



**TOWN OF WINDERMERE  
EXECUTIVE SUMMARY**

**SUBJECT:** The Willows - Mill, Resurface and Sidewalk/Curb Repairs

**REQUESTED ACTION:** Staff Recommends Approval

Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** August 13, 2019  
 Special Meeting

**CONTRACT:**  N/A

Vendor/Entity: All State Paving &  
Development

Effective Date: 08/14/2018  
Managing Division / Dept:

Termination Date: 08/15/2020  
Public Works

**BUDGET IMPACT:** Not To Exceed \$660,000.00

Annual  
 Capital  
 N/A

**FUNDING SOURCE:** Willows HOA Paving Project  
**EXPENDITURE ACCOUNT:** 001 5191 000 9672

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**HISTORY/RECOMMENDATIONS:**

Mayor & Council,

**History**

In 2015, the Town contracted with Quality Engineering Solutions to develop a Pavement Management Plan (PMP) to evaluate the paved roads in Town. The scoring nomenclature of the PMP ranks the roads from a 1, being poor to 100, being good. The roads within the Willows subdivision are scored in the 50-80 range. For this, the roads were placed on the Five (5) year Capital Improvement Projects resurfacing list for the Public Works Department.

**Recommendation**

Bids were solicited thru RFP #2019-04 The Willows Milling and Resurfacing / Sidewalk Improvements via DemandStar and the Town website. Five (5) vendors submitted qualified bids (see the attached breakdown for contractor/s and costing).

As noted from the five (5) contractor responses, they are all well qualified in this field of construction. They also have long-term experience in these services. The responses also indicate that the costing from each bidder is comparable, on an average, against each respondent.

For this, Staff recommends that the Town Council awards the contract to All State Paving & Development as they have the equipment and manpower to complete the project as advertised.

**TOWN OF WINDERMERE  
THE WILLOWS MILLING AND RESURFACING IMPROVEMENTS  
WINDERMERE, FLORIDA  
PROJECT NO 2019-04**

**ENGINEER'S ESTIMATE - MILLING AND RESURFACING AND SIDEWALK IMPROVEMENTS**

BID ITEM NO.	FDOT ITEM NO.	ESTD. QTY.	UNIT	ITEM DESCRIPTION	ENGINEER'S ESTIMATE		Cathcart Construction Company - Florida, LLC		CW Roberts Contracting, Inc.		Hubbard Construction Company		Ranger Construction Industries, Inc.	
					UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)
1	101-1	1	LS	Mobilization/Demobilization (5% of items below)	\$29,625.00	\$29,625.00	\$25,000.00	\$25,000.00	\$17,450.00	\$17,450.00	\$17,450.00	\$17,450.00	\$24,250.00	\$24,250.00
2	101-2	1	LS	Survey, Layout and Certified As-Built	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
3	102-1	1	LS	Maintenance of Traffic	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
4	103-1	685	LS	Removal and Abatement of Existing and Water Pollution	\$17,375.00	\$11,867,500.00	\$17,000.00	\$11,700,000.00	\$17,000.00	\$11,700,000.00	\$17,000.00	\$11,700,000.00	\$17,000.00	\$11,700,000.00
5	110-4	1	LS	Removal and Disposal of Concrete Pavement	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
6	110-15	1	LS	Arboret Work (Concrete)	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
7	120-9	852	SY	Excavation Embankment and Grading	\$33.00	\$28,316.00	\$33.00	\$28,316.00	\$33.00	\$28,316.00	\$33.00	\$28,316.00	\$33.00	\$28,316.00
8	205-70-3	681	SY	Graded Crushed Concrete Aggregate Base Course (Traffic Level B)	\$3.00	\$2,043.00	\$3.00	\$2,043.00	\$3.00	\$2,043.00	\$3.00	\$2,043.00	\$3.00	\$2,043.00
9	305-70-3	33,108	SY	Graded Crushed Concrete Aggregate Base Course (Traffic Level B)	\$3.00	\$99,324.00	\$3.00	\$99,324.00	\$3.00	\$99,324.00	\$3.00	\$99,324.00	\$3.00	\$99,324.00
10	324-1-3	2,711	LF	1/2" SP 15 Asphalt Concrete (1/2" (11.83) Sp 15) (Traffic Level B)	\$105.00	\$285,165.00	\$105.00	\$285,165.00	\$105.00	\$285,165.00	\$105.00	\$285,165.00	\$105.00	\$285,165.00
11	324-1-3	655	LF	1/2" SP 15 Asphalt Concrete (1/2" (11.83) Sp 15) (Traffic Level B)	\$72.00	\$47,160.00	\$72.00	\$47,160.00	\$72.00	\$47,160.00	\$72.00	\$47,160.00	\$72.00	\$47,160.00
12	324-1-3	1,048	LF	1/2" SP 15 Asphalt Concrete (1/2" (11.83) Sp 15) (Traffic Level B)	\$72.00	\$75,489.60	\$72.00	\$75,489.60	\$72.00	\$75,489.60	\$72.00	\$75,489.60	\$72.00	\$75,489.60
13	320-1-3	4	EA	Concrete Curb and Gutter (Drop)	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00
14	320-1-3	4	EA	Concrete Curb and Gutter (Drop)	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00
15	522-2	552	SY	Sidewalk Concrete 6" Thick	\$55.00	\$30,360.00	\$55.00	\$30,360.00	\$55.00	\$30,360.00	\$55.00	\$30,360.00	\$55.00	\$30,360.00
16	527-1	24	EA	Decorative Warnings on Existing Walkway Surfaces	\$450.00	\$10,800.00	\$450.00	\$10,800.00	\$450.00	\$10,800.00	\$450.00	\$10,800.00	\$450.00	\$10,800.00
17	527-1	609	SY	Decorative Warnings on Existing Walkway Surfaces	\$1,650.00	\$1,011,150.00	\$1,650.00	\$1,011,150.00	\$1,650.00	\$1,011,150.00	\$1,650.00	\$1,011,150.00	\$1,650.00	\$1,011,150.00
18	580-5-4	2	AS	Tree Removal and Disposal	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00
19	654-2-1	2	AS	Rectangular Rapid Flashing Beacon, FM Solar Powered, Complete, Sign Assembly Single Direction	\$8,400.00	\$16,800.00	\$8,400.00	\$16,800.00	\$8,400.00	\$16,800.00	\$8,400.00	\$16,800.00	\$8,400.00	\$16,800.00
20	700-1-12	14	AS	Single Post Sign, F&I Ground Mount, 12x20 SF	\$250.00	\$3,500.00	\$250.00	\$3,500.00	\$250.00	\$3,500.00	\$250.00	\$3,500.00	\$250.00	\$3,500.00
21	700-1-50	10	EA	Single Post Sign, Relocate	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00
22	711-1-123	1	EA	Retro-Reflective Pavement Markers (Blue)	\$2,088.00	\$2,088.00	\$2,088.00	\$2,088.00	\$2,088.00	\$2,088.00	\$2,088.00	\$2,088.00	\$2,088.00	\$2,088.00
23	711-1-123	1,048	LF	Thermoplastic Standard White Arrow	\$5.00	\$5,240.00	\$5.00	\$5,240.00	\$5.00	\$5,240.00	\$5.00	\$5,240.00	\$5.00	\$5,240.00
24	711-1-170	4	EA	Thermoplastic Standard White Arrow	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00
25	711-1-170	4	EA	Thermoplastic Standard White Arrow	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00
					<b>TOTAL</b>	<b>\$223,141.00</b>	<b>\$223,141.00</b>	<b>\$223,141.00</b>	<b>\$223,141.00</b>	<b>\$223,141.00</b>	<b>\$223,141.00</b>	<b>\$223,141.00</b>	<b>\$223,141.00</b>	<b>\$223,141.00</b>

BID RANKING	
1	Lowest Bidder - All State Paving and Site Development, Inc. \$666,216.00
2	Second Lowest Bidder - CW Roberts Contracting Inc. (see below) \$177,257.80
3	Third Lowest Bidder - Cathcart Construction Company - Florida LLC \$197,892.00
4	Fourth Lowest Bidder - Hubbard Construction Company \$836,535.71
5	Fifth Lowest Bidder - Ranger Construction Industries, Inc. \$917,300.00

**NOTES:**  
 1 Denotes difference from submitted Bid. Total Bid Extended Summary Total Price for this Pay Item was \$16,015.50. Computed Total Price for this Pay Item was \$16,278.50, a difference of (+) \$263.00  
 2 Denotes difference from submitted Bid. Unit Price in Numbers was \$116.50. Unit Price in Words was \$116.85, which is the accepted value if different from the numeric value. Extended Summary Total Price matches submitted bid when using the Worded Unit Price of \$116.85.  
 3 Denotes difference from submitted Bid. Total Bid submitted was for a total of \$716,994.60, a difference of (-) \$263.00 from the bid computed in the Bid Tabulation spreadsheet. The arithmetic error does not change the Bid Ranking.

ALLSTATE Bid Breakdown by CIP  
Willows Pavement Resurfacing

7/29/18

	Paving CIP	Sidewalk CIP	RRRB PedX	Trees
mobilization	\$25,000.00			
survey	\$7,500.00			
MOT	\$20,000.00			
Erosion control	\$3,500.00			
demo concrete	\$2,606.25	\$7,818.75		
arborist				\$20,000.00
excavation/Grading	\$9,500.00			
Type B Stabilization	\$8,520.00			
Graded Crushed Concrete	\$13,620.00			
Milling	\$99,318.00			
Type SP 9.5 Asphalt	#####			
Concrete curb and Gutter	\$17,700.00			
6" side walk		\$55,200.00		
Detectable warning		\$8,400.00		
sod		\$2,310.00		\$2,310.00
tree removal				\$22,000.00
RRFB at Maguire			\$20,000.00	
Reg Signage	\$28,000.00			
Relocation Reg Signage	\$200.00			
pavement markers	\$200.00			
Thermo 12"	\$5,245.00			
Thermo 24"	\$3,568.00			
Thermo arrows	\$600.00			
CIP Breakdown	#####	\$73,728.75	\$20,000.00	\$44,310.00

Total Bid #####

**MGEC/ Michael Galura Engineering Consultants, LLC**

August 1, 2019

TOW-055

1-1.0

Mr. Scott Brown  
Public Works Director  
Town of Windermere  
614 Main Street  
Windermere, Florida 34786

Re: **BID NO. 2019-04**  
**THE WILLOWS MILLING AND RESURFACING / SIDEWALK**  
**IMPROVEMENTS**  
**Town of Windermere, Florida**

Subj: **RECOMMENDATION OF AWARD**

Dear Mr. Brown:

On Wednesday, July 26th, 2019 at 3:00 p.m., the Town of Windermere received sealed construction bids for the above referenced project from five (5) prospective contractors. The bids were read aloud at Town Hall and were tabulated based on bid proposals for the Total Bid.

The bid review indicates All State Paving & Site Development, Inc. to be the apparent low bidder with a Total Bid proposal of \$656,216.00. The second apparent low bidder is C.W. Roberts Contracting, Inc., with a total bid proposal of \$717,257.60.

A review of the bid tabulations revealed several arithmetic errors for one (1) of the five (5) apparent low bidders. Based on the attached bid tabulations, the ranking remains the same, from lowest bidder to the fifth lowest bidder, and is summarized as follows:

<b>Rank</b>	<b>Description</b>	<b>Contractor</b>	<b>Total Bid Price</b>
1	Lowest Bidder	All State Paving & Development	<b>\$656,216.00</b>
2	Second Lowest Bidder	C.W. Roberts Contracting, Inc.	\$717,257.60
3	Third Lowest Bidder	Cathcart Construction Company	\$797,982.00
4	Fourth Lowest Bidder	Hubbard Construction Company	\$836,535.71
5	Fifth Lowest Bidder	Ranger Construction Industries, Inc.	\$917,300.00

The bid proposals of the five (5) apparent low bidders are complete and properly indicated in the attached Bid Checklist form. They have acknowledged receipt of all addenda as 3222 Corrine Drive, Suite H Orlando, FL 32803 (407) 493-9983

required and have submitted proposals to comply with the Town's bidding requirements. While other requirements must be verified by the Town, we believe that these bid proposals are in conformance with all material respect to the invitation for bids and are, therefore, responsive bids.

Based upon the information presented in the bid proposals, each of the five (5) apparent low bidders are licensed contractors in the State of Florida and seem to possess the manpower and equipment necessary to perform the classes of work contemplated within the specified contract time. We have also contacted the references for the low bidder (All State Paving & Site Development, Inc.), which is summarized in the attached Bid Reference List. During the reference check process, a number of references were interviewed. This was done to determine the ability and competency of the low bid contractor to conduct the work; the ability of the contractor to complete the work in a timely fashion and whether the contractor provided good communication and was responsive to the Owner. The reference check process also asked whether any significant change orders were issued during the course of construction; whether the contractor showed initiative and willingness to resolve construction-related issues; and whether the contractor is in good standing with the reference interviewed.

In addition, a representative of the low bid contractor (All State Paving & Site Development, Inc.) was interviewed to determine the availability of manpower and equipment to complete the above reference project concurrently with any other projects awarded to the contractor. The contractor representative affirmatively acknowledged that they had sufficient manpower and equipment to complete the project in a timely manner, regardless of other concurrent projects beyond this project.

A review of the bid forms submitted indicated an arithmetic error for the C.W. Roberts Contracting, Inc. bid (Second Lowest bidder). For the Pay Item No. 110-4 REMOVAL AND DISPOSAL OF CONCRETE PAVEMENT, based on a unit price of \$26.30 per SY, CW Roberts Contracting cited a Total Amount of \$18,015.50. Based on the corrected calculations, for a total quantity of 695 SY at a unit price of \$26.30 per SY, the Total Amount should be \$18,278.50, an increase of \$263.00 from the original bid submittal. In addition, for the Pay Item No. 334-1-13 TYPE SP 9.5 ASPHALTIC CONCRETE (1-1/2") (165 LB/SY) (TRAFFIC LEVEL B), there was a discrepancy between the written unit cost value (\$116.85 per square yard) and the numeric unit cost value (\$116.50 per square yard) in the C.W Roberts Contracting, Inc. submitted bid form. Per the conditions of the bid documents, the written unit cost value of \$116.85 per SY was considered the correct value, resulting in matching the submitted Total Price of \$319,117.35 for the pay item. No other arithmetic errors in the C.W. Roberts Contracting Inc. bid was identified. These arithmetic errors did not change their bid ranking.

Mr. Scott Brown, Public Works Director  
Town of Windermere  
Bid No. 2019-04 – The Willows Milling and Resurfacing/Sidewalk Improvements  
August 1, 2019  
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A comparison of the low bidder total and the estimated project budget was conducted to ascertain the comparison of unit prices and total prices. The estimated project budget was \$622, 141.80 and the low bidder's total bid was \$656,216.00, a difference of \$34,074.20 or an increase of 5.48 % above the Engineer's estimate. We find this increase to be within the Town's budgetary constraints and the current construction market value.

Based on our review of the submittals from each of the five (5) apparent low bidders, we find that All State Paving and Site Development, Inc., is the lowest responsible, responsive bidder. **Therefore, we recommend that the referenced construction contract for be awarded to All State Paving and Site Development, Inc., based on their total bid proposal of \$656,216.00.**

We are submitting this recommendation on the good faith that the information provided to the Town and MGEC/Michael Galura Engineering Consultants by the references interviewed and the low bid contractor is truthful and accurate.

If you have any questions, please do not hesitate to contact me directly at (407) 493-9983 or by e-mail at [mchgalu@aol.com](mailto:mchgalu@aol.com).

