rammer and 18-in Drop
- B. American Society for Testing and Materials (ASTM) latest edition:
  - 1. ASTM D1557 - Laboratory Compaction Characteristics of Soil Using Modified Effort
  - 2. ASTM D2487 - Classification of Soils for Engineering Purposes
- C. Occupational Safety and Health Administration (OSHA) Regulations, including:
  - 1. Part 1926 Subpart P – Excavations

**1.04 Definitions**

- A. Backfill = material placed in newly excavated areas to the topsoil, paving sub-grade, or foundation level.
- B. Influence Area = the area within lines sloped downward at 45 degrees from the outer edges of paving, foundations, and utility lines. As a minimum, the influence

area shall extend 5 feet beyond the edge of pavement (where there is no curb) or 5 feet beyond the back of curb.

### **1.05 Quality Assurance**

- A. Field density testing frequencies:
  - 1. One test for each 5,000 square feet or fraction thereof per lift of general backfilling, minimum 2 tests each layer.
  - 2. One test per each lift of backfill around and under structures.
  - 3. One test per lift per each change in type of fill.
  - 4. One test per 1000 square feet of pavement subgrade, minimum of 2 tests.
- B. Pond construction shall result in the finished pond having side slopes and dimensions that are in accordance with the construction drawings. It is the Contractor's sole responsibility to ensure that these requirements have been met. If the constructed side slopes are steeper than the required side slopes, or the pond volume is not within three (3) percent of the design volume, the Contractor may be required to make corrections to the pond at no additional cost to the Owner.
- C. Sheeting, shoring, and bracing used for the support of excavations over 20 feet deep shall be designed by a professional engineer licensed by the State of Florida.

### **1.06 Preconstruction Requirements**

Precondition surveys and vibration monitoring are required for those areas where residential structures are within 100 feet of the proposed construction.

## **PART 2 PRODUCTS**

### **2.01 General**

It is intended that previously excavated materials conforming to the following requirements be utilized wherever possible.

### **2.02 Materials**

- A. Acceptable materials (suitable material): AASHTO M145 classification A-1, A-3, A-2-4, A-2-6; ASTM D2487 classification GW, GP, GM, SM, SW, SP; unless otherwise disapproved within the Soil and Subsurface investigation reports. No more than 12% of acceptable materials shall pass the number 200 sieve.
- B. Unacceptable materials (unsuitable material): AASHTO M145 classification A-2-5, A-2-7, A-4, A-5, A-6, A-7, A-8; ASTM D2487 classification GC, SC, ML, MH, CL, CH, OL, OH, PT; unless otherwise approved within the Soil and Subsurface investigation reports.



- C. Flowable fill shall be “Excavatable” and shall meet the requirements of FDOT specification section 121, with a maximum 28-day compressive strength of 100 psi and a minimum 28-day compressive strength of 80 psi.

### **2.03 Sheeting, Shoring, and Bracing**

- A. The structural strength and safety of all sheeting, shoring and bracing shall be the sole responsibility of the Contractor. Repair any damage resulting from failure to provide adequate supports.
- B. Provide timber work, shoring, bracing, sheeting, and sheet piling where necessary to retain banks of excavations, prevent cave-in of adjacent ground, prevent displacement of utilities and structures, and to protect public safety.
- C. Contractor is solely responsible for the design, installation, and operation of dewatering systems and their safety and conformity with local codes and regulations.

## **PART 3 EXECUTION**

### **3.01 General Construction Requirements**

- A. Provide suitable temporary drainage channels for any water that may flow along or across the work as specified hereafter.
- B. Provide barriers, warning lights and other protective devices at all excavations.
- C. Sidewalks, roads, streets, and pavements shall not be blocked or obstructed by excavated materials, except as authorized by the Engineer, in which case adequate temporary provisions must be made for satisfactory temporary passage of pedestrians, and vehicles. Minimize inconvenience to public travel or to tenants occupying adjoining property.
- D. Where necessary to place excavated material adjacent to buildings, erect barriers to keep earth at least 4 feet from such buildings. Earth deposited on lawns shall be promptly and carefully removed to preserve the turf. All trees, shrubs, and landscaping shall be protected. Boring and jacking shall be used, if necessary, except where written permission is granted to remove trees and shrubs.
- E. If open excavations cross existing rigid surfacing, the surfacing shall be removed for a width one foot beyond the anticipated edge of the excavation. The pavement break shall be sawed to insure a straight joint. Surface replacement shall match existing surfacing except as otherwise indicated on the Drawings. Where open excavation is allowed along or across public roadways, excavation, backfill, and surface replacement shall conform to the requirements of all permits applicable thereto. In no case shall surface replacement edges bear on less than 12" of undisturbed soil.

### **3.02 Preparation**

- A. Identify required lines, levels, contours, and datum.
- B. Locate and identify existing utilities that are to remain and protect from damage.
- C. Notify utility companies to remove or relocate utilities that are in conflict with proposed improvements.
- D. Protect plant life, lawns, fences, existing structures, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- E. Protect benchmarks, property corners, and other survey monuments from damage or displacement. If marker needs to be removed it shall be referenced by licensed land surveyor and replaced, as necessary, by same.
- F. Prior to placing fill in low areas, such as previously existing ditches, ponds, or lakes, perform following procedures:
  - 1. Drain water out by gravity with ditch having flow line lower than lowest elevation in low area. If drainage cannot be performed by gravity ditch, use adequate pump to obtain the same results.
  - 2. After drainage of low area is complete, remove mulch, mud, debris, and other unsuitable material by using acceptable equipment and methods that will keep natural soils underlying low area dry and undisturbed.
  - 3. If proposed for fill, muck, mud, and other materials removed from low areas shall be dried on-site by spreading in thin layers for observation by Engineer. Material shall be inspected and, if found to be suitable for use as fill material, shall be incorporated into lowest elevation of site filling operation, but not under building or pavement subgrade or within 10'-0" of perimeter of building subgrade or paving subgrade. If, after observation by Engineer, material is found to be unsuitable, unsuitable material shall be removed from site.

### **3.03 Sheeting, Shoring, and Bracing**

- A. Furnish, install, and maintain, without additional compensation, sheeting, bracing, and shoring support required to keep excavations within the easement provided, to support the sides of the excavation, and to prevent any movement which may damage adjacent pavements or structures, damage or delay the work, or endanger life and health. Voids outside the supports shall be immediately filled and compacted.
- B. Sheeting, where required, shall be driven below the bottom of excavation so the lowest set of wales and struts are above the bottom of the excavation to allow necessary working room.
- C. The Engineer may direct in writing that supports in trenches be cut off at any specified elevation, in which case Contractor shall be paid for the supports left in place.