Respectfully,

**MGEC/Michael Galura Engineering Consultants, LLC**



Michael B. Galura, P.E.  
President/Principal Engineer

C:\Users\Michael\Documents\My Projects\TOW-055 The Willows Milling and Resurfacing\Post-Design\Awarding of Bid\Letter to Scott Brown (Recommendation of Award).docx.doc

Enclosure

cc: Robert Smith, Town of Windermere  
Dorothy Burkhalter, Town of Windermere  
John Fitzgibbon, Town of Windermere

3222 Corrine Drive, Suite H

Orlando, FL 32803

(407) 493-9983

# M E M O R A N D U M

**TO:** Robert Smith, Town Manager  
Town of Windermere

**FROM:** Michael B. Galura, P.E. *MBG*  
Michael Galura Engineering Consultants, LLC

**DATE:** August 6, 2019

**RE:** COST COMPARISON

**SUBJ:** THE WILLOWS MILLING AND RESURFACING/SIDEWALK IMPROVEMENTS

A comparative cost evaluation was conducted to break down the internal funding for The Willows Milling and Resurfacing/Sidewalk Improvement project. The costs are based on the low bid as submitted by All State Paving and Site Development, Inc. The funding breakdown was separated into four (4) distinct CIP Categories: 1) Paving CIP; 2) Sidewalk CIP; 3) Signing CIP; and 4) Trees. The total price for MOBILIZATION/DEMOBILATION was prorated among the four distinct CIP categories. The following table summarizes those CIP Costs:

THEWILLOWS MILLING AND RESURFACING/SIDEWALK IMPROVEMENTS				
FUNDING BREAKDOWN				
Paving CIP	Sidewalk CIP	Signing CIP	Trees	TOTAL
\$512,754.25	\$76,604.75	\$20,809.00	\$46,048.00	\$656,216.00*

\*All State Paving & Site Development, Inc. bid

The following tables summarize a detailed breakdown of the total funding contribution from each CIP category:

PAVING CIP		
Pay Item	Description	Total Cost
101-1	Mobilization/Demobilization (5% of items below)	\$19,577.00
101-2	Survey, Layout and Certified As-Built	\$7,500.00
102-1	Maintenance of Traffic	\$20,000.00
104-4	Prevention, Control and Abatement of Erosion and Water Pollution	\$3,500.00
110-4	Removal and Disposal of Concrete Pavement	\$2,606.25
120-9	Excavation, Embankment and Grading	\$9,500.00

Town of Windermere  
The Willows Milling and Resurfacing/Sidewalk Improvements  
**PROJECT MEMORANDUM**

August 6, 2019

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<b>PAVING CIP</b>		
Pay Item	Description	Total Cost
160-4	Type B Stabilization (12")	\$8,520.00
205-70-8	Graded Crushed Concrete Aggregate Base Course (Traffic Level B)	\$13,620.00
327-70-60	Mill Existing Asphalt Pavement 1-1/2" Average Depth	\$99,318.00
334-1-13	Type SP 9.5 Asphaltic Concrete (1-1/2")(165 Lb per SY)(Traffic Level B)	\$273,100.00
520-1-8	Concrete Curb and Gutter (Drop)	\$17,700.00
700-1-12	Single Post Sign, F&I Ground Mount, 12-20 SF	\$28,000.00
700-1-50	Single Post Sign, Relocate	\$200.00
706-3	Retro-Reflectiv Pavement Markers (Blue)	\$200.00
711-11-123	Thermoplastic, Standard, White, Solid, 12"	\$5,245.00
711-11-125	Thermoplastic, Standard, White, Solid, 24"	\$3,568
711-11-170	Thermoplastic, Standard, White, Arrows	\$600.00
<b>TOTAL</b>		<b>\$512,754.25</b>

<b>SIDEWALK CIP</b>		
Pay Item	Description	Total Cost
101-1	Mobilization/Demobilization (5% of items below)	\$2,876.00
110-4	Removal and Disposal of Concrete Pavement	\$7,818.75
522-2	Sidewalk, Concrete, 6" Thick	\$55,200.00
527-1	Detectable Warning on Existing Walking Surface	\$8,400.00
570-1-2	Performance Turf, Sod (Match Existing)	\$2,310.00
<b>TOTAL</b>		<b>\$76,604.75</b>

<b>SIGNING CIP</b>		
Pay Item	Description	Total Cost
101-1	Mobilization/Demobilization (5% of items below)	\$809.00
654-2-21	Rectangular Rapid Flashing Beacon, F&I, Solar Powered, Complete Sign Assembly Single Direction	\$20,000.00
<b>TOTAL</b>		<b>\$20,809.00</b>

<b>TREES</b>		
Pay Item	Description	Total Cost
101-1	Mobilization/Demobilization (5% of items below)	\$1,738.00
110-15	Arborist Work (Complete)	\$20,000.00
570-1-2	Performance Turf, Sod (Match Existing)	\$2,310.00
580-5-4	Tree Removal and Disposal	\$22,000.00
<b>TOTAL</b>		<b>\$46,048.00</b>

The project costs will be distributed among these four CIP categories.

Cc: Scott Brown, Town of Windermere  
John Fitzgibbon, Town of Windermere



**PROJECT: TOWN OF WINDERMERE  
 CONTRACT NAME: THE WILLOWS MILLING AND RESURFACING/SIDEWALK IMPROVEMENTS  
 BID NO. 2019-04**

**REFERENCES FOR: ALL STATE PAVING AND SITE DEVELOPMENT, INC.**

Item	REFERENCES FOR: ALL STATE PAVING AND SITE DEVELOPMENT, INC.		
	No. 1	No. 2	No. 3
Contact Person	Jeff Plaueher/John Jreil	Lee VanDewer	Art Miller, P.E.
Date Contacted	July 31, 2019	July 31, 2019	July 30, 2019
Organization	City of Apopka	City of Clermont	City of Edgewood
Telephone No.	(407) 703-1731	(352) 394-7177	(407) 841-4084
Project Name	East Lester Road (Completed December 2013)	Disston Avenue Stormwater (Completed December 2012)	City of Edgewood Roadway Improvements (Completed March 2013)
Contract Amount	\$2,800,000	\$599,000	\$45,000
Owner	City of Apopka	City of Clermont	City of Edgewood
Completed on Schedule	Yes	Yes	Yes
Change Orders	Yes (City incurred)	No	No
Comments:	<p>The City was very pleased with the work by All State Paving for the East Lester Road project. All State Paving completed the project on time and within the prescribed budget with some City incurred and directed change orders. The City was pleased with All State's responsiveness and professionalism in completing the project. The project had some design and construction related complexities that were addressed in accordance with the approved construction plans. The project was completed in 2013. The City has also used All State Paving for other City of Apopka projects and are pleased with those projects as well.</p> <p>The project involved stormwater and drainage improvements along Disston Avenue, which were completed within the project schedule and within the project budget. The City was pleased with the progress and effort by All State Paving in completing the project improvements. The project involved the construction of several baffle boxes and proprietary Storm Capture systems along with utility improvements associated with the stormwater and drainage improvements. Other improvements included pavement removal and reconstruction to accommodate intersection improvements and other drainage improvements. All State was responsive to the City in addressing the project requirements. The project was completed in 2012.</p> <p>The City has used All State Paving on various City projects and have been pleased with their work with regards to the final products as well as their responsiveness to the City's needs.</p>		

**PROJECT: TOWN OF WINDERMERE**  
**CONTRACT NAME: THE WILLOWS MILLING AND RESURFACING/SIDEWALK IMPROVEMENTS**  
**BID NO. 2019-04**

Item	REFERENCES FOR: ALL STATE PAVING AND SITE DEVELOPMENT, INC.		
	No. 4	No. 5	No. 6
Contact Person	Kevin Hare, Construction Services Manager		
Date Contacted	August 1, 2019		
Organization	City of DeBary		
Telephone No.	(386) 601-0223 (khare@debary.org)		
Project Name	Stormwater/Paving Improvements		
Contract Amount	\$500,000/\$90,000		
Owner	City of DeBary		
Completed on Schedule	Yes		
Change Orders	No		
Comments:	<p>All State was utilized by the City of DeBary for two projects that were completed recently. The first project was a stormwater project, with a gravity system with challenging groundwater conditions. The roadway reconstruction and the associated stormwater improvements were completed on time and the City experienced no problems with All State Paving. The second project was a rapid response project for paving improvements, where the City contacted All State Paving and the responded and mobilized quickly to complete the project. The City indicated that they provided the City with a fair price for the project improvements.</p>		

## BID CHECKLIST

PROJECT DATA	BIDDER INFORMATION			
Owner: Town of Windermere	Name: All State Paving & Site Development, Inc.			
Location: 614 Main Street Windermere, Florida 34786	Address: 5284 Patch Road Orlando, Florida 32822 Phone: (407) 277-5247 Fax: (321) 806-1765			
Contract: <b>Bid No. 2019-04</b>  <b>The Willows Milling and Resurfacing/Sidewalk Improvements</b>	Contractor's No.: CUC 057090			
Checklist	Check One			Comments
	Yes	No	N/A	
Acknowledges all Addenda?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All addendums acknowledged
Incomplete unit prices?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Conditional bid?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bid Proposal properly signed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Serious bid omissions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Local Agency/Federal Aid Program Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Drug Free Workplace Certification?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Equal Employment Opportunity Certification?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Non-Collusion Oath?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Good Faith Affidavit?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Bid Bond or Cashier's Check?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
References?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Licenses?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Certificate of FDOT Qualification	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

in box for properly completed Bid

## BID CHECKLIST

PROJECT DATA	BIDDER INFORMATION			
Owner: Town of Windermere	Name: C.W. Roberts Contracting Inc.			
Location: 614 Main Street Windermere, Florida 34786	Address: 3372 Capital Circle NE Tallahassee, Florida 32308 Phone: (850) 385-5060 Fax:			
Contract: <b>Bid No. 2019-04</b>  <b>The Willows Milling and Resurfacing/Sidewalk Improvements</b>	Contractor's No.: CGC 1505785			
Checklist	Check One			Comments
	Yes	No	N/A	
Acknowledges all Addenda?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All addendums acknowledged
Incomplete unit prices?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Conditional bid?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bid Proposal properly signed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Serious bid omissions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Local Agency/Federal Aid Program Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Drug Free Workplace Certification?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Equal Employment Opportunity Certification?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Non-Collusion Oath?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Good Faith Affidavit?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Bid Bond or Cashier's Check?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
References?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Licenses?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Certificate of FDOT Qualification	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

in box for properly completed Bid.

### BID CHECKLIST

PROJECT DATA	BIDDER INFORMATION			
Owner: Town of Windermere	Name: Cathcart Construction Company – Florida LLC			
Location: 614 Main Street Windermere, Florida 34786	Address: 2564 Connection Point Oviedo, Florida 32765 Phone: (407) 629-2900 Fax:			
Contract: <b>Bid No. 2019-04</b>  <b>The Willows Milling and Resurfacing/Sidewalk Improvements</b>	Contractor's No.: CGC051005 CUC 057230			
Checklist	Check One			Comments
	Yes	No	N/A	
Acknowledges all Addenda?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All addendums acknowledged
Incomplete unit prices?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Conditional bid?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bid Proposal properly signed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Serious bid omissions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Local Agency/Federal Aid Program Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Drug Free Workplace Certification?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Equal Employment Opportunity Certification?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Non-Collusion Oath?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Good Faith Affidavit?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Bid Bond or Cashier's Check?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
References?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Licenses?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Certificate of FDOT Qualification	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

in box for properly completed Bid.

## BID CHECKLIST

PROJECT DATA	BIDDER INFORMATION			
Owner: Town of Windermere	Name: Hubbard Construction Company			
Location: 614 Main Street Windermere, Florida 34786	Address: 1936 Lee Road, Suite 300 Winter Park, Florida 32789 Phone: (407) 645-5500 Fax:			
Contract: <b>Bid No. 2019-04</b>  <b>The Willows Milling and Resurfacing/Sidewalk Improvements</b>	Contractor's No.: CUC1225224			
Checklist	Check One			Comments
	Yes	No	N/A	
Acknowledges all Addenda?	<input checked="" type="checkbox"/>			All addendums acknowledged
Incomplete unit prices?		<input checked="" type="checkbox"/>		
Conditional bid?		<input checked="" type="checkbox"/>		
Bid Proposal properly signed?	<input checked="" type="checkbox"/>			
Serious bid omissions?		<input checked="" type="checkbox"/>		
Local Agency/Federal Aid Program Certification			<input checked="" type="checkbox"/>	
Drug Free Workplace Certification?	<input checked="" type="checkbox"/>			
Equal Employment Opportunity Certification?	<input checked="" type="checkbox"/>			
Non-Collusion Oath?	<input checked="" type="checkbox"/>			
Good Faith Affidavit?	<input checked="" type="checkbox"/>			
Bid Bond or Cashier's Check?	<input checked="" type="checkbox"/>			
References?	<input checked="" type="checkbox"/>			
Licenses?	<input checked="" type="checkbox"/>			
Certificate of FDOT Qualification			<input checked="" type="checkbox"/>	

in box for properly completed Bid.

## BID CHECKLIST

### PROJECT DATA

Owner: Town of Windermere  
 Location: 614 Main Street  
 Windermere, Florida 34786

### BIDDER INFORMATION

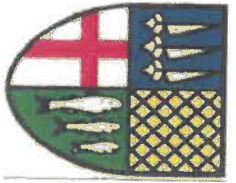
Name: Ranger Construction Industries, Inc.  
 Address:  
 1200 Elboc Way  
 Winter Garden, Florida 34787  
 Phone: (407) 629-2900 Ext 18  
 Fax: (321) 203-4900

Contract: **Bid No. 2019-04**  
**The Willows Milling and  
 Resurfacing/Sidewalk Improvements**

Contractor's No.: CGC 031554

Checklist	Check One			Comments
	Yes	No	N/A	
Acknowledges all Addenda?	✓			All addendums acknowledged
Incomplete unit prices?		✓		
Conditional bid?		✓		
Bid Proposal properly signed?	✓			
Serious bid omissions?		✓		
Local Agency/Federal Aid Program Certification			✓	
Drug Free Workplace Certification?	✓			
Equal Employment Opportunity Certification?	✓			
Non-Collusion Oath?	✓			
Good Faith Affidavit?	✓			
Bid Bond or Cashier's Check?	✓			
References?	✓			
Licenses?	✓			
Certificate of FDOT Qualification			✓	

✓ in box for properly completed Bid.



# CONSTRUCTION PLANS FOR THE WILLOWS MILLING AND RESURFACING IMPROVEMENTS

PROJECT NO. : 2019-04

TOWN OF WINDERMERE  
WINDERMERE, FLORIDA

### SOURCE OF BENCHMARK DATUM

SEC SURVEYING AND MAPPING, LLC  
SET NAIL AND DISK (GALBRAITH CORNER)  
N. 1518362.5300  
E. 3581618.8500

SEC SURVEYING AND MAPPING, LLC  
SET NAIL AND DISK (SCHUCHER WAY)  
N. 1518926.6900  
E. 4982471.2000

BID SET PLANS  
PLAN DATE: MAY 2019

PROJECT LENGTH:	FEET	MILES
MILLING AND RESURFACING	0.330	196
BRIDGES:	0	0
TOTAL LENGTH:	0.330	196

JIM O'BRIEN

TOWN COUNCIL

ANDY WILLIAMS  
CHRIS SAPP  
BILL MARTINI  
ROBERT MCKINLEY  
LIZ ANDERT  
ROBERT SMITH  
SCOTT BROWN

TOWN MAYOR

COUNCIL MEMBER  
COUNCIL MEMBER  
COUNCIL MEMBER  
COUNCIL MEMBER  
COUNCIL MEMBER  
TOWN MANAGER  
PUBLIC WORKS DIRECTOR



VICINITY MAP  
N.T.S.

COVERING STANDARDS AND SPECIFICATIONS:  
FLORIDA DEPARTMENT OF TRANSPORTATION  
DESIGN STANDARDS FOR DESIGN CONSTRUCTION,  
MAINTENANCE AND UTIL OPERATIONS  
ON THE STATE HIGHWAY SYSTEM (LATEST EDITION)  
AND  
STANDARD SPECIFICATIONS FOR ROAD AND  
BRIDGE CONSTRUCTION (LATEST EDITION)  
AS AMENDED BY CONTRACT DOCUMENTS

### NOTE

PLANS WERE PREPARED ACCORDING TO AVAILABLE INFORMATION TO ADJUSTEDLY ADDRESS CONDITIONS AS THEY EXISTED AT THE TIME OF PLANS PREPARATION. NEEDS, CONDITIONS AND OWNER'S REPRESENTATIVE WILL ADDRESS CHANGES AND NEEDS WITH THE PROJECT MANAGER. THE ENGINEER, ARCHITECT AND OWNER SHALL WORK WITH THE COUNTY'S REPRESENTATIVE IN ADDRESSING AND APPROVING NEEDS AND CONDITIONS THAT MAY HAVE CHANGED SINCE PLANS PREPARATION.

### CERTIFICATION TO PLANS

I HEREBY CERTIFY THAT THE DESIGN FOR THIS PROJECT AND THE ATTACHED CONSTRUCTION PLANS COMPLY WITH THE REQUIREMENTS OF SECTION 336.045 OF THE FLORIDA STATUTES AND ARE IN SUBSTANTIAL CONFORMANCE WITH THE STANDARDS CONTAINED IN THE EDITION OF THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS IN EFFECT ON THIS DATE AS ADOPTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION PURSUANT TO SUBSECTION 336.04(6) OF THE FLORIDA STATUTES.

DATE 5/2019 ENGINEER MICHAEL B. GALURIA, PE REG. NO. 4728

PROJECT LOCATION

SEC. 8 TWP. 28S R. 2E E2E

LOCATION MAP

### INDEX OF SHEETS

SHEET	COVER SHEET	DESCRIPTION
1	GENERAL NOTES	
2	TYPICAL SECTIONS	
3	KEY SHEET	
4	SUMMARY OF QUANTITIES	
5	PLAN - WILLOW BRICK DRIVE	
6-7	PLAN - WILLOW CARRIERS COURT	
8-16	PLAN - WILLOW ALBERT LANE	
17-18	PLAN - WILLOW ALBERT LANE	
19	PLAN - KANE PARKWAY	
20	PLAN - WILLOW STONE LANE	
21	PLAN - LILYPAD LANE	
22	PLAN - WINDERMERE ROAD	
23	PROFILE/CROSS-SECTIONS WEST SIDEWALK	
24	PROFILE/CROSS-SECTIONS EAST SIDEWALK	
25	PAVEMENT MARKING DETAILS	
26-32	DELETED MARKINGS AND CURB RAMP DETAILS	

### UTILITIES ENCOUNTERED

POWER: DUNE ENERGY 1-800-700-8744  
PHONE: EMBA80 407-814-5393

WATER: UTILITIES INC. OF FLORIDA 407-869-1919

SEWER: NONE

GAS: LAKE APOPKA NATURAL GAS DISTRICT 407-658-2734

CATV: BRIGHT HOUSE NETWORK 407-532-8509

PREPARED BY:  
**MGECC**  
MICHAEL B. GALURIA  
ENGINEERING CONSULTANTS  
LLC

2022 COVENE DRIVE, SUITE H  
CENTRAL FLORIDA INTERNATIONAL HQ 2002  
MCO, WINTER HAVEN, FLORIDA 33909  
PHONE NO. 407/480-9880

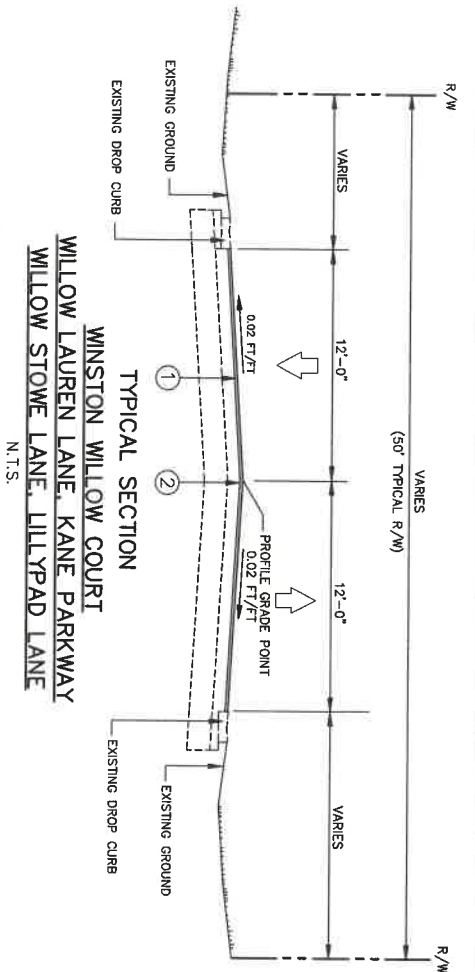
REVISIONS	DATE	BY

DESIGNED BY: CAD DATE: 8/2008  
DRAWN BY: CAD DATE: 8/2008  
CHECKED BY: JLB DATE: 8/2008  
APPROVED BY: JLB DATE: 8/2008  
PROJECT NO.: TWP-0581000

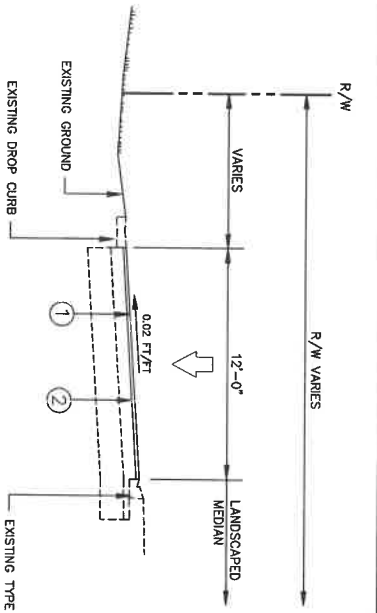
SHEET 1 OF 32



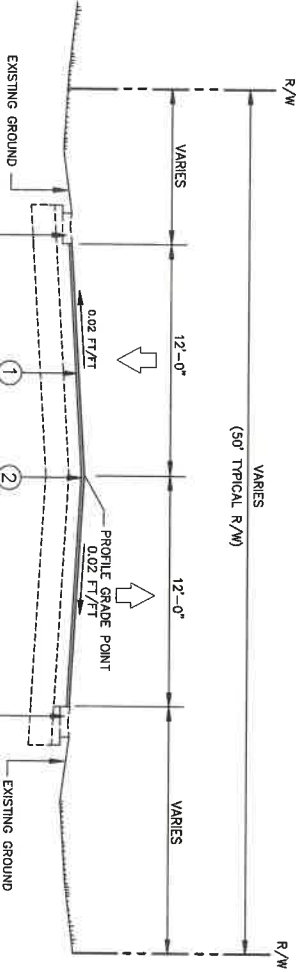




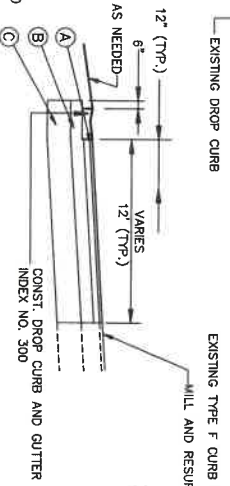
**TYPICAL SECTION  
WILLOW LAUREN LANE, KANE PARKWAY  
WILLOW STOWE LANE, LILYPAD LANE**  
N.T.S.



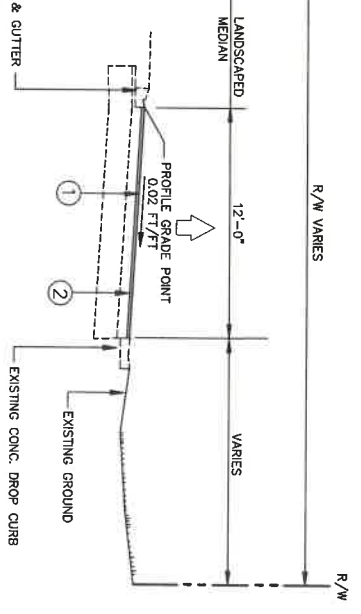
**TYPICAL SECTION  
WILLOW BRICK LANE (SOUTHBOUND)**  
N.T.S.



**TYPICAL SECTION  
WILLOW GARDENS DRIVE**  
N.T.S.



**TYPICAL SECTION  
PAVEMENT RECONSTRUCTION**  
N.T.S.



**TYPICAL SECTION  
WILLOW BRICK LANE (NORTHBOUND)**  
N.T.S.

REV.	DATE	DESCRIPTION	DATE	FIELD	PRO SURVEY	DATE	FIELD	PRO SURVEY

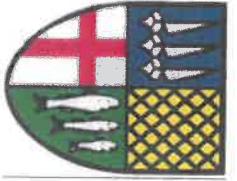
**MGEC** MICHAEL GURA  
ENGINEERING  
CONSULTANTS, LLC  
3222 Orange Drive, Suite H  
Orlando, Florida 32803  
CENTROTECH OF AUTOMATION, INC. 39032  
407/463-9883



**TOWN OF WINDERMERE**  
PUBLIC WORKS DEPARTMENT  
614 HUNTERS WINDERMERE, FLORIDA 3276  
SCALE: AS NOTED

TYPICAL SECTION  
THE WILLOWS  
SHEET 3 OF 23





# CONSTRUCTION PLANS FOR

## THE WILLOWS

### MILLING AND RESURFACING IMPROVEMENTS

PROJECT NO. : 2019-04

#### TOWN OF WINDERMERE WINDERMERE, FLORIDA

#### SOURCE OF BENCHMARK DATUM

REC SURVEYING AND MAPPING, LLC  
 2500 W. STATE ROAD 100, SUITE 200  
 TAMPA, FL 33606  
 N. 1519355.5300  
 E. 982616.6200

REC SURVEYING AND MAPPING, LLC  
 571 W. AND DR. (SPRINGER WAY)  
 TAMPA, FL 33606  
 N. 1518966.6500  
 E. 4824372.0300



VICINITY MAP  
 1/11/19

PROJECT LENGTH:	FEET	MILES
MILLING AND RESURFACING	0.330	196
BRIDGES	0	0
TOTAL LENGTH:	0.330	196

**BID SET PLANS**  
**PLAN DATE: MAY 2019**

JIM O'BRIEN

#### TOWN COUNCIL

ANDY WILLIAMS  
 CHRIS SAPP  
 BILL MARTINI  
 ROBERT MCKINLEY  
 LIZ ANDERT  
 ROBERT SMITH  
 SCOTT BROWN

TOWN MAYOR

COUNCIL MEMBER  
 COUNCIL MEMBER  
 COUNCIL MEMBER  
 COUNCIL MEMBER  
 COUNCIL MEMBER  
 TOWN MANAGER  
 PUBLIC WORKS DIRECTOR

**GOVERNING STANDARDS AND SPECIFICATIONS:**  
 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM (LATEST EDITION)

**STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) AS AMENDED BY CONTRACT DOCUMENTS.**

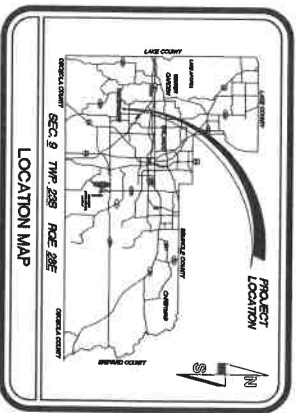
#### NOTE

PLANS WERE PREPARED ACCORDING TO AVAILABLE INFORMATION TO ADEQUATELY ADDRESS CONDITIONS AS THEY EXISTED AT THE TIME OF PLANS PREPARATION. NECESSARY CONDITIONS AND OWNERSHIP OF PROPERTIES MAY HAVE CHANGED SINCE PROJECT DESIGN. THE COUNTY'S REPRESENTATIVE WILL ADDRESS CHANGES AND SHALL WORK WITH THE CONTRACTOR ON THEIR REPRESENTATIVE CONTRACTOR NEEDS AND CONDITIONS THAT MAY HAVE CHANGED SINCE PLANS PREPARATION.

#### CERTIFICATION TO PLANS

I HEREBY CERTIFY THAT THE DESIGN FOR THIS PROJECT AND THE ATTACHED CONSTRUCTION PLANS COMPLY WITH THE REQUIREMENTS OF SECTION 386.045 OF THE FLORIDA STATUTES AND ARE IN SUBSTANTIAL CONFORMANCE WITH THE STANDARDS CONTAINED IN THE EDITION OF THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS IN EFFECT ON THIS DATE AS ADOPTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION PURSUANT TO SUBSECTION 386.04(6) OF THE FLORIDA STATUTES.

DATE: 5/20/19 ENGINEER: MICHAEL B. GALURA, PE REG. NO. 47728



LOCATION MAP

#### INDEX OF SHEETS

SHEET	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
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8-13	PLAN - WILLOW DRIVE
14	PLAN - WILLOW LAUREN COURT
15	PLAN - WILLOW LAUREN COURT
16	PLAN - WILLOW LAUREN COURT
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23	PROFILE / CROSS-SECTIONS WEST SIDEWALK
24	PROFILE / CROSS-SECTIONS EAST SIDEWALK
25-26	DETAILED MARKING DETAILS CURB SIDEWALK
26-27	DETAILED MARKING DETAILS CURB RAMP DETAILS

#### UTILITIES ENCOUNTERED

POWER: DUKE ENERGY	1-800-700-8744
PHONE: EMBARQ	407-814-5393
WATER: UTILITIES INC. OF FLORIDA	407-869-1919
SEWER: _____	NONE
GAS: LAKE APOPKA NATURAL GAS DISTRICT	407-656-2734
CATV: BRIGHT HOUSE NETWORK	407-552-8509