- D. Contractor may leave in place, to be embedded in the backfill of the excavation, any or all supports for the purpose of preventing injury to persons or property, whether public or private. However, no supports which are within 4' of the ground or pavement surface may be left in place without written permission of the Engineer. No extra payment will be made for supports left in place at the Contractor's option.
- E. All supports not left in place shall be removed in such manner as to avoid endangering the piping, structures, utilities or property, whether public or private. All voids left by the withdrawal of sheeting shall be immediately filled and compacted.
- F. The right of the Engineer to order supports left in place shall not be construed as creating an obligation on his part to issue such orders. Failure by the Engineer to exercise this right shall not relieve the Contractor from total liability for damages to persons or property resulting from the failure of the Contractor to leave in place sufficient supports to prevent any caving or moving of the ground adjacent to the excavation.

### **3.04 Excavation**

- A. Do not excavate for any structure until that structure is scheduled for construction. Excavate only to the depth and dimensions necessary for the construction. Slope sides of excavations in accordance with OSHA requirements and the recommendations contained within the project geotechnical report.
- B. The bottom of all excavations shall be undisturbed earth unless otherwise indicated, and shall be approved by the Engineer before any subsequent work is started. Over excavate a minimum of 2 feet where excavations occur within unsuitable soils, and replace over excavated material with suitable soils.
- C. Excavations carried below depths indicated on the Drawings without the previous approval of the Engineer shall be filled with 2500 psi concrete or flowable fill to the correct level at the expense of the Contractor.
- D. Maintain excavations in good order. If the bearing capacity of the foundation soils is reduced because the excavation is allowed to remain open prior to commencing work, the weathered soil shall be removed and replaced with 2500 psi concrete or flowable fill at the Owner's discretion at the expense of the Contractor.
- E. All suitable materials removed from excavation areas shall be used for the project. Excess excavated suitable material shall be stockpiled on site at a location of the Owner's choosing, and shall become the property of the Owner, unless otherwise indicated on the Drawings.
- F. Suitable onsite excavated materials containing silty or slightly clayey to clayey fine sands shall be sufficiently dried by surface spreading and discing if necessary, or by mixing with cleaner fine sands prior to placement in fill areas.

- G. Unsuitable materials within the influence area of construction shall be excavated, removed from the site, and disposed, unless otherwise indicated on the Drawings.
- H. Excavations shall be kept dry, compacted, and stable to a depth two feet below the bottom of the excavation.
- I. If portions of the bottom of excavations consist of material unstable to such a degree that, in the opinion of the Engineer, it cannot adequately support the construction, the bottom shall be over excavated and stabilized with approved coarse granular stabilization material. Depth of stabilization shall be as directed by the Engineer. The initial 50 tons of stabilization shall be incidental to the Contract. Compensation will be allowed only for such additional quantities as the Engineer shall direct in writing to be placed.

### **3.05 Filling**

- A. All fill material shall be suitable soils or flowable fill. Fill placed within 1 foot of structures shall not contain rock or stone larger than 2 inch diameter. If a sufficient quantity of suitable material is not available from other excavations within the site, provide additional suitable material or flowable fill.
- B. Fill within the influence area of roadways, structures, foundations, or slabs, shall be placed in layers of 8 inch loose depth. In all other areas, place fill in layers of 12 inch loose depth.
- C. Take necessary precautions not to cause settlement or damage to adjacent slabs, walls, structures, or foundations. Place fill materials evenly adjacent to structures, without wedging against structures.
- D. Where filling is required on both sides of structures, fill and compact simultaneously on opposite sides in even layers.

### **3.06 Compaction**

- A. Unless otherwise indicated, the type of equipment and number of passes required to obtain the specified degree of compaction shall be determined at the site, subject to the approval of the Engineer.
- B. Provide mechanical compaction for cohesive material and vibratory compaction for granular materials, unless otherwise approved by the Engineer. Vibratory compaction is not allowed within 100 feet of existing structures. In these areas, compaction shall be accomplished by static means only. If compaction difficulties arise, the Engineer shall be consulted to review and possibly modify compaction procedures.
- C. Noncohesive soils shall be compacted with vibrating roller or equivalent; cohesive soils shall be compacted with sheeps-foot roller, pneumatic tamping, or approved equivalent, unless otherwise indicated.

- D. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

### **3.07 Testing and Cleanup**

- A. Provide for testing and cleanup as soon as practicable, so these operations do not lag far behind pipe installation. Perform preliminary cleanup and grading operations immediately after backfilling.
- B. All surplus excavated material shall be disposed of by the Contractor.

### **3.08 Field Quality Control**

- A. Minimum Density Requirement (ASTM D1557 or AASHTO T180):
  - 1. Fill placed under and within the influence area of roadways, structures, slabs, foundations = 98 percent
  - 2. Fill placed within pond and road embankment = 95 percent
  - 3. Fill placed within public road right-of-way and utility easements outside the road influence area = 95 percent
  - 4. Fill placed within landscape areas = 85 percent
  - 5. Fill placed within all other areas = 90 percent

Where fill is placed and differing density requirements are defined, the more stringent density requirement governs.

**END OF SECTION**

## SECTION 02370

### EROSION AND SEDIMENTATION CONTROL

#### PART 1 GENERAL

##### 1.01 Section Includes

Designing, providing, maintaining, removing temporary erosion and sedimentation controls.

##### 1.02 Related Sections

- A. Section 01415 - Stormwater Pollution Prevention / NPDES Requirements
- B. Section 02230 - Site Preparation
- C. Section 02315 - Excavation and Fill

##### 1.03 References

- A. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition:
  - 1. Specification 300 - Prime and Tack Coats for Base Courses
  - 2. Specification 985 - Geotextile Fabrics
- B. State of Florida Erosion and Sediment Control Manual, latest edition.

##### 1.04 Owner's Instructions / Sequencing

- A. Owner has authority to limit surface area of erodible earth material exposed by clearing and grubbing, excavation, trenching, borrow and embankment operations. Owner also has authority to direct Contractor to provide immediate permanent or temporary erosion and sediment control measures.
- B. Contractor shall respond to erosion and sediment control maintenance requirements or implement additional measures to control erosion ordered by Owner or governing authorities within 48 hours or sooner if required at no additional cost to the Owner.
- C. Contractor will be required to incorporate permanent erosion control features into project at earliest practical time to minimize need for temporary controls.

#### PART 2 PRODUCTS

##### 2.01 Erosion Control

- A. Seeding and Mulching
- B. Sodding
- C. Hydro-seeding
- D. Coarse Aggregate
- E. Prime Coat - Per FDOT Specification 300

## **2.02 Sedimentation Control**

- A. Silt Fence - Per Details on the Drawings
- B. Floating Turbidity Barriers - Per Details on the Drawings

## **PART 3 EXECUTION**

### **3.01 Erosion Control**

- A. Maintain temporary erosion control systems as directed by Owner or governing authorities to control erosion and siltation during life of contract.
- B. The erosion and sediment control measures shown on the plans represent a minimum requirement. The Contractor is responsible for determining additional erosion and sediment control measures needed in order to prevent the transfer of sediment from the project area and prevent the erosion of surfaces during construction, as needed to protect adjacent properties and water bodies.
- C. Permanently grass cut slopes as excavation proceeds to extent considered desirable and practical as determined by the Owner.
- D. Grass all disturbed areas within 7 days of initial disturbance. Type of grassing shall be as follows: temporary grassing to be sodding at all drainage structures, retention areas, swales and ditches, and where slopes are steeper than 5:1. Temporary grassing can be seed and mulch at all other locations unless otherwise indicated in the drawings or specifications.
- E. Erosion control of areas to be paved shall meet the following:
  - 1. Install subgrade and base course materials within 48 hours of the removal/open cutting of existing pavement consisting of streets, driveways, or sidewalk. Install final surface courses within 14 days after removal of existing pavement.
  - 2. Areas to receive asphalt shall receive erosion control measures no later than 48 hours after installation of base course. Temporary erosion control consists of placement of a bituminous prime coat and sanding the surface. Permanent erosion control consists of placement of the structural course.

3. Areas to receive concrete paving shall be either protected with a layer of FDOT coarse aggregate material or shall be paved within 48 hours of installation of the subgrade.
- F. Dirt roads are to be stabilized and compacted within 7 days of the completion of trenching and grading activities.

### **3.02 Sedimentation Control**

- A. Install prior to construction.
- B. Inspect every two weeks during construction.
- C. Remove any sediment build-up.
- D. Repair and reinstall any damaged or missing sediment control measures. Install additional measures if inspection reveals additional sedimentation control is necessary.
- E. Rough excavate and grade any proposed stormwater ponds at the start of site grading activities. Direct site runoff to the ponds to minimize runoff to offsite areas.

**END OF SECTION**



## SECTION 02740

### PAVING

#### PART 1 GENERAL

##### 1.01 Section Includes

- A. Asphalt pavement, including binder and surface course.
- B. Repair and restoration of existing paving, curbing, driveways, and sidewalks.
- C. Paving and temporary paving timing requirements.

##### 1.02 References

- A. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition:
  - 1. Section 334 - Superpave Asphalt Concrete

##### 1.03 Submittals

Submit proposed design mix for review and approval. Submit for each proposed mix the following: Gradation analysis; proposed asphalt binder.

##### 1.04 Quality Assurance

- A. Field compaction density and thickness testing frequencies of the asphalt shall be tested once every 200 linear feet of paving per 24-ft wide strip, staggered left, center and right of centerline. Where less than 200 linear feet of asphalt is placed in one day, provide minimum of one test for each per day's construction at a location designated by the Engineer.
- B. Asphalt extraction gradation shall be tested from grab samples collected once every 1800 square yards of asphalt delivered to the site, or a minimum of once per day. Obtain the results in a timely manner (no later than the end of the day) so that adjustments can be made if necessary.
- C. All other testing requirements and acceptance criteria shall be in accordance with FDOT specifications.

##### 1.05 Project Conditions

- A. Apply asphalt in accordance with FDOT requirements. Do not apply when the base is wet, contains excess moisture, or during rain.
- B. Do not spread the mixture when the wind is blowing to such an extent that proper and adequate compaction cannot be maintained or when sand, dust, etc., are

being deposited on the surface being paved to the extent that the bond between layers will be diminished.

## **PART 2 PRODUCTS**

### **2.01 General**

The superpave mix and thickness shall be in accordance with the construction plans. The traffic level for the proposed pavement is C.

## **PART 3 EXECUTION**

### **3.01 General**

All installation and testing procedures shall be in accordance with FDOT requirements, except for the frequency of testing outlined herein and measurement and payment requirements of section 01270.

**END OF SECTION**

## SECTION 02920

### GRASSING

#### PART 1 GENERAL

##### 1.01 Section Includes

Soil preparation, sodding, seeding, mulching, fertilizing, watering, and maintenance of grassed areas

##### 1.02 References

Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest implemented edition.

##### 1.03 Submittals

- A. All sod shall have a valid and current state of Florida, Division of Plant Industry (DPI) inspection certification prior to being transported to the construction site. Submit the DPI certification to the Owner and maintain a copy of the certification onsite with the construction records.
- B. Tickets from each sod pallet of sod delivered to the site shall be provided to the Owner. The tickets are to identify the sod type, the sod farm (source) of the sod, and the date the sod was cut.
- C. Provide signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within 6 months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed.

##### 1.04 Quality Assurance

- A. Sod shall be no more than 10% brown per piece of sod when delivered to the site and shall be free of weeds and other grass contamination.
- B. Sod shall be delivered to the site no more than 48 hours after it has been cut and shall be installed upon delivery. Sod shall be fresh and uninjured.
- C. Sod shall have a soil mat of sufficient thickness adhering firmly to the roots in order to withstand all necessary handling.

##### 1.05 Delivery, Storage, and Handling

- A. Sod delivered to the site shall be in pallets, with sod pieces generally 16-inches by 24-inches (+/-) with no sod piece smaller than 12-inches on any side.
- B. Sod delivered to the site shall be kept out of direct sunlight and shall be kept moist until installation.
- C. Sod not meeting these specifications upon delivery as determined by the Owner shall be removed from the project site and not installed.

#### **1.06 Warranty**

All seeding shall be warrantied by the General Contractor to be true to name and in a vigorous growing condition through one growing cycle including one summer and one winter season.

#### **1.07 Certification**

Sod shall have a valid and current State of Florida, Division of Plant Industry (DPI) inspection certification prior to being transported to the construction site.

#### **1.08 Maintenance**

- A. Maintenance for lawns shall begin immediately after seeding or sodding. Provide fertilizing, watering, mowing and replanting and continue as necessary until a close healthy stand of specified grasses is established.
- B. Mowing and watering shall be continued until project completion as directed by the Owner.

### **PART 2 PRODUCTS**

#### **2.01 Lime**

Lime shall be agricultural grade dolomitic limestone, ground sufficiently fine so that at least 80 percent will pass through a No. 8 sieve, and it shall contain not less than 80 percent calcium carbonate equivalent. Moisture content at time of delivery shall not exceed 8 percent.