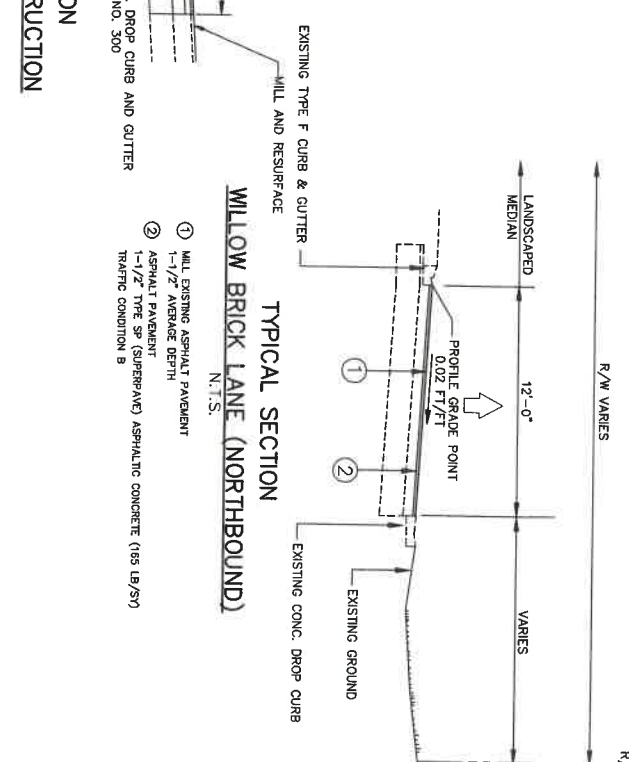
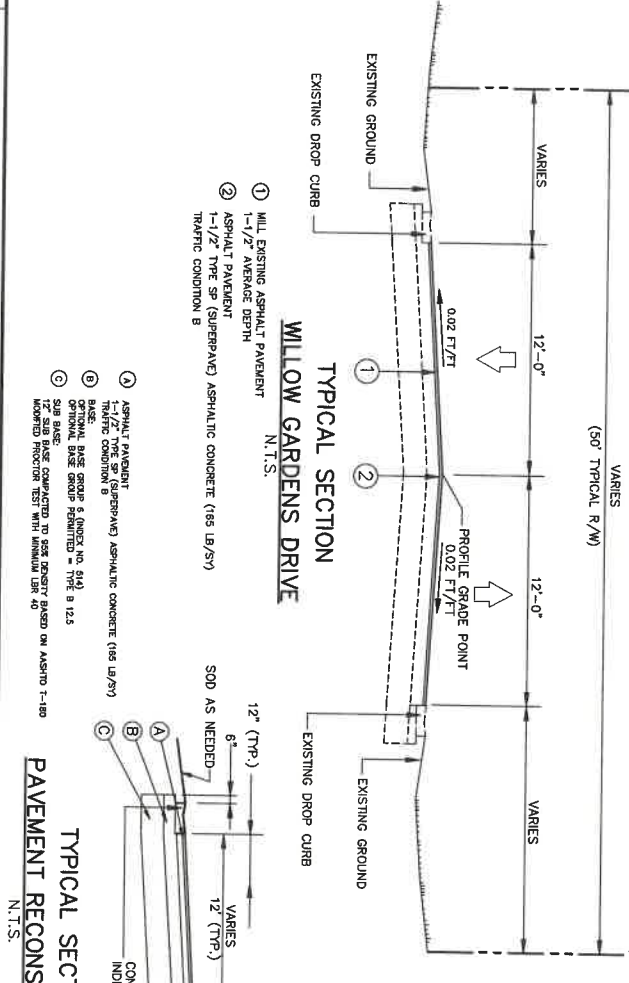
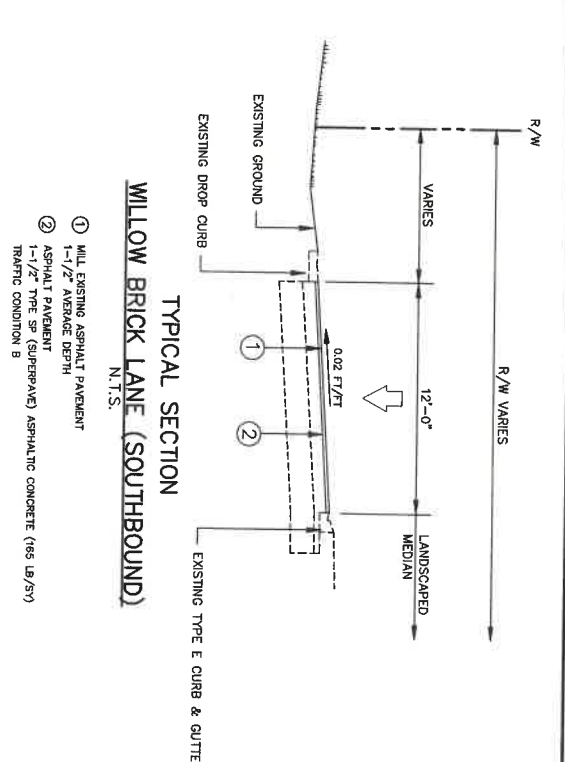
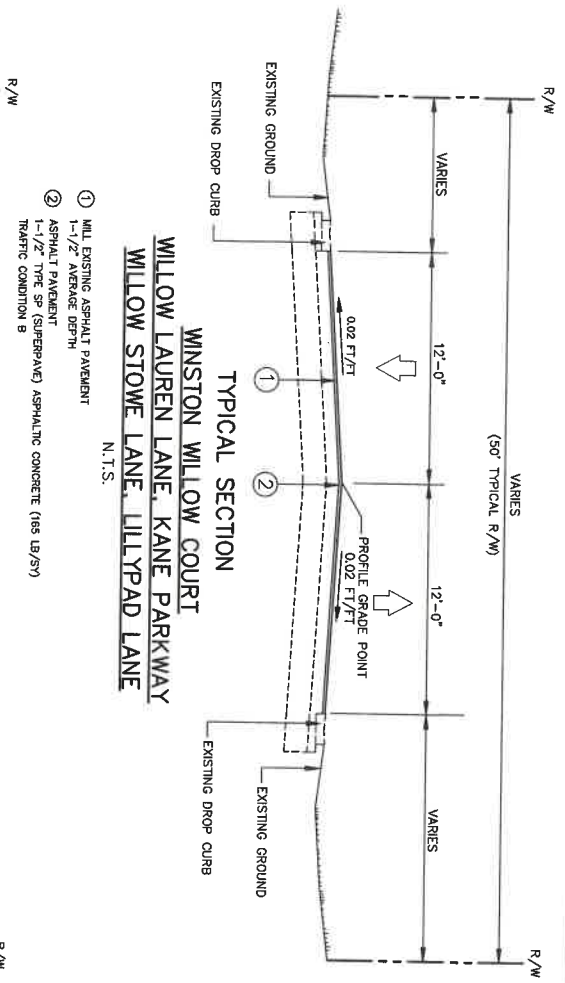
PREPARED BY:  
**M/EGEC**  
 MICHAEL GALURA  
 ENGINEER  
 2622 COFFEE DRIVE, SUITE H  
 CENTRAL FLORIDA AUTHORITY NO. 2002  
 https://www.megec.com  
 PHONE NO. 407-656-9880

REVISIONS	DATE	BY

DESIGNED BY	DATE	BY
EMBARQ	5/20/19	EMBARQ
ENGINEER	5/20/19	EMBARQ
CHECKED BY	5/20/19	EMBARQ
PROJECT NO.	2019-000000	

SHEET	1
OF	32





① MILL EXISTING ASPHALT PAVEMENT  
 1-1/2" AVERAGE DEPTH  
 ② ASPHALT PAVEMENT  
 1-1/2" TYPE SP (SUPERPAVE) ASPHALTIC CONCRETE (185 LB/SY)  
 TRAFFIC CONDITION B  
 ③ ASPHALT PAVEMENT  
 1-1/2" TYPE SP (SUPERPAVE) ASPHALTIC CONCRETE (185 LB/SY)  
 TRAFFIC CONDITION B  
 ④ BASE  
 12" SUB BASE COMPACTED TO 95% DENSITY BASED ON ASPHTO T-180  
 MODIFIED PROCTOR TEST WITH MINIMUM LER 40

① MILL EXISTING ASPHALT PAVEMENT  
 1-1/2" AVERAGE DEPTH  
 ② ASPHALT PAVEMENT  
 1-1/2" TYPE SP (SUPERPAVE) ASPHALTIC CONCRETE (185 LB/SY)  
 TRAFFIC CONDITION B

① MILL EXISTING ASPHALT PAVEMENT  
 1-1/2" AVERAGE DEPTH  
 ② ASPHALT PAVEMENT  
 1-1/2" TYPE SP (SUPERPAVE) ASPHALTIC CONCRETE (185 LB/SY)  
 TRAFFIC CONDITION B

① MILL EXISTING ASPHALT PAVEMENT  
 1-1/2" AVERAGE DEPTH  
 ② ASPHALT PAVEMENT  
 1-1/2" TYPE SP (SUPERPAVE) ASPHALTIC CONCRETE (185 LB/SY)  
 TRAFFIC CONDITION B

① MILL EXISTING ASPHALT PAVEMENT  
 1-1/2" AVERAGE DEPTH  
 ② ASPHALT PAVEMENT  
 1-1/2" TYPE SP (SUPERPAVE) ASPHALTIC CONCRETE (185 LB/SY)  
 TRAFFIC CONDITION B

① MILL EXISTING ASPHALT PAVEMENT  
 1-1/2" AVERAGE DEPTH  
 ② ASPHALT PAVEMENT  
 1-1/2" TYPE SP (SUPERPAVE) ASPHALTIC CONCRETE (185 LB/SY)  
 TRAFFIC CONDITION B

① MILL EXISTING ASPHALT PAVEMENT  
 1-1/2" AVERAGE DEPTH  
 ② ASPHALT PAVEMENT  
 1-1/2" TYPE SP (SUPERPAVE) ASPHALTIC CONCRETE (185 LB/SY)  
 TRAFFIC CONDITION B

① MILL EXISTING ASPHALT PAVEMENT  
 1-1/2" AVERAGE DEPTH  
 ② ASPHALT PAVEMENT  
 1-1/2" TYPE SP (SUPERPAVE) ASPHALTIC CONCRETE (185 LB/SY)  
 TRAFFIC CONDITION B

① MILL EXISTING ASPHALT PAVEMENT  
 1-1/2" AVERAGE DEPTH  
 ② ASPHALT PAVEMENT  
 1-1/2" TYPE SP (SUPERPAVE) ASPHALTIC CONCRETE (185 LB/SY)  
 TRAFFIC CONDITION B

NO.	DATE	DESCRIPTION	SCALE

NO.	DATE	DESCRIPTION	SCALE

NO.	DATE	DESCRIPTION	SCALE

NO.	DATE	DESCRIPTION	SCALE

NO.	DATE	DESCRIPTION	SCALE

NO.	DATE	DESCRIPTION	SCALE

NO.	DATE	DESCRIPTION	SCALE

**MIGEG CONSULTANTS, LLC**  
 3222 Corning Drive, Suite H  
 Orlando, Florida 32803  
 CERTIFICATE OF AUTHORIZATION NO. 29002  
 407/493-6883

**TOWN OF WINDERMERE**  
 PUBLIC WORKS DEPARTMENT  
 614 KNUSTENBERG AVENUE, TOWNHALL 1106

JOB NO. TW-2024-01-000  
 FILE NAME SET LIST NUMBER  
 PROJECT 0005  
 SCALE AS NOTED

TYPICAL SECTION  
 THE WILLOWS

SHEET 3 OF 22



**SUMMARY OF PAY ITEMS  
THE WILLOWS MILLING AND RESURFACING IMPROVEMENTS**

ITEM NUMBER	DESCRIPTION	QUANTITY TOTAL	
		UNIT	PLANTS FINAL
101-1	MOBILIZATION (MAX. 5% OF MILLING AND RESURFACING IMPROVEMENTS)	LS	1
101-2	SURVEY LAYOUT AND CERTIFIED AS-BUILT	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-14	PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	LS	1
110-4	REMOVAL AND DISPOSAL OF ASPHALT PAVEMENT	SY	4,528
110-15	ARBOREST WORK (COMPLETE)	LS	1
120-9	EXCAVATION, EMBANKMENT AND GRADING	LS	1
160-4	TYPE B STABILIZATION (12")	SY	1,721
285-704	OPTIONAL BASE, BASE GROUP 4	SY	1,721
327-70-6	MILL EXIST. ASPHALT PAVEMENT, 1-1/2" AVG. DEPTH	SY	4,528
334-1-12	SUPERPAVE ASPHALTIC CONCRETE, 1-1/2" AVG. DEPTH, TRAFFIC B (165 LB/SY)	TN	459
400-11	CLASS NS GRAVITY WALL (INDEX NO. 6011)	CY	50
400-15	CLASS I CONCRETE (MISCELLANEOUS)	CY	10
520-1-8	CONCRETE CURB AND GUTTER (DROP)	LF	885
520-3	CONCRETE VALLEY GUTTER	LF	175
522-1	SIDEWALK, CONCRETE, 4" THICK	SY	1,721
522-2	SIDEWALK, CONCRETE, 6" THICK	SY	497
527-1	DETECTABLE WARNING ON EXISTING WALKING SURFACE	EA	12
570-1-2	PERFORMANCE TURF, SOD	SY	2,608
580-5-4	TREE REMOVAL AND DISPOSAL	EA	6
700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	1
700-1-50	SINGLE POST SIGN, RELOCATE	AS	1
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS (BLUE)	EA	8
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	750
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	108
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROWS	EA	4

**PAY ITEM NOTES**

101-1 THIS INCLUDES ALL PRELIMINARY WORK AND OPERATIONS IN MOBILIZATION FOR BEGINNING WORK AND DEMOBILIZATION AT THE END OF THE WORK. THIS INCLUDES BUT IS NOT LIMITED TO: THE COST OF TRAVEL, MEALS, LODGING, EQUIPMENT SUPPLIES AND INCIDENTALS TO THE PROJECT AND FOR SURVEYING, CONCRETE, EQUIPMENT SUPPLIES OTHER THAN TO MAINTAIN A DAY WORK ZONE TO COMPLETE THE WORK. MOBILIZATION SHALL NOT EXCEED 5% OF THE TOTAL COST OF THE REMAINING ITEMS.

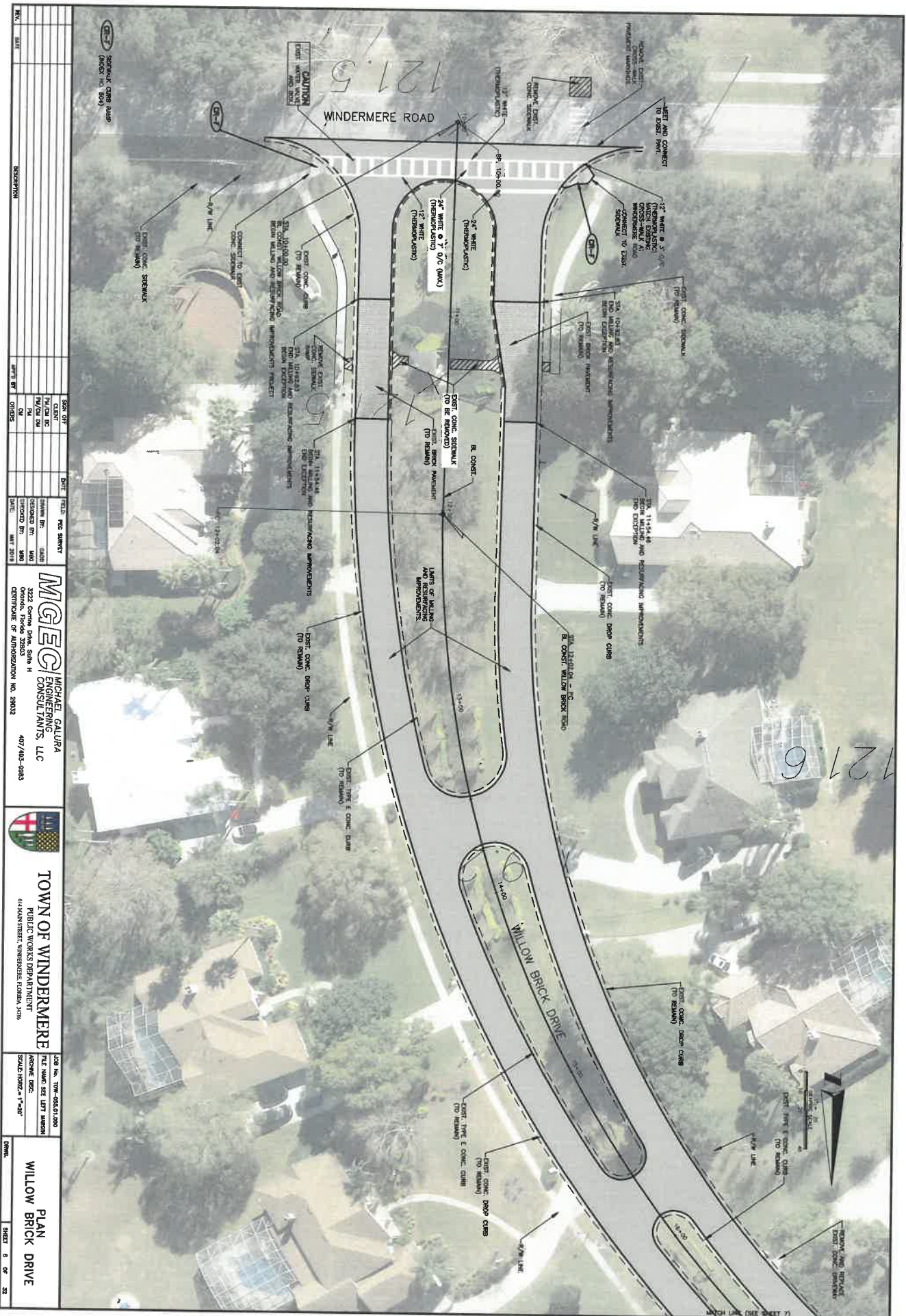
102-1 INCLUDES ALL ITEMS OF MAINTENANCE OF TRAFFIC INCLUDING BUT NOT LIMITED TO THE DESIGN OF THE MAINTENANCE OF TRAFFIC PLAN BY THE CONTRACTOR AND APPROVAL BY THE PLANS ENGINEER. THIS INCLUDES ALL TEMPORARY AND PERMANENT STRIKING, FLAGGING, OR LIGHTING AND TEMPORARY STRIPING BY HYDRA BLASTING, SIGNING, FLAGGING, FLAGGING, OR LIGHTING. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS (LATEST EDITION). THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF TRAFFIC PLAN TO BE APPROVED BY THE CONTRACTOR'S PROFESSIONAL ENGINEER. THE PLAN SHALL BE PROFESSIONAL ENGINEER (LICENSED IN THE STATE OF MICHIGAN).