#### **2.02 Fertilizer**

Fertilizer shall be a composition recommended by a local County Agricultural Agent or State Agricultural Extension Service or a preformulated 10-6-4 mixture.

#### **2.03 Water**

Water shall be free from oil, acid, alkali, salts, and other harmful substances.

#### **2.04 Sod**

- A. Sodding is to match existing adjacent lawns and shall be well matted with grass roots.
- B. Sod shall be either field or nursery grown sod that is native to the locality of the Project. The Contractor shall obtain the Owner's approval of the source of the sod prior to cutting the sod.
- C. Sod grown on soil high in organic matter, such as peat, will not be acceptable. The consistency of sod shall be such that it will not break, crumble or tear during handling and placing. Sod shall be reasonably free of stones, crab grass, noxious weeds, and other objectionable plants or substances injurious to plant growth.
- D. Sod shall have at least 1 inch of soil adhering firmly to the roots and cut in rectangular pieces with the shortest side not less than 12 inches. At the time of cutting sod the grass shall be mowed to a height not less than 2 inches nor more than 4 inches.
- E. Sod cut for more than 48 hours shall not be used without the approval of the Owner.
- F. Bermuda Sodding shall be 419 Tifway Bermuda.
- G. Bahia Sodding shall be Argentine Bahia Sod.
- H. If so designated on the drawings, Bahia Sodding along coastal areas subject to high salt content shall be Seashore Paspalum Bahia (*Paspalum vaginatum*), such as Sea Isle 1, as produced by Turfgrass America, or approved equal.
- I. St. Augustine sodding is to be provided in those areas where the adjacent sod is St. Augustine sod.

## **2.05 Seed and Mulch**

- A. Permanent grass seed shall be scarified argentine bahia, in accordance with FDOT specification 981.
- B. Temporary grass seed shall be annual rye grass in accordance with FDOT specification 981.
- C. Mulch shall be dry mulch in accordance with FDOT specification 981.

## **PART 3 EXECUTION**

### **3.01 General**

- A. All grassing, whether temporary or permanent, will be inspected by the Owner or the Owner's representative at the time of installation or shortly thereafter to determine whether it is acceptable in accordance with these specifications. Any

sod found to be unacceptable shall be removed and replaced with new sod within 48 hours (prior to root establishment) as directed by the Owner.

- B. Grassed areas will be inspected by the Owner or the Owner's representative throughout the construction period, not just at project completion. Any established sod subsequently found to be unacceptable shall be removed and replaced with new sod within 7 calendar days as directed by the Owner.

### **3.02 Timing Requirements**

- A. Grass all disturbed areas, whether temporary or permanent grassing, within 7 days of initial disturbance.
- B. Permanently grass disturbed areas after all required testing is complete.

### **3.03 Regrading of Topsoil**

Topsoil shall be graded reasonably smooth and level after final settlement. All humps shall be removed and depressions or eroded areas filled in with additional topsoil before proceeding with seeding or sodding.

### **3.04 Preparation for Sodding or Seeding**

- A. Preparation shall not be started until all other site and utility work and finished grading within the areas to be seeded have been completed.
- B. Loosen topsoil by tilling it to a depth of at least 3 inches and smooth out all surface resulting irregularities. Leave area free of rocks or hard soil clods that will not pass through the tines of a standard garden rake.
- C. At least 7 days before applying fertilizer, spread lime uniformly in sufficient quantity to produce a soil pH of 6.5. Work lime thoroughly into topsoil to a depth of 3 inches.
- D. Apply fertilizer uniformly at a rate of 20 pounds per 1000 square feet. Work fertilizer into soil prior to seeding or sodding.
- E. The area over which sod is to be placed shall be scarified or loosened to a depth of 2 inches and then raked smooth and free of debris.
- F. The area shall be graded as needed to ensure the new sod matches the existing sod grade.

### **3.05 Sodding**

- A. Sodding operations shall follow immediately behind operations for the preparation of the areas for sodding and shall generally take place on the same day.

- B. Provide sod in areas indicated on the Drawings. Generally, all disturbed areas are to be sodded except for those areas specifically identified to be seeded and mulched or hydroseeded. Sodding shall also be used in ditches and drainage swales and on all embankment slopes steeper than 3 to 1 unless protection is provided against erosion of seeding.
- C. Sod which has been cut for more than 72 hours prior to installation shall not be used unless specifically authorized by the Owner.
- D. Place sod with the edges in close contact and alternate courses staggered. Lightly tamp or roll to eliminate air pockets. On slopes 2 to 1 or steeper, stake sod with not less than 4 stakes per square yard and with at least one stake for each piece of sod. Stakes shall be driven with the flat side parallel to the slope.
- E. Do not place sod when the ground surface is frozen or when air temperature may exceed 90 degrees F. Sodding shall not be performed when weather and soil conditions are, in the Owner's opinion, unsuitable for proper results.
- F. In ditches, the sod shall be placed with the longer dimension perpendicular to the flow of water in the ditch. On slopes, starting at the bottom of the slope, the sod shall be placed with the longer dimension parallel to the contours of the ground. In order to prevent vertical edges at the outer limits, the outer pieces of sod shall be tamped into place.
- G. Any voids shall be sanded prior to watering and rolling.
- H. Upon completion of the sodding, the entire area shall be rolled thoroughly with the equipment specified. The area shall be rolled, then watered, and then rolled a second time providing a total of two trips over the entire area that has been sodded.

### **3.06 Seeding and Mulching**

- A. Scatter seed uniformly over the grassing area while the soil is still loose and moist at the rate of 100 pounds per acre.
- B. Seed of quick growing species of grass, such as rye, Italian rye, millet or other cereal grass, shall be spread in conjunction with the permanent type seed mixture. The type of quick-growth seed used shall be appropriate to provide an early ground cover during the particular season when planting is done. The rate of spread shall be 30 pounds per acre, unless otherwise specified.
- C. Apply approximately 2 inches, loose thickness, of the mulch material uniformly over the seeded area, and cut into the soil so as to provide an early ground cover during the particular season when planting is done. The rate of spread shall be 30 pounds per acre, unless otherwise specified.
- D. Roll thoroughly the entire seeded area immediately after completion of the seeding.

### **3.07 Hydroseeding – N/A**

### **3.08 Watering**

Immediately after placing erosion control or mulch, water seeded areas thoroughly with a fine mist spray. Keep soil thoroughly moist until seeds have sprouted and achieved a growth of 1 inch. For sod, immediately begin watering and continually keep moist until the sod has firmly knit itself to the topsoil.

### **3.09 Protection of Work**

Protect newly seeded and sodded areas from all traffic by erecting temporary fences and signs. Protect slopes from erosion. Properly and promptly repair all damaged work when required.

### **3.10 Application of Fertilizer**

Six weeks after completion of seeding or sodding apply granular fertilizer over all areas at the rate of two pounds of nitrogen nutrients per 1000 square feet of area.

### **3.11 Turf Establishment**

- A. Any sod that is more than 10% brown and has not become green within 14 calendar days of installation shall be re-sodded as directed by the Owner.
- B. Any sod that does not have root establishment (can be pulled up by hand) 14 calendar days or more after installation shall be re-sodded as directed by the Owner.
- C. All bare spots larger than 1 square foot shall be re-grassed as directed by the Owner.
- D. Any bare areas comprising more than 1% of any given 1000 square foot area shall be re-grassed as directed by the Owner.
- E. For the re-grassing, areas that were sodded are to be re-sodded and areas that were seeded are to be re-seeded.
- F. Scattered bare spots, none of which is larger than one square foot, will be allowed up to a maximum of 3% of the total area.
- G. Except for factors caused by a third party (other than the Contractor, subcontractor or supplier for the project), all re-grassing or repair of washed out and eroded areas shall be at no additional cost to the Owner.
- H. Grassed areas not showing a close uniform stand of healthy specified grasses at the time of substantial completion shall be replaced and maintained until final payment is made to the Contractor.



### **3.12 Clean-Up**

At the time of final inspection of work, but before final acceptance, remove from seeded and sodded areas all debris, rubbish, excess materials, tools, and equipment.

**END OF SECTION**

## SECTION 03300

### CAST-IN-PLACE CONCRETE

#### PART 1 GENERAL

##### 1.01 Section Includes

General requirements for formwork, reinforcement, accessories and cast-in-place concrete.

##### 1.02 References

A. American Concrete Institute (ACI) latest edition:

1. ACI 301 - Structural Concrete for Buildings
2. ACI 305 - Hot Weather Concreting
3. ACI 306 - Cold Weather Concreting
4. ACI 315 - Detailing Manual
5. ACI 318 - Building Code Requirements for Structural Concrete
6. ACI 347 - Formwork for Concrete

B. American Association of State Highway and Transportation Officials (AASHTO) latest edition:

1. AASHTO T152 - Air Content of Freshly Mixed Concrete by the Pressure Method

C. American Society for Testing and Materials (ASTM) latest edition:

1. ASTM A185 - Steel Welded Wire Reinforcement, Plain, for Concrete
2. ASTM A615 - Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
3. ASTM C31 - Making and Curing Concrete Test Specimens in the Field
4. ASTM C33 - Concrete Aggregates
5. ASTM C39 - Test Method for Compressive Strength of Cylindrical Concrete Specimens
6. ASTM C94 - Ready-Mixed Concrete
7. ASTM C138 - Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
8. ASTM C143 - Test Method for Slump of Hydraulic Cement Concrete
9. ASTM C150 - Portland Cement
10. ASTM C173 - Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
11. ASTM C231 - Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method

12. ASTM C260 - Air-Entraining Admixtures for Concrete
13. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete
14. ASTM D1751 - Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Bituminous Types)

### **1.03 Submittals**

- A. Submit reinforcement steel shop drawings prepared in accordance with ACI 315, Manual of Standard Practice for Detailing Reinforced Concrete Structures. Drawings shall indicate bending diagrams, shapes, dimensions, clearances, splicing and laps, accessories, and installation notes.
- B. Submit manufacturer's literature for all admixtures proposed for the work.
- C. Submit delivery tickets in accordance with ASTM C94 for each batch of ready-mixed concrete. Information on the ticket shall include class of concrete, water content, time of loading, truck number, admixtures, and quantity.
- D. At least 35 days prior to placing of concrete, the Contractor shall submit proposed mix proportions and samples of proposed materials.

### **1.04 Quality Control**

- A. Materials and methods of mixing and placing concrete shall conform to ACI 318, Building Code Requirements for Reinforced Concrete.
- B. Tests for slump shall be made when directed by the Engineer in accordance with ASTM C143.
- C. Air content tests shall be made, when directed by the Engineer, in accordance with ASTM C138, C173, C231, or AASHTO T-152.

## **PART 2 PRODUCTS**

### **2.01 Formwork**

Formwork lumber shall be straight and clean. All nails shall be withdrawn and surfaces in contact with concrete shall be thoroughly cleaned before reuse.

### **2.02 Reinforcement**

- A. Reinforcement bars shall be ASTM A615, Grade 60 deformed bars, except as otherwise indicated.
- B. Welded wire fabric shall conform to ASTM A185. Where welded wire fabric is shown but not sized on Drawings, use 6" x 6" x W2.9 x W2.9 WWF.

- C. Accessories for proper installation of reinforcement shall conform to CRSI "Manual of Standard Practice for Reinforced Concrete Construction". Bar supports at exposed surfaces shall be Class C-Plastic Protected.
- D. Reinforcement fabrication shall conform to ACI 315 and ACI 318, and approved shop drawings.
- E. Where the Drawings require Fibermesh concrete, the reinforcement shall be polypropylene fibers engineered and designed for secondary reinforcement of concrete slabs, complying with ASTM C 1116 Type III, as manufactured by Fibermesh Co., or approved equal.

### **2.03 Joint Fillers**

- A. Joint fillers shall be products of the following manufacturers, or equal:
  - 1. W. R. Meadows, Inc., Elgin, Illinois
  - 2. W. R. Grace and Co., Cambridge, Massachusetts.
- B. Preformed bituminous fiber joint filler shall be non-extruding type conforming to ASTM D1751.
- C. Control joint strips shall have a minimum depth of 25 percent of slab thickness and a minimum thickness of 1/8 inch.

### **2.04 Concrete Materials**

- A. Water shall be clean and potable
- B. Portland cement shall be ASTM C150 Type I, II or III.
- C. Fine and coarse aggregate shall be clean, hard, natural, or manufactured material conforming to ASTM C33.
- D. The nominal maximum size of the aggregate shall not be larger than three-fourths of the minimum clear spacing between individual reinforcing bars. Coordinate with maximum aggregate sizes specified hereafter for classes of concrete.
- E. Admixtures shall conform to ASTM C260 (air entrainment) or C494 (water reduction) and shall be products of one of the following manufacturers, or equal.
  - 1. Dewey and Almy Chemical Div., W. R. Grace and Co.
  - 2. Euclid Chemical Co.
  - 3. Master Builders Co.
  - 4. Sika Chemical Corp.