104-14 THIS PAY ITEM INCLUDES THE COST OF ALL LABOR AND ITEMS REQUIRED FOR THE PROPOSED CONTROL, HOLDING BUT NOT LIMITED TO SYNTHETIC SALES, THURBURY BARRIERS, SILT FENCES, COIR NETS, SEDIMENT BARRIERS AND TEMPORARY CRASSING AS SHOWN IN THE PLANS OR AS DIRECTED BY THE ENGINEER.

120-9 INCLUDES THE COST FOR LABOR, EQUIPMENT AND MATERIALS NECESSARY FOR CONDUCTING EXCAVATION, EMBANKMENT AND GRADING.

 <p><b>MGE CONSULTANTS, LLC</b> 3222 Corning Drive, Suite H Okemos, Michigan 48864 CONTRACTOR OF AUTHORIZATION NO. 29032</p>	<p>407/493-9833</p>
 <p><b>TOWN OF WINDERMERE</b> PUBLIC WORKS DEPARTMENT 414 MAIN STREET, WINDERMERE, MICHIGAN 49349</p>	<p>JOB NO. TOW-006.01.000 FILE NAME SEE LEFT MARGIN ARCHIVE DESC. SCALE: NONE</p>
<p><b>SUMMARY OF QUANTITIES</b></p>	
<p>DWG. NO.</p>	<p>SHEET 3 OF 32</p>





SPRINKLER CATCH BASIN (PROJECT NO. 804)

REV.	DATE	DESCRIPTION	BY	CHK

DATE	FILE	PROJ	DATE	DATE

<b>MTEC</b> MICHAEL GALBRAITH CONSULTANTS, LLC 3222 Corning Drive, Suite H Oviedo, Florida 32763 CERTIFICATE OF AUTHORIZATION NO. 28032 407/493-9983	<b>TOWN OF WINDERMERE</b> PUBLIC WORKS DEPARTMENT 614 N. MAIN STREET, WINDERMERE, FLORIDA 34786
---	---

JOB NO. 17W-058.61.000 PROJECT DESC. FILE NAME: SEE LIST TAB SCALE: HORIZ. = 1"=40' DRAWN: [blank] CHECKED: [blank]	<b>WILLOW BRICK DRIVE</b> PLAN SHEET 6 OF 32
---	--



NO.	DATE	DESCRIPTION	DESIGNER	CHECKED BY	DATE

SCALE	DATE	PROJECT	NO.
1" = 40'	MAR 2013	WILLOW GARDENS DRIVE	3

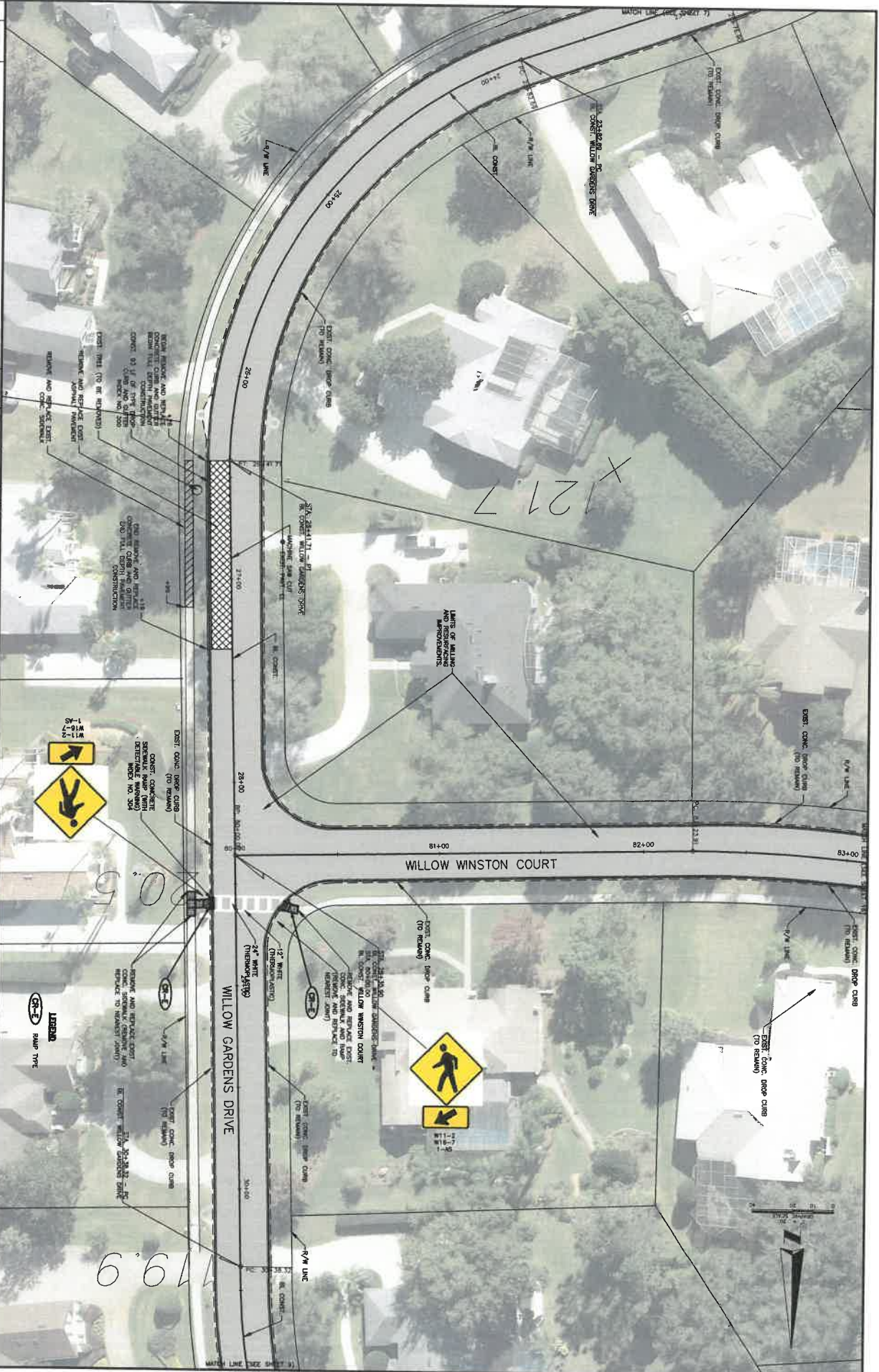
DATE	BY	DESCRIPTION

DATE	BY	DESCRIPTION

DATE	BY	DESCRIPTION

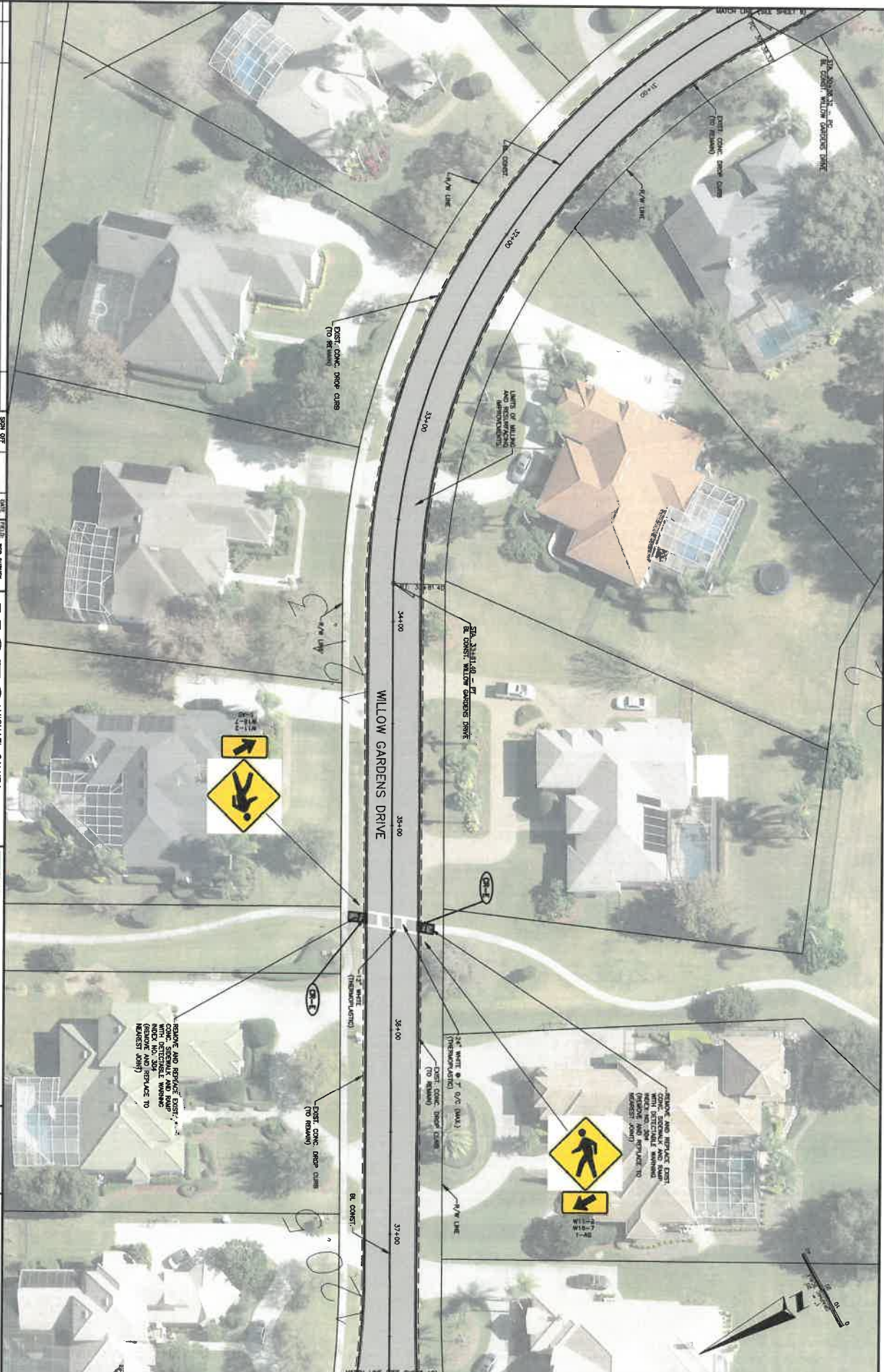


**MGE** MICHAEL GALTURA  
 ENGINEERS  
 CONSULTANTS, LLC  
 3322 Corrine Drive, Suite H  
 Orlando, Florida 32803  
 CERTIFICATE OF REGISTRATION NO. 29022  
 407/343-9833

**TOWN OF WINDERMERE**  
 PUBLIC WORKS DEPARTMENT  
 614 MAIN STREET, WINDERMERE, FLORIDA 34786

JOB NO. TOW-058.01.000  
 FILE NAME: SEE LEFT MARGIN  
 ARCHIVE DESC:  
 SCALE: HORIZ. = 1" = 40'

WILLOW GARDENS DRIVE  
 PLAN  
 SHEET 3 OF 32



NO.	DATE	DESCRIPTION	BY	CHECKED BY	DATE	SCALE

DATE	BY	DESCRIPTION

DESIGNED BY: <b>CMO</b>	SCALE: <b>AS SHOWN</b>
CHECKED BY: <b>MM</b>	DATE: <b>MAY 2018</b>
DATE: <b>MAY 2018</b>	PROJECT: <b>WILLOW GARDENS DRIVE</b>

**MGE** MICHAEL GALLURA  
 ENGINEERING CONSULTANTS, LLC  
 3222 Corrine Drive, Suite H  
 Orlando, Florida 32803  
 COUNTY OF ADMINISTRATION NO. 29632 407/443-9883

**TOWN OF WINDERMERE**  
 PUBLIC WORKS DEPARTMENT  
 44 ALAN STREET, WINDERMERE, FLORIDA 34786

DATE: <b>NOV 2018</b>	SCALE: <b>AS SHOWN</b>
PROJECT: <b>WILLOW GARDENS DRIVE</b>	SHEET: <b>9 OF 23</b>

NO.	DATE	DESCRIPTION	BY

DESIGNED BY	DATE	FIELD	PRO. SERVICE
CHECKED BY	DATE	DESIGNED BY	SCALE

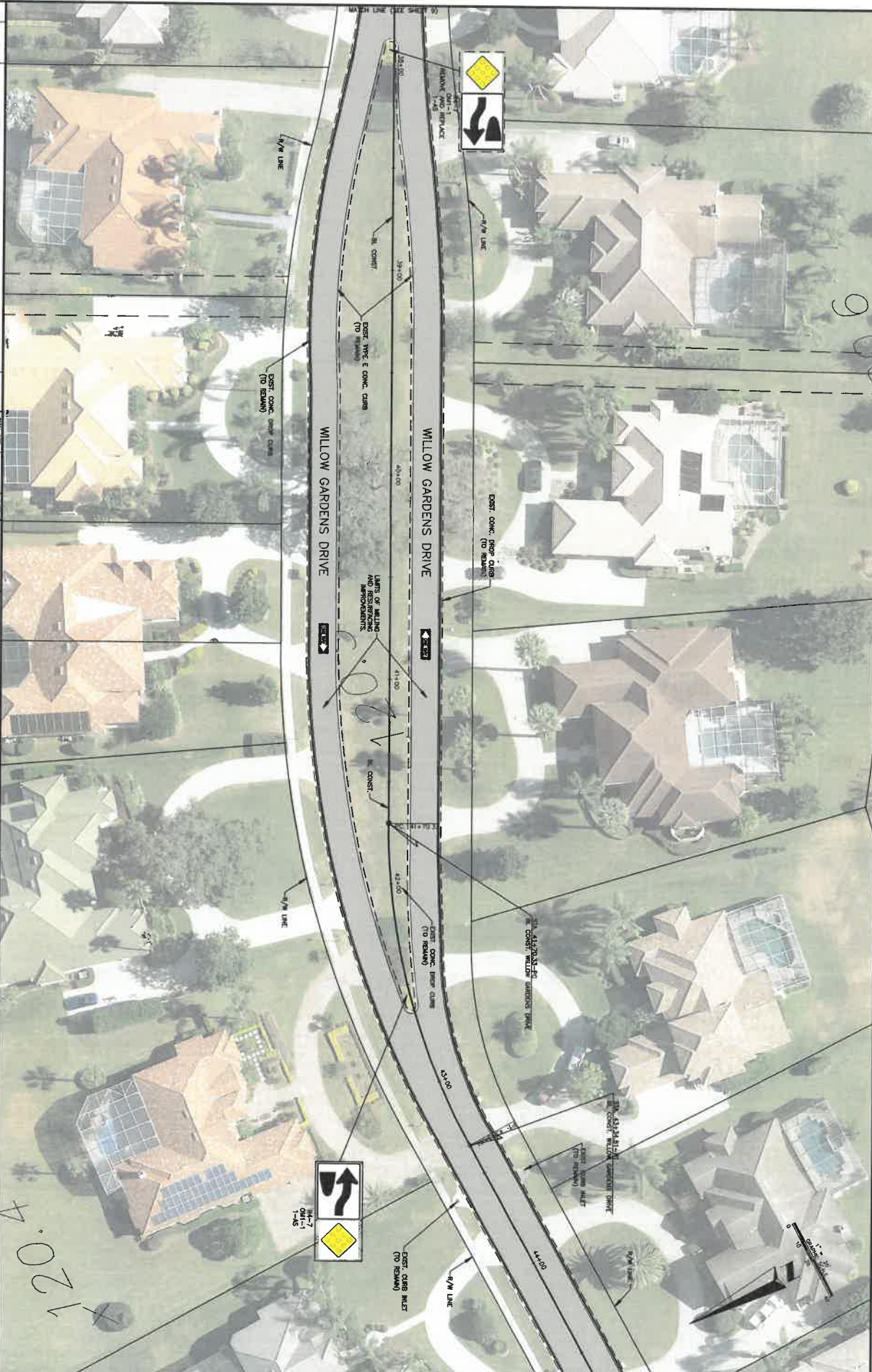
<b>MEGEI</b>	<b>MICHAEL CALURA</b>
ENGINEERING	CONSULTANTS, LLC
3222 Corrine Drive, Suite H	Orlando, Florida 32803
407/483-5883	407/483-5883
CERTIFICATE OF ADMINISTRATION NO. 200532	