## **2.05 Miscellaneous Materials**

- A. Vapor barrier shall be polyethylene film 0.006 inches thick and shall conform to Product Standard PS-17.
- B. Liquid membrane curing compound shall conform to ASTM C309, Type 1 or Type 2. Type 2 compound shall be used for P.C.C. pavement only. All permanently exposed exterior slabs shall receive clear acrylic curing and sealing compound. Moisture loss shall not be more than 0.055 gr./sq. cm when applied to 200 sq. ft./gal.
- C. Liquid membrane curing compound shall be products of one of the following manufacturers, or equal:
  - 1. W.R. Meadows "Curettard"
  - 2. Sonneborn-Contech "Sonsil"
  - 3. Burke Co. "Res-Xnu"
  - 4. Lambert Corp. "Gardseal"
- D. Chemical hardener shall be colorless aqueous solution containing a blend of magnesium fluosilicate and zinc fluosilicate combined with a wetting agent, conforming to Federal Specifications TT-C-800A and Corps of Engineers Specification CE 204.
- E. Chemical hardener shall be products of one of the following manufacturers, or equal:
  - 1. Euclid Chemical Co. "Surfhard"
  - 2. Sonneborn-Contech "Lapidolith"
  - 3. Master Builders "Saniseal"
  - 4. Lambert Corp. "Solidus"

## **2.06 Concrete Mixtures**

- A. Concrete not indicated otherwise shall be Class A concrete.
- B. The proportions of cement, aggregate, and water shall be selected by the Contractor in accordance with ACI 318 to provide a plastic and workable mix. Coarse aggregate shall be limited to prevent harshness and honeycombing. Coarse aggregate size shall not be greater than the maximum listed for the various classes of concrete and as previously specified under aggregate.
- C. Class A structural concrete shall have a 28 day strength of 4000 psi, shall contain not less than 540 pounds (5-3/4 bags) of cement per cubic yard of concrete, shall have a water-cement ratio of not more than 0.47 (5-1/4 gallons per bag of cement), and shall contain 4 percent to 6 percent entrained air, by

volume, except interior slabs subject to abrasion shall not contain more than 3 percent entrained air. In addition, Class A concrete shall contain a water-reducing, densifying admixture and have a maximum slump of 4 inches. The maximum aggregate size for slabs shall be 1 inch.

- D. Class B lean concrete shall have a 28 day strength of 3000 psi, it shall contain not less than 420 pounds (4-1/2 bags) of cement per cubic yard of concrete, shall have a water-cement ratio of not more than 0.71 (8 gallons per bag of cement), and shall have a 5 inch maximum slump. The maximum aggregate size shall be 2 inches.
- E. Water-reducing densifying admixture added to Class A concrete shall reduce the water-cement ratio while maintaining slump and compressive strength. Use as manufacturer recommends.
- F. Other admixtures may be proposed by the Contractor or requested by the Engineer and shall be provided at no additional cost to the Owner. Subject to approval, admixtures may be used for the following:
  - 1. To increase slump up to 50 percent while maintaining compressive strength and water-cement ratio.
  - 2. To retard set during hot weather
- G. Calcium chloride, admixtures containing calcium chloride, or admixtures not approved, in writing by the Engineer, are prohibited.

## **PART 3 EXECUTION**

### **3.01 General**

- A. Comply with ACI 305 or 306 for hot or cold weather concreting.
- B. Do not mix salt, chemicals, or other foreign materials with the concrete to prevent freezing without approval of the Engineer. Maintain the temperature of concrete above 50 degrees F for 5 days after placement. When high early strength Portland cement concrete is used, the temperature shall not be less than 70 degrees F for 2 days or 50 degrees F for 3 days.
- C. In no case shall the temperature of concrete exceed 90 degrees F at the time of placement.

### **3.02 Preparation**

- A. Remove existing concrete and provide openings for installation of new work as indicated on Drawings. Repair all damage to existing work caused by concrete removal.

- B. Coordinate with other trades and properly place and locate in position all necessary dowels, bolts, anchors, anchor slots, inserts, sleeves, openings, hangers, metal ties and other fastening devices required for attachment and support of adjacent work. Securely anchor all embedded items.
- C. The subgrade and/or bedding shall be compacted and free of frost. If placement is allowed at temperatures below freezing, provide temporary heat and protection as required to remove all frost. Saturate the subgrade approximately 8 hours before placement and sprinkle ahead of the placement of concrete in areas where vapor barrier is not used. Remove all standing water, ice, mud, and foreign matter before concrete is deposited.
- D. On porous subgrade or beddings, or where indicated on the Drawings, provide vapor barrier. Lay vapor barrier sheets with 6 inch edge laps and tape or seal with mastic. Stretch and weight edges and laps to maintain their positions until concrete is placed. Coordinate with placement of reinforcement.

### **3.03 Formwork Requirements**

- A. Formwork shall comply with ACI 347 and to shape, lines and dimensions as indicated on the Drawings. Forms shall be properly braced or tied to maintain position and shape under all dead and live loads and to prevent leakage. Forms shall be assembled so their removal will not damage the concrete. Tolerances for formed surfaces shall be in compliance with ACI 301.
- B. Lumber formwork may be used for surfaces which will not be exposed to view. Use plywood or metal forms for exposed surfaces.
- C. The inside surface of lumber forms shall be soaked with clean water prior to placing concrete. All other forms shall be treated with an approved form oil or lacquer. If oil is used, all excess oil shall be wiped off.

### **3.04 Reinforcement**

- A. The placement of reinforcing steel shall conform to "Placing Reinforcing Bars", as published by the Concrete Reinforcing Steel Institute except as noted.
- B. Provide continuous reinforcement or dowels through construction joints. One half of reinforcement shall be discontinued across control joints unless otherwise indicated. All reinforcement shall be discontinued across expansion joints.
- C. Splice laps shall be as indicated on the Drawings.
- D. Fabric reinforcement for slabs shall be overlapped at splices not less than the spacing of the cross wires plus 2 inches. Fabric shall extend to within 4 inches of concrete edges.

- E. Unless otherwise shown, place reinforcement 2 to 3 inches below the top of the finished slab. Mesh shall either be sandwiched between two layers of fresh concrete or supported on mesh supports. Supports that may puncture the vapor barrier, if any, shall not be used.
- F. Where reinforcing is fibermesh, incorporate polypropylene fibers fully into the concrete prior to placement.

### **3.05 Joints**

- A. Provide construction joints with shear transfer keyways as indicated.
- B. Tops of edge forms and screeds shall be set to the finished elevations and to provide uniform pitch to drains as indicated on Drawings.
- C. For drives, pavements, parking areas, walks and slabs on grade, provide preformed non-extruding asphalt strip or bituminous fiber joint filler set 1/8 inch below finished surface unless otherwise indicated. Tool concrete edges on each side of joint. No sealant is required.

### **3.06 Batching**

- A. Materials for concrete shall be proportioned and batched according to the approved design mix.
- B. Water shall be measured to within 1 pint of the total amount required per batch. Admixtures shall be measured by weight or volume to an accuracy of 3 percent.

### **3.07 Mixing and Transporting Concrete**

- A. Concrete shall be ready-mixed or job-mixed at the Contractor's option. Ready-mixed concrete shall be mixed and delivered to the project in accordance with ASTM C94. Job-mixed concrete shall be in accordance with the requirements of ACI 318.
- B. Concrete shall be in its final position within one hour after the water and aggregate have been added to the cement, except in cool weather (50 degrees F or less).
- C. Concrete shall be transported from the mixer to place of final deposit in such manner to prevent separation or loss of ingredients.

### **3.08 General Concrete Placement Schedule**

- A. All structural concrete shall be Class A Concrete.
- B. Sidewalks, curbing, and driveways shall be Class B Concrete.



### 3.09 Depositing Concrete

- A. Concrete shall be placed in accordance with the requirements of ACI 318 and within 10 feet of its final position. Place concrete only during normal working hours unless the Engineer is notified at least 24 hours in advance. Concrete shall not be placed until the Engineer has approved the formwork, reinforcement, and embedded items and debris has been removed.
- B. Whenever new concrete is to be placed against existing surfaces, roughen and clean the surface to improve bond.
- C. Provide runways and chutes to discharge concrete close to final position to minimize spreading and segregation.
- D. Place slabs-on-grade using formed construction joints. Maximum size of pour shall be 40 feet each way for slabs with wire mesh reinforcement and 75 feet each way for slabs with bar reinforcement. Allow 24 hours between pours of adjacent slabs. Provide joints as specified or shown. Set continuous joint strips between slabs and abutting vertical surfaces as indicated on the Drawings.

### 3.10 Finishing Slabs and Flatwork

- A. Unless otherwise indicated, provide the following slab finishes:

Description	Concrete Finish
Class B concrete surfaces	Float
Submerged slabs	1 Troweling
Exposed slabs	3 Trowelings
Ramps and walks	Float and broom finish

- B. Concrete shall be within  $\frac{1}{4}$  inch of a 10 foot straightedge in all directions except where slabs are dished for drains. Deviations from the elevation indicated shall not exceed  $\frac{1}{4}$  inch.
- C. Slabs sloped for drainage shall not have depressions that retain water.
- D. Immediately after placement, screed concrete with straightedges or power strikeoffs. Do not use roller screeds or vibrating screeds.
- E. Stakes for wet screeds shall be driven down flush with subgrade or pulled out as work progresses to avoid disturbing screeded concrete.
- F. For drains in level slabs, form a 5 foot diameter depression approximately  $\frac{1}{2}$  inch below the adjacent slab surface.

- G. Unless otherwise indicated on the Drawings, slabs sloped for drainage shall be uniformly pitched toward the drains at 1/8 inch per foot. Form a dished depression at drains unless otherwise indicated.
- H. Immediately after screeding, darby surface with wood or magnesium darby to eliminate ridges and to fill in voids left by screeding.

### **3.11 Float Finish**

- A. Float concrete using magnesium or aluminum hand floats or power floats after the concrete has stiffened to a point where only a ¼ inch indentation can be imparted by normal foot pressure.
- B. Float finish shall result in a uniform, smooth, granular texture. After floating, check slab tolerances with 10-foot straightedge. Fill low spots with fresh concrete; do not sprinkle with dry cement.

### **3.12 Trowel Finish**

- A. Where scheduled, or indicated, trowel with steel trowels after floating.
- B. Initial troweling shall be done either by power or by hand with the trowel blade kept as flat as possible against concrete surface to prevent washboard or chatter effect.
- C. Second troweling may be done by power if three trowelings are scheduled. If two trowelings are specified, second troweling shall be done by hand.
- D. Third troweling shall be done by hand and shall continue until the concrete is consolidated to a uniform, smooth, dense surface free of trowel marks and irregularities.
- E. Allow sufficient time between successive trowelings to allow the concrete to become harder. Each successive troweling shall be done with trowels that are progressively smaller and are tipped more to increase compaction of the concrete surface.

### **3.13 Brooming**

Broom at right angles to direction of traffic to give a non-skid finish. Use a fine, soft-bristled broom for pedestrian ramps and walks, and a coarse, hard-bristled broom for vehicular pavement.

### **3.14 Control Joints**

- A. Control joints for non-structural slabs shall consist of partial depth plastic strips set flush with finished surface or 1/8 inch wide joints cut with a diamond saw.

Control joints shall be one- quarter to one-third the depth of the slab unless otherwise indicated.

- B. Saw joints as soon as concrete has hardened sufficiently so aggregate will not be dislodged but before shrinkage stresses develop cracks. Sawn joints shall be filled with approved joint sealant.
- C. Unless otherwise indicated on the Drawings, spacing of control joints shall not exceed 25 feet in each direction.

### **3.15 Protection and Curing**

- A. Comply with ACI 305 and 306 for protecting and curing concrete in hot and cold weather. Fresh concrete shall be protected from rain, premature drying and excessively hot or cold temperatures, and shall be maintained with minimal moisture loss for the period of time necessary for the hydration of the cement and proper hardening of the concrete. Cure all concrete for a minimum period of 7 days (3 days for high early strength concrete) after placing.
- B. Immediately after finishing, begin curing by covering with constantly saturated moisture retaining fabrics, impervious sheeting, or membrane curing compounds. Surfaces shall be thoroughly wetted with a fine spray before they are covered with sheeting.
- C. Sheeting shall provide complete surface coverage with all joints lapped at least 4 inches and shall be placed and secured in a manner that will not mar or damage the concrete surface.
- D. Apply membrane-curing compound in accordance with manufacturer's recommendations. Apply by spraying in a two coat continuous operation. Apply the coats at right angles to each other with a coverage of 200 square feet per gallon per coat. Begin application not later than 4 hours after finishing of the surface. The application shall result in an uninterrupted adherent film free of defects.
- E. On surfaces scheduled to receive sealants, paint, seamless flooring, or other adhesive bonded finishes, either the membrane curing compound shall be compatible with the bonding agent or the curing compound shall be removed with sandblasting, acid etching or grinding, to the satisfaction of the installer of the finish surfacing. Bonded surfaces that fail to adhere to the concrete shall be removed and replaced at no additional cost to the Owner.
- F. Apply hardener to floors of mechanical and electrical rooms and in other areas as required. Application shall be in strict accordance with the manufacturer's recommendations and as follows:

1. Hardener shall be applied at original container consistency without dilution to dry, clean surfaces no sooner than 30 days following completion of curing. NOTE: Hardener shall not be applied over surfaces covered with membrane curing agent.
2. Application shall generally be a three-coat process adjusted to accommodate extreme concrete densities only if prior review has been obtained from the Engineer. Application coverage shall be made at the approximate rate of one gallon to 100 square feet.
3. Apply first and second coats generously to surface, mop or squeegee standing water to leave a uniformly wet surface, allow to dry. Apply third coat in a manner similar to first two, except that surplus must be scrubbed with stiff bristled broom and flushed from floor surface with clear water. Scrubbing and flushing shall remove all traces of effervescence. Remove excess water and allow to dry.