	<b>TOWN OF WINDERMERE</b>
644 MAIN STREET, WINDERMERE, FLORIDA 34786	PUBLIC WORKS DEPARTMENT

DATE	SCALE	PROJECT NO.	SHEET NO.



DESIGNED BY	DATE	FIELD	PRO. SERVICE
CHECKED BY	DATE	DESIGNED BY	SCALE

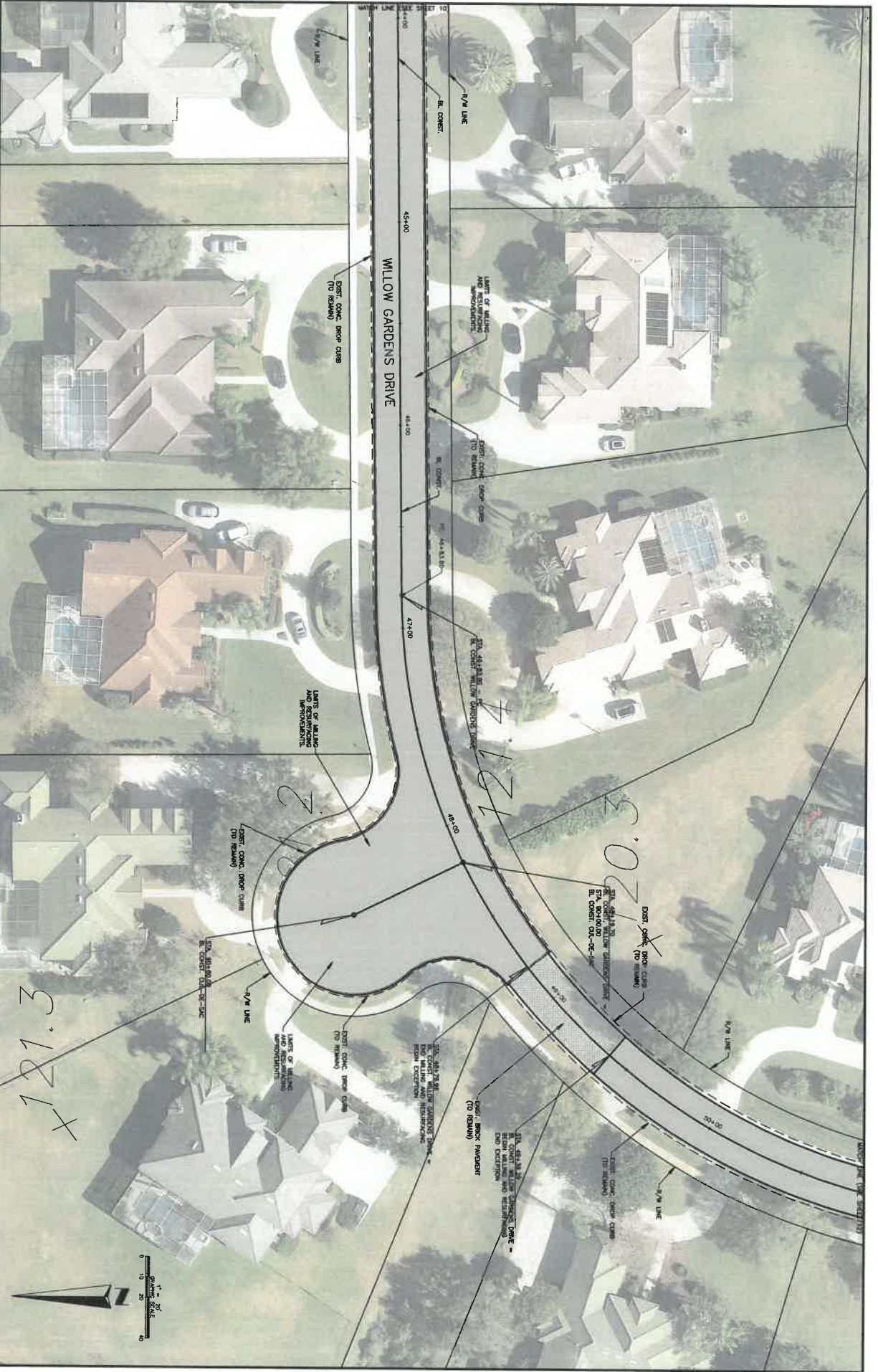
<b>MEGEI</b>	<b>MICHAEL CALURA</b>
ENGINEERING	CONSULTANTS, LLC
3222 Corrine Drive, Suite H	Orlando, Florida 32803
407/483-5883	407/483-5883
CERTIFICATE OF ADMINISTRATION NO. 200532	

	<b>TOWN OF WINDERMERE</b>
644 MAIN STREET, WINDERMERE, FLORIDA 34786	PUBLIC WORKS DEPARTMENT

DATE	SCALE	PROJECT NO.	SHEET NO.



REV.	DATE	DESCRIPTION	SCALE

CLIENT	DATE	PROJECT	SCALE
TOWN OF WINDERMERE	04/2013	WILLOW GARDENS DRIVE	1" = 20'
DESIGNED BY	DATE	PROJECT	SCALE
MICHAEL CALURA	04/2013	WILLOW GARDENS DRIVE	1" = 20'
CHECKED BY	DATE	PROJECT	SCALE
MICHAEL CALURA	04/2013	WILLOW GARDENS DRIVE	1" = 20'
OTHERS			

PROJECT	DATE	PROJECT	SCALE
WILLOW GARDENS DRIVE	04/2013	WILLOW GARDENS DRIVE	1" = 20'

PROJECT	DATE	PROJECT	SCALE
WILLOW GARDENS DRIVE	04/2013	WILLOW GARDENS DRIVE	1" = 20'

PROJECT	DATE	PROJECT	SCALE
WILLOW GARDENS DRIVE	04/2013	WILLOW GARDENS DRIVE	1" = 20'

PROJECT	DATE	PROJECT	SCALE
WILLOW GARDENS DRIVE	04/2013	WILLOW GARDENS DRIVE	1" = 20'

PROJECT	DATE	PROJECT	SCALE
WILLOW GARDENS DRIVE	04/2013	WILLOW GARDENS DRIVE	1" = 20'

PROJECT	DATE	PROJECT	SCALE
WILLOW GARDENS DRIVE	04/2013	WILLOW GARDENS DRIVE	1" = 20'

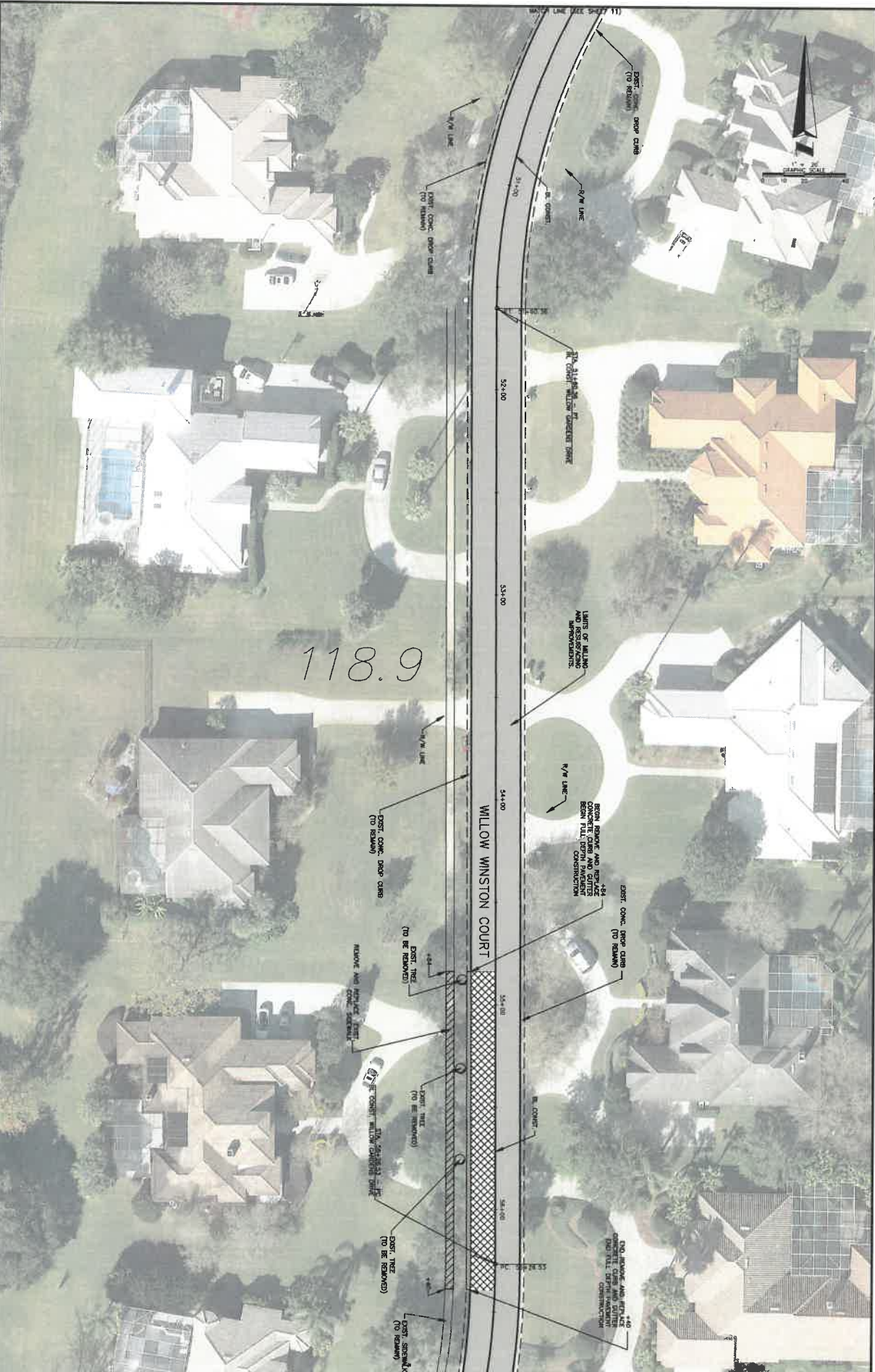
**MICHAEL CALURA**  
**ENGINEERING CONSULTANTS, LLC**  
 3222 Gordon Drive, Suite H  
 Oviedo, Florida 32803  
 COMPANY OF AUTHORIZATION NO. 28932  
 407/483-9833



**TOWN OF WINDERMERE**  
 PUBLIC WORKS DEPARTMENT  
 641 MAIN STREET WINDERMERE, FLORIDA 32786

**WILLOW GARDENS DRIVE**  
 PLAN  
 SHEET 11 OF 32

NO.	DATE	REVISIONS	DESIGNED BY	CHECKED BY	DATE	SCALE	SHEET

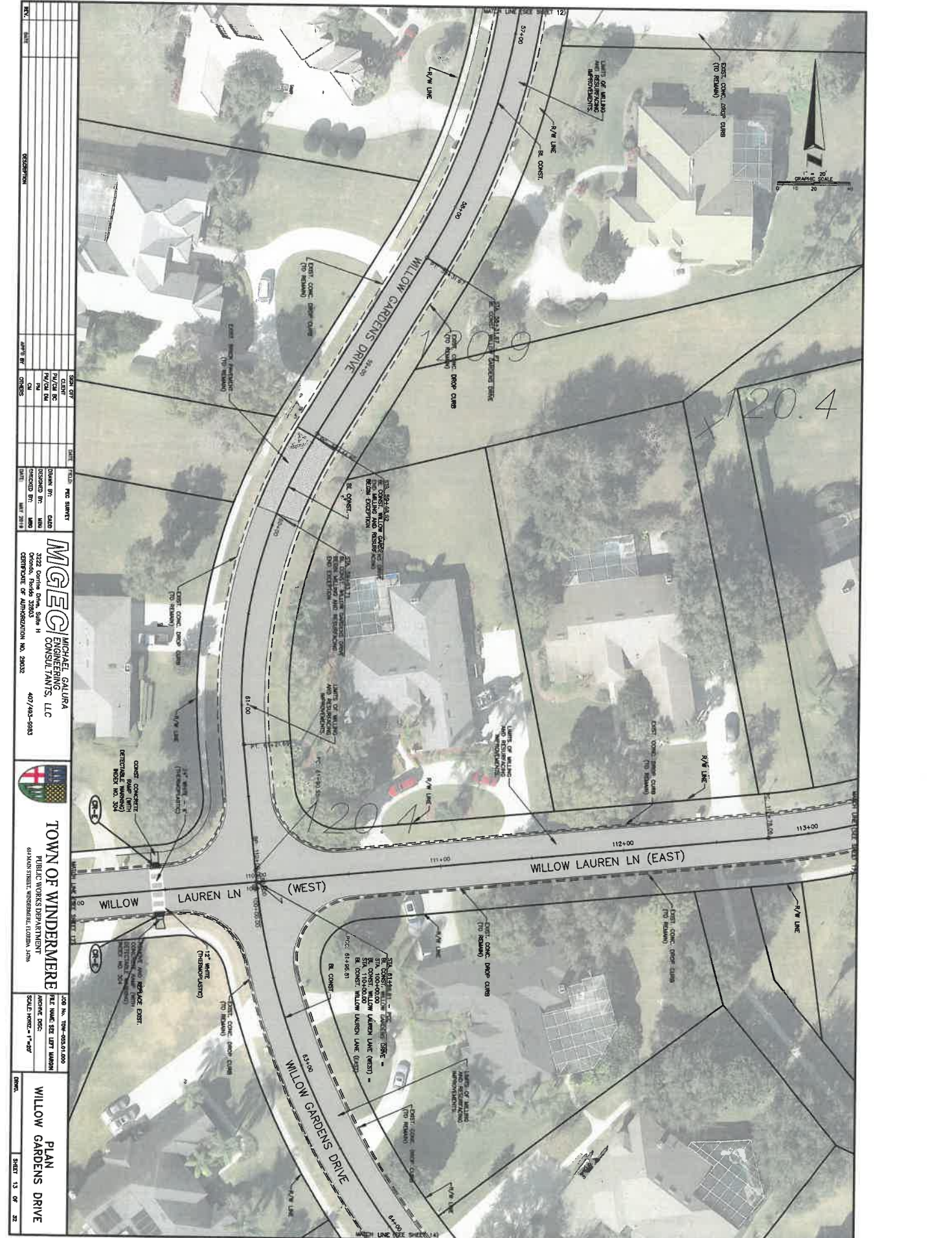


**MGEIC** MICHAEL GALURIA  
ENGINEERING CONSULTANTS, LLC  
3222 Corolla Drive, Suite H  
GERTTIEVILLE, NC 28032  
407/403-0833