### **3.16 Defective Concrete**

- A. All concrete not formed as indicated on the Drawings within tolerances specified in ACI 347 shall be removed and replaced.
- B. Temperature and shrinkage cracks which develop prior to final acceptance of the work shall be repaired.

### **3.17 Miscellaneous Concrete Work**

Provide concrete equipment pads and supports as indicated and conforming to approved shop drawings. Fastening devices and accessories shall be located by templates or setting diagrams furnished by the manufacturer.

### **3.18 Clean-Up**

- A. All concrete floor construction shall have the surfaces thoroughly scrubbed and cleaned with clear water. After cleaning, the floors shall be protected until they are accepted.
- B. Clean all surfaces affected by the Concrete Work. No extraneous concrete or discoloration shall be left on any construction.

### **3.19 Concrete Testing**

- A. Compressive Strength Tests: Conform to ASTM C31 and ASTM C39. One set of four cylinders for each 50 cubic yards or fraction thereof, of each strength concrete placed in any one day. Test one specimens at seven days; test two specimens at 28 days. One specimen shall be retained for 56 days and tested only at the direction of the Engineer.

- B. Slump Tests: Conform to ASTM C143. Perform one test for each load point of discharge and one for each set of compressive strength test specimens.

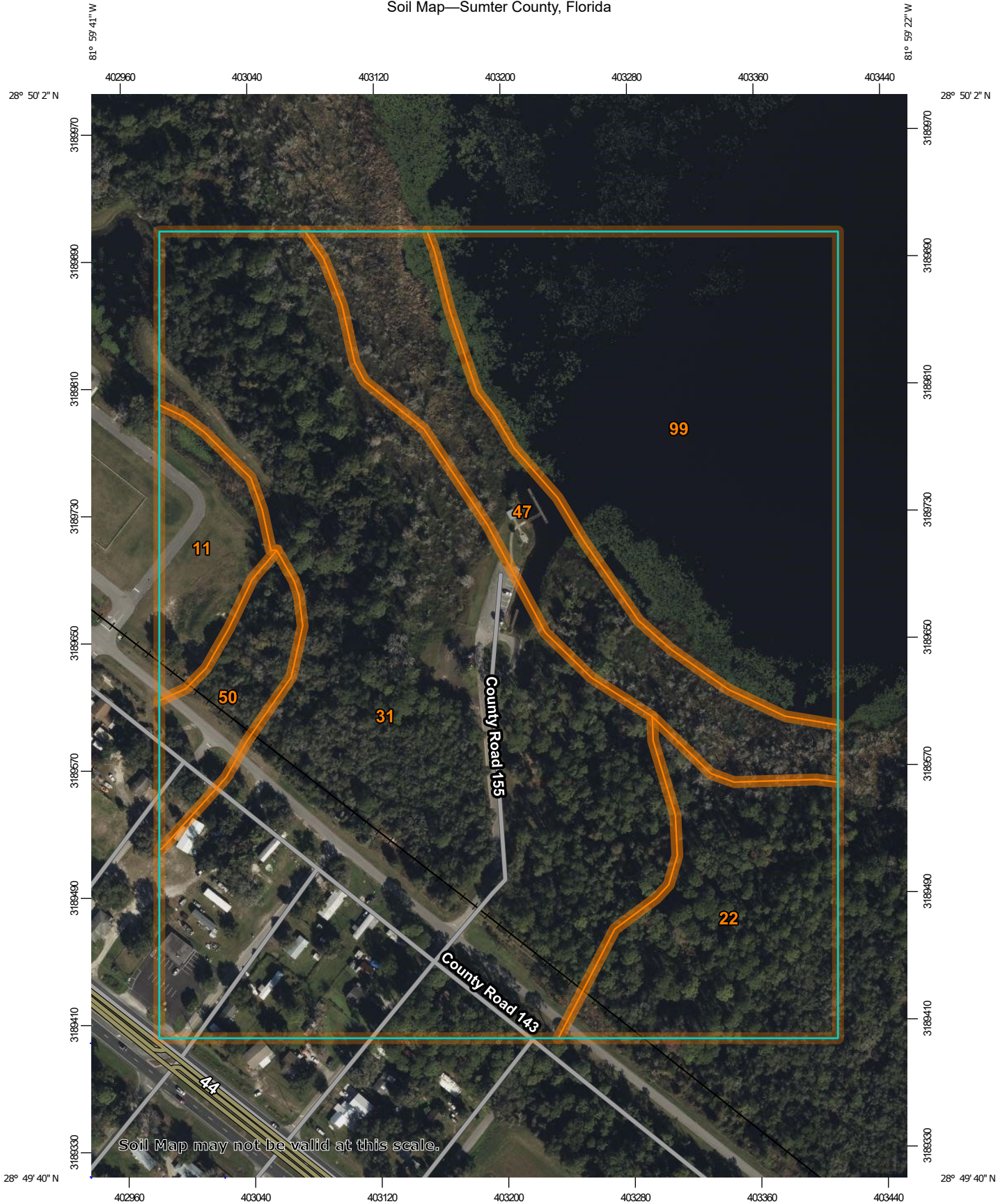
**END OF SECTION**

# **APPENDIX A**

## **Soils Information**

- Soil Map - Sumter County, Florida

Soil Map—Sumter County, Florida



## 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 1:24,000.

**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: Sumter County, Florida

Survey Area Data: Version 20, Aug 27, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 6, 2022—Mar 21, 2022

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

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
11	Millhopper sand, 0 to 5 percent slopes	2.1	3.9%
22	Smyrna-Smyrna, wet, fine sand, 0 to 2 percent slopes	5.4	10.1%
31	Myakka-Myakka, wet, sands, 0 to 2 percent slopes	25.1	46.4%
47	Okeelanta muck, frequently flooded	5.8	10.7%
50	Immokalee sand	1.9	3.5%
99	Water	13.7	25.4%
<b>Totals for Area of Interest</b>		<b>54.0</b>	<b>100.0%</b>