**TOWN OF WINDERMERE**  
PUBLIC WORKS DEPARTMENT  
816 AVALON STREET, WINDERMERE, FLORIDA 33585

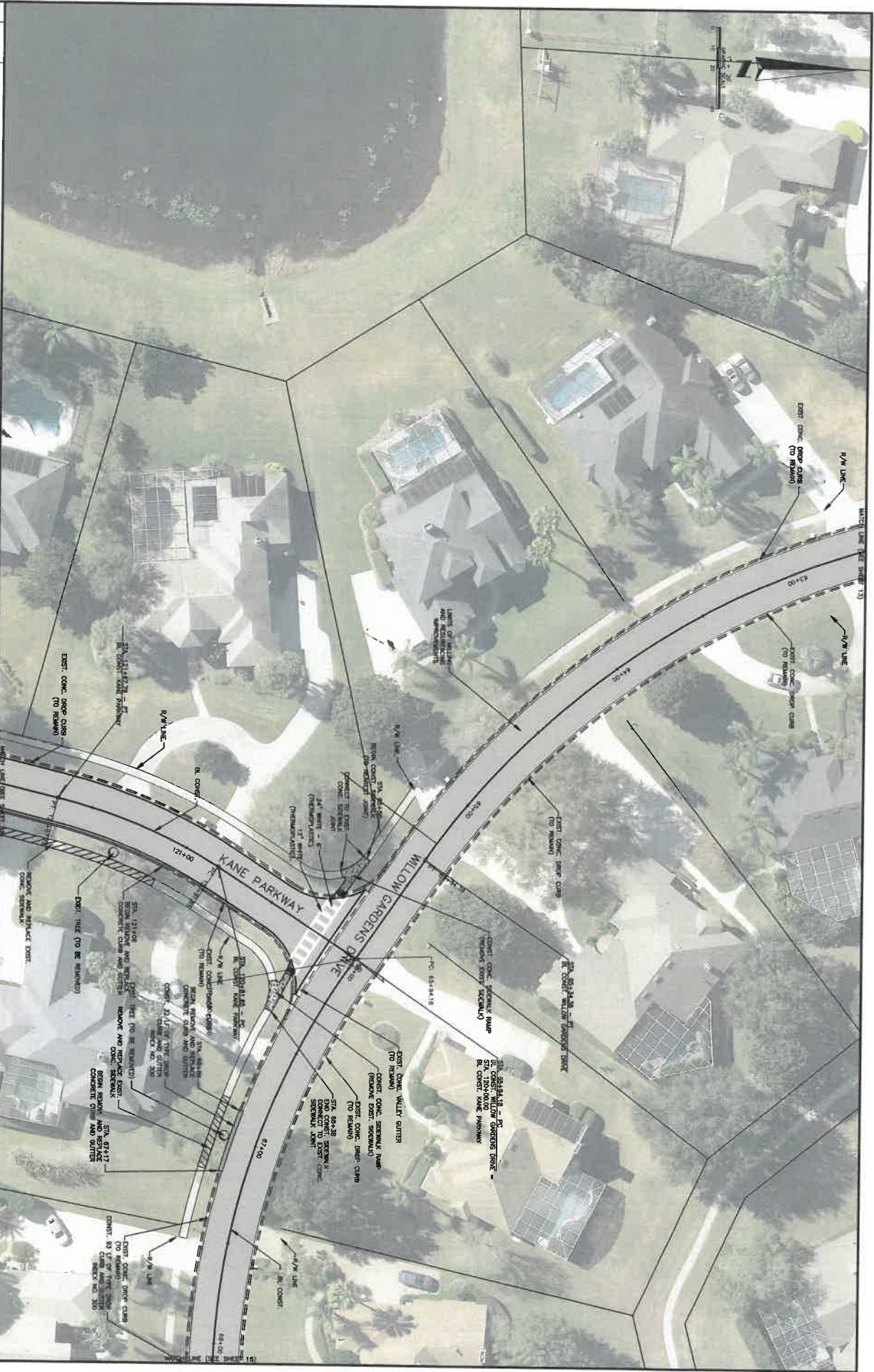
JOB No. TW-05047.000  
SHEET NO. 12 OF 23

**WILLOW GARDENS DRIVE**  
SHEET 12 OF 23



PROJECT NAME		SHEET NO.	
WILLOW GARDENS DRIVE	13	OF	22
SCALE: HORIZONTAL = 1" = 40'		SCALE: VERTICAL = 1" = 20'	
DATE: 02/28/2018		DRAWN BY: [Blank]	
DESIGNER: [Blank]		CHECKED BY: [Blank]	
APPROVED BY: [Blank]		DATE: [Blank]	
<p><b>MGC CONSULTANTS, LLC</b>          MICHAEL CALERA          3322 Gemini Drive, Suite H          Orlando, Florida 32803          CERTIFICATE OF AUTHORIZATION NO. 29532          407/983-9833</p>			
<p><b>TOWN OF WINDERMERE</b>          PUBLIC WORKS DEPARTMENT          64 MAIN STREET, WINDERMERE, FLORIDA, 34786</p>			





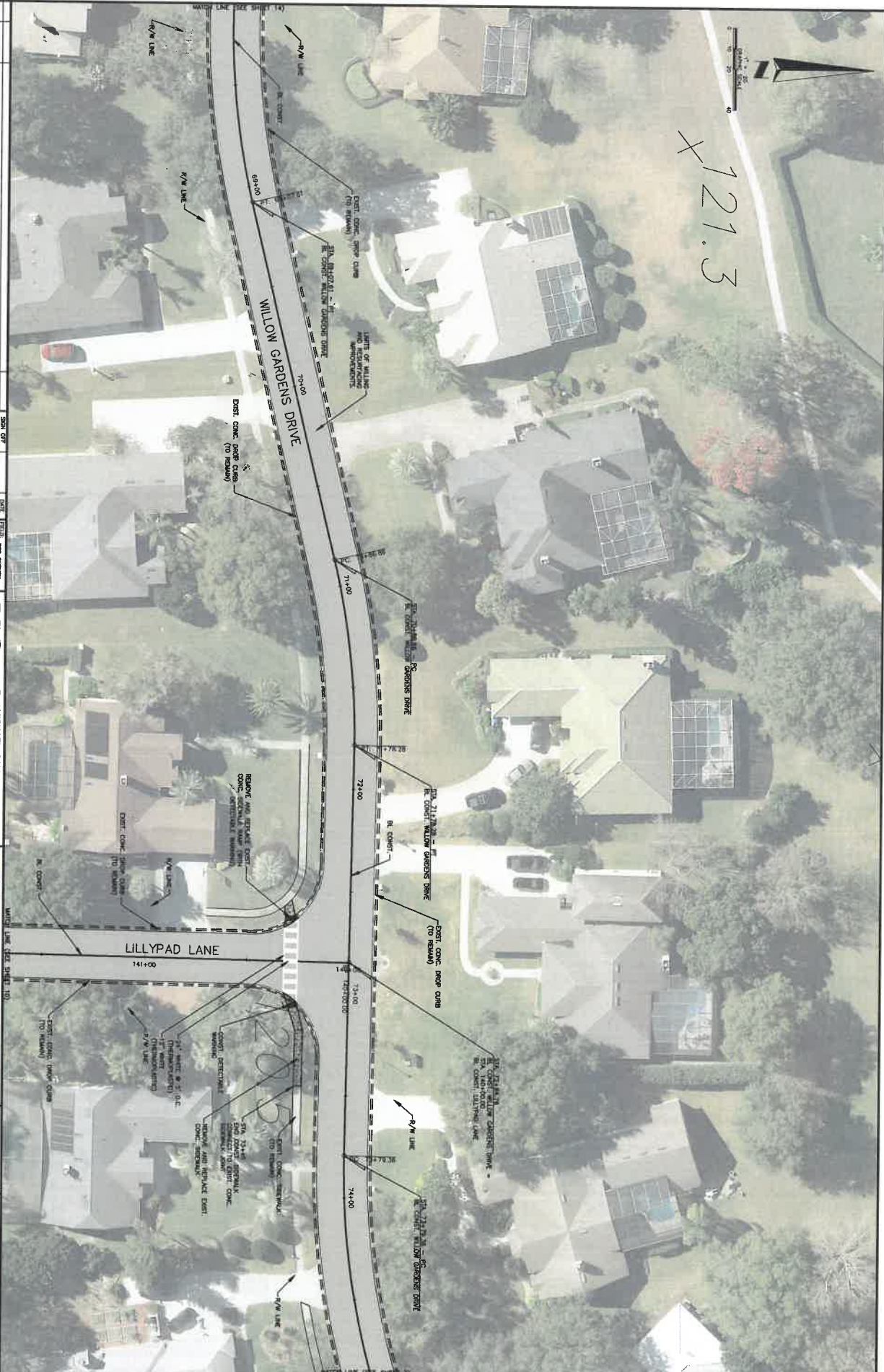
REV. DATE	DESCRIPTION	DRAWN BY	CHECKED BY	DATE	DATE	FILED	PER	SUBMIT
					DATE	FILED	PER	SUBMIT
					DATE	FILED	PER	SUBMIT
DATE	DESCRIPTION	DRAWN BY	CHECKED BY	DATE	DATE	FILED	PER	SUBMIT
DATE	DESCRIPTION	DRAWN BY	CHECKED BY	DATE	DATE	FILED	PER	SUBMIT
DATE	DESCRIPTION	DRAWN BY	CHECKED BY	DATE	DATE	FILED	PER	SUBMIT

**M/G/E/C** MICHAEL, CALERA & CONSULTANTS, LLC  
 3222 Georgia Drive, Suite H  
 Orlando, Florida 32803  
 CERTIFICATE OF AUTHORIZATION NO. 28032  
 407/483-9883

**TOWN OF WINDERMERE**  
 PUBLIC WORKS DEPARTMENT  
 4445 AVENUE STREET, WINDERMERE, FLORIDA 34786

**WILLOW GARDENS DRIVE**  
 PLAN  
 SHEET 14 OF 20

X 121.3



NO.	DATE	DESCRIPTION	BY	CHKD.

DATE	FIELD	NO.	DESCRIPTION

DATE	REV.	DESCRIPTION

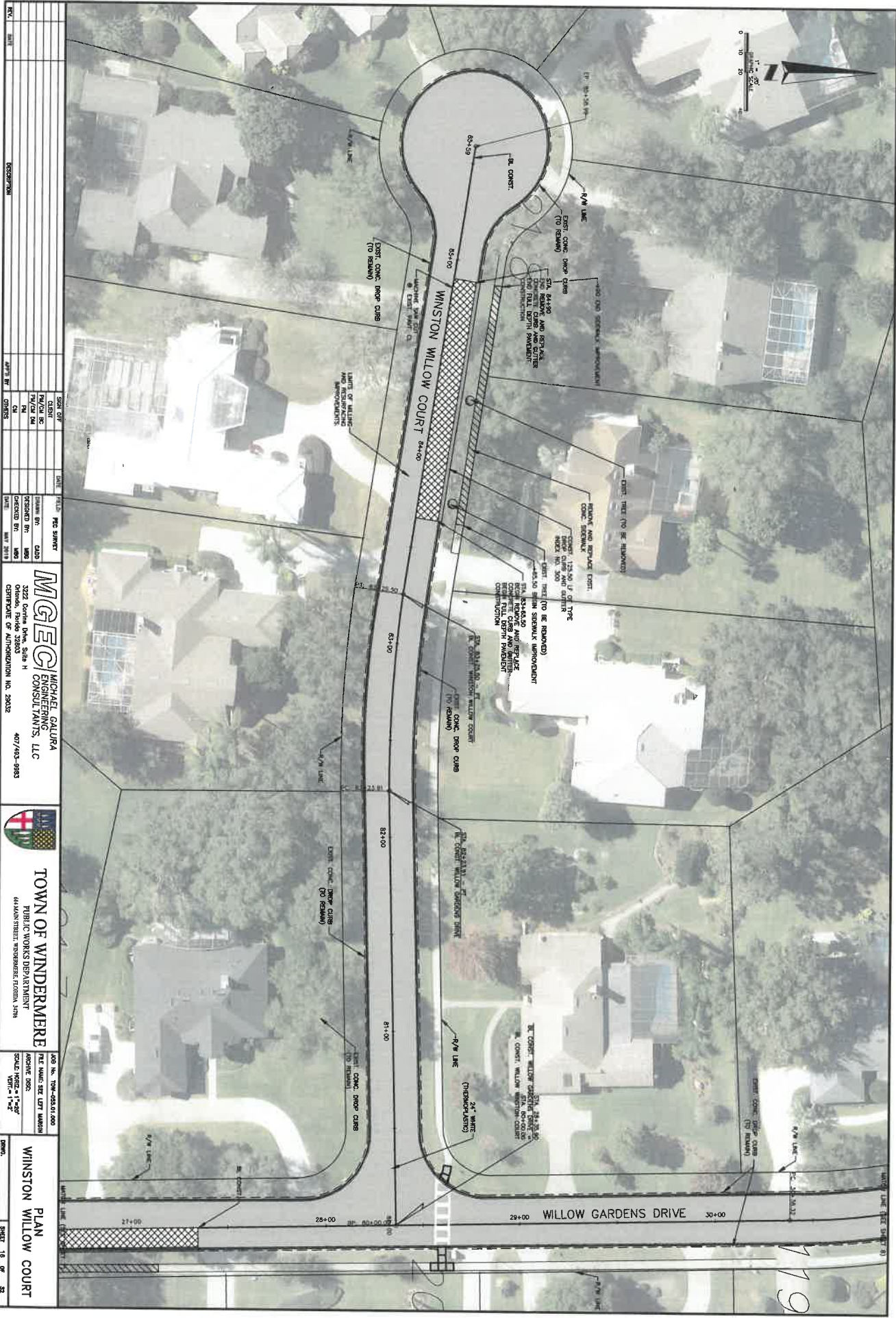
**MGECC** MICHAEL CALURA  
 ENGINEERING  
 CONSULTANTS, LLC  
 3332 Florida Drive, Suite H  
 Orlando, Florida 32803  
 CERTIFICATE OF AUTHORIZATION NO. 29023  
 407/783-8833

**TOWN OF WINDERMERE**  
 PUBLIC WORKS DEPARTMENT  
 64 PALM STREET, WINDERMERE, FLORIDA 34786

JOB NO. TWK-26324-000  
 FILE NAME: SEE LIST SHEETS  
 ANSCALE: AS SHOWN  
 SCALE: HORIZ. = 1"=80'  
 VERT. = 1"=40'  
**WILLOW GARDENS DRIVE**  
 PLAN  
 SHEET 15 OF 22



REV.	DATE	DESCRIPTION	DATE	BY	CHECKED BY	DATE	BY

CLIENT	DATE	PROJECT

DESIGNED BY	CHECKED BY	DATE

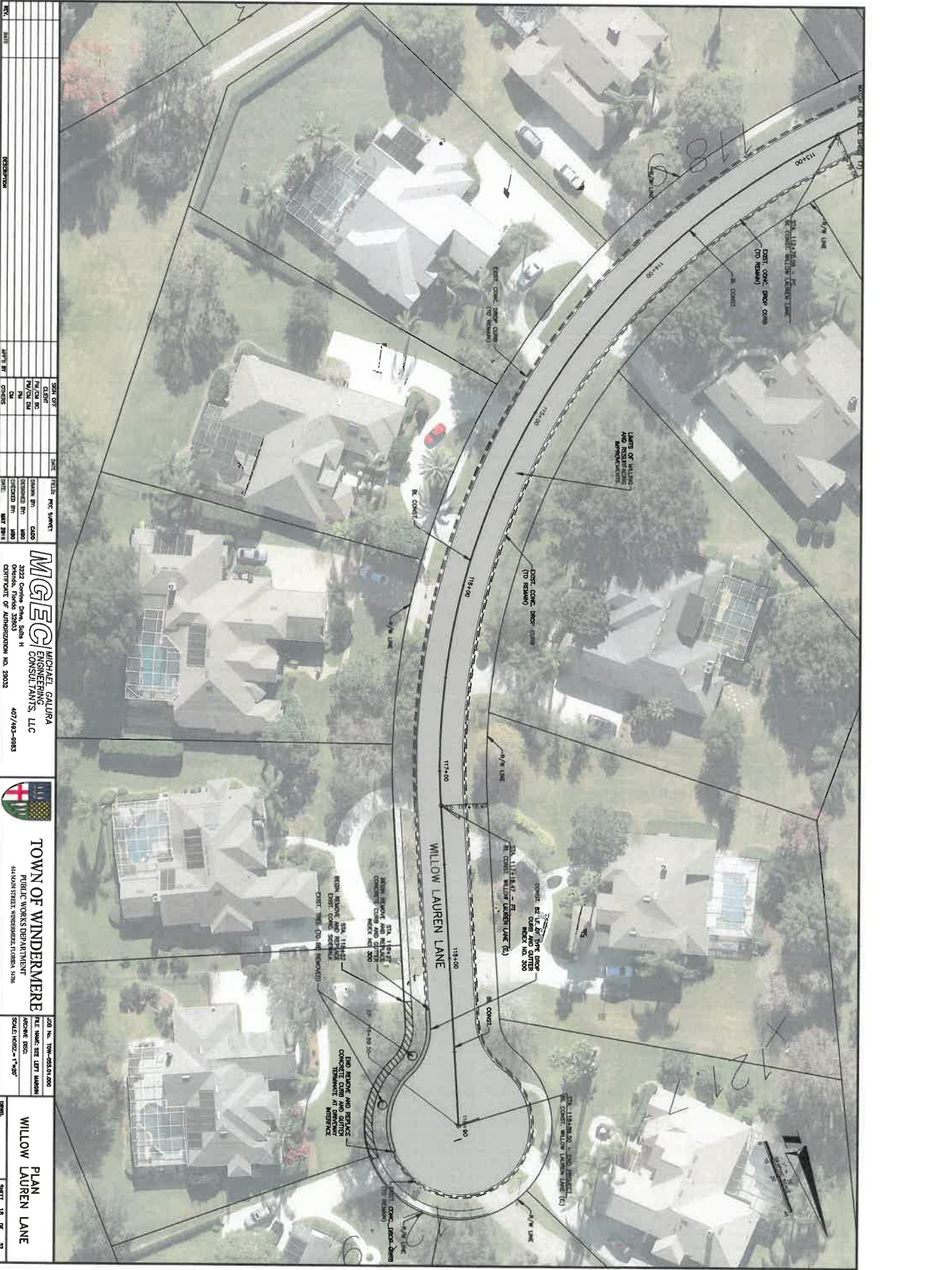
  

PROJECT	DATE

<b>MGEG</b> MICHAEL GALBRAITH ENGINEERING CONSULTANTS, LLC 3232 Gemini Drive, Suite H Orlando, Florida 32803 CERTIFICATE OF AUTHORIZATION NO. 28803 407/483-9883	<b>TOWN OF WINDERMERE</b> PUBLIC WORKS DEPARTMENT 44 ALAN STREET, WINDERMERE, FLORIDA 34786	JOB NO. 109-05513.000 FINAL SCALE: 1"=40' SCALE: 1"=40'	DWG. <b>WINSTON WILLOW COURT</b> SHEET 15 OF 23
---	---	---	---





JOB NO. TOWN-0519-000		DATE NAME SET LIST NUMBER	
PROJECT NAME: WILLOW LAUREN LANE		APPROVED BY: [Signature]	
SCALE: 1/8"=1'-0"		SHEET 18 OF 22	
DRAWN BY: [Signature]		CHECKED BY: [Signature]	
DATE: [Date]		DATE: [Date]	
<b>PROJECT INFORMATION</b> CLIENT: TOWN OF WINDERMERE PROJECT: WILLOW LAUREN LANE LOCATION: WINDERMERE, FLORIDA PROJECT NO.: TOWN-0519-000			
<b>DESIGNER INFORMATION</b> FIRM: MEGEC ENGINEERING CONSULTANTS, LLC ADDRESS: 3222 Central Expressway, Suite 101 CITY: WINDERMERE, FLORIDA 32092 PHONE: 407-943-0983 LICENSE: [Licenses listed]			
<b>TOWN OF WINDERMERE</b> PUBLIC WORKS DEPARTMENT 600 SOUTH STREET, WINDERMERE, FLORIDA 32092			

REV. DATE		DATE	BY	CHKD.	DESCR. OF REV.

DESIGNED BY	DATE	SCALE	NO. OF SHEETS

MGECC			
MICHAEL GALURIA ENGINEERING CONSULTANTS, LLC		407/945-9985	
2222 Corcoran Drive, Suite H			
COLUMBIA HEIGHTS, COLO. 80101			
CERTIFICATE OF ADMINISTRATION NO. 29032			

TOWN OF WINDERMERE	
PUBLIC WORKS DEPARTMENT	
614008 STREET, WINDERMERE, FLORIDA 33898	

JOB NO.	TOWN-08261100
DATE WORKS SET LET	MAY 2010
SCALE	AS SHOWN

KANE PARKWAY PLAN	
SHEET 19 OF 21	



NO.	DATE	DESCRIPTION	BY	CHECKED	DATE	SCALE	PROJECT NO.	SHEET NO.	TOTAL SHEETS

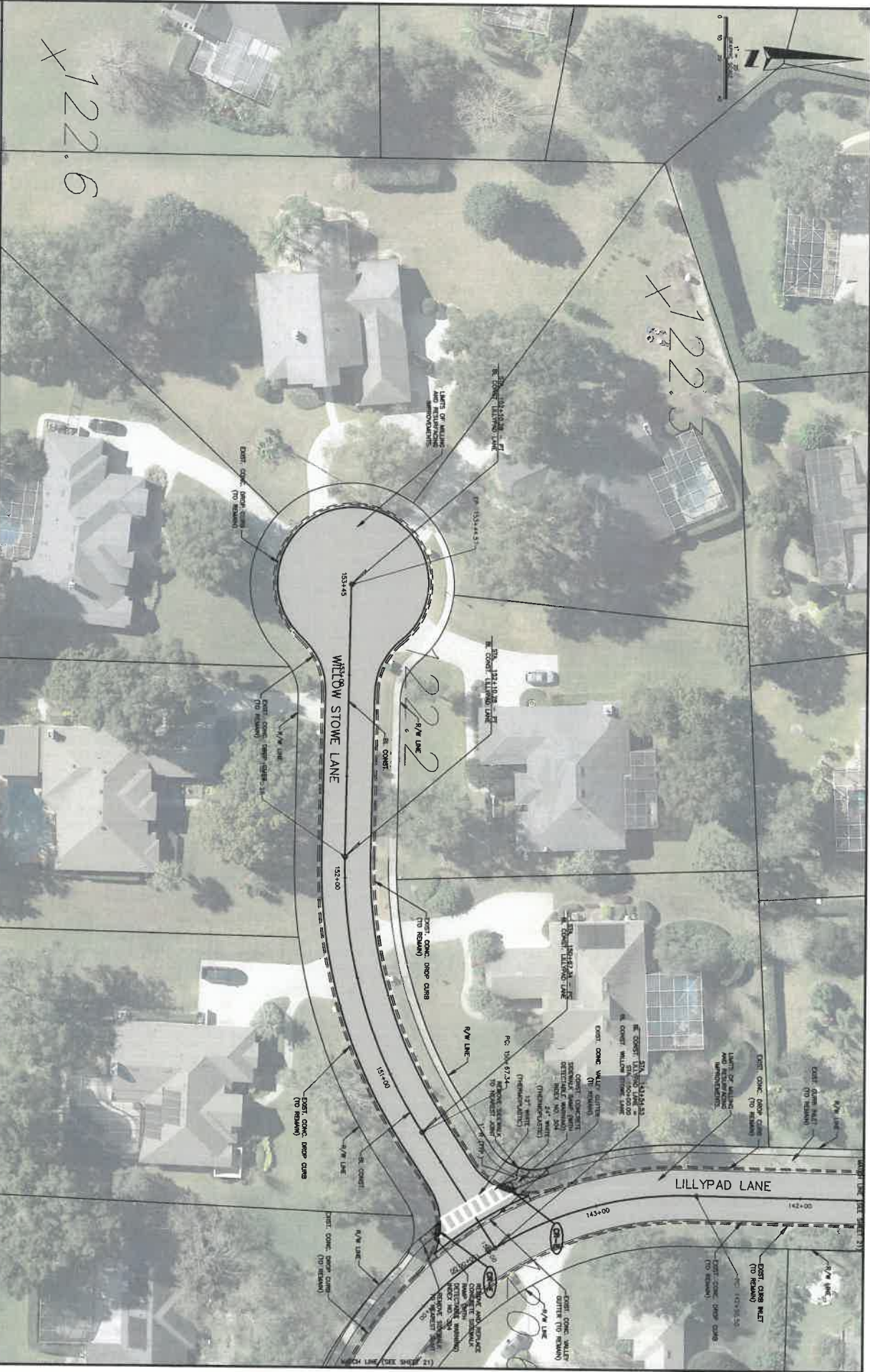
DESIGNER	DATE	CHECKED BY	DATE

SCALE	PROJECT NO.

DATE	SCALE

PROJECT NO.	SHEET NO.	TOTAL SHEETS

PROJECT NO.	SHEET NO.	TOTAL SHEETS



122.6

122.3

122.2

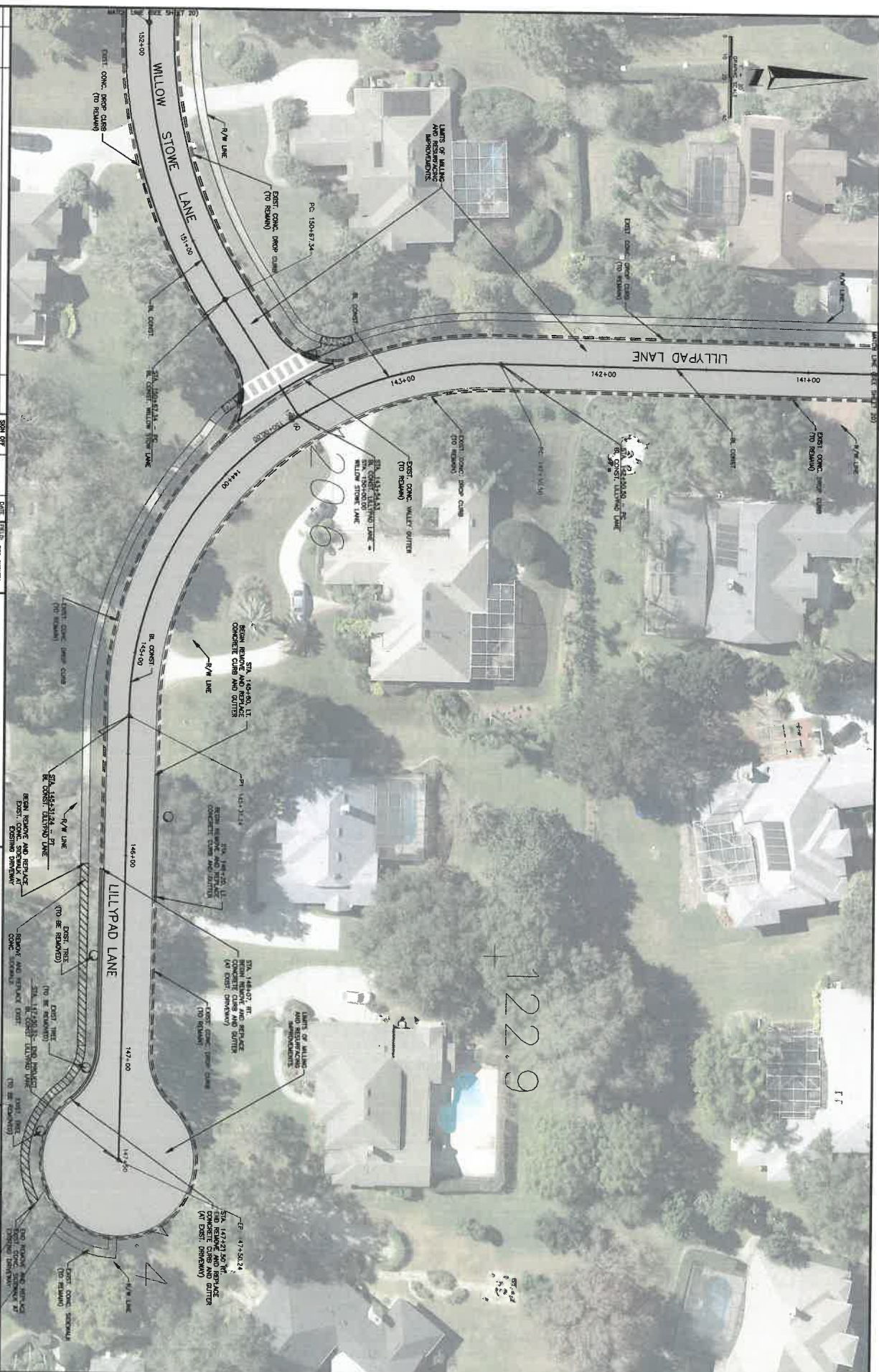
**MGECCI**  
MICHAEL GALLURA  
ENGINEERING  
CONSULTANTS, LLC  
3222 Korte Drive, Suite H  
Orlando, Florida 32825  
CONTRACT NO. 17-00000000000000000000  
407/483-8883

**TOWN OF WINDERMERE**  
PUBLIC WORKS DEPARTMENT  
6440 N. STREET, WINDERMERE, FLORIDA 34786

DATE: 12/18/2024  
SCALE: AS SHOWN

**WILLOW STOWE LANE**  
PLAN

SHEET 20 OF 22



NO.	DATE	DESCRIPTION	BY	CHKD	DATE	SCALE		JOB NO.		PROJECT		SHEET	
						HORIZ.	VERT.	NO.	DESCRIPTION	NO.	DESCRIPTION	OF	TOTAL
1	08/11/11	CONCRETE CURB AND GUTTERS	MM	MM	08/11/11	AS SHOWN	AS SHOWN	122.9	LILYPAD LANE	122.9	TOWN OF WINDERMERE	21	OF 22

DATE	FILED	PER	SIGNATURE
08/11/11	MM	MM	MM
08/11/11	MM	MM	MM
08/11/11	MM	MM	MM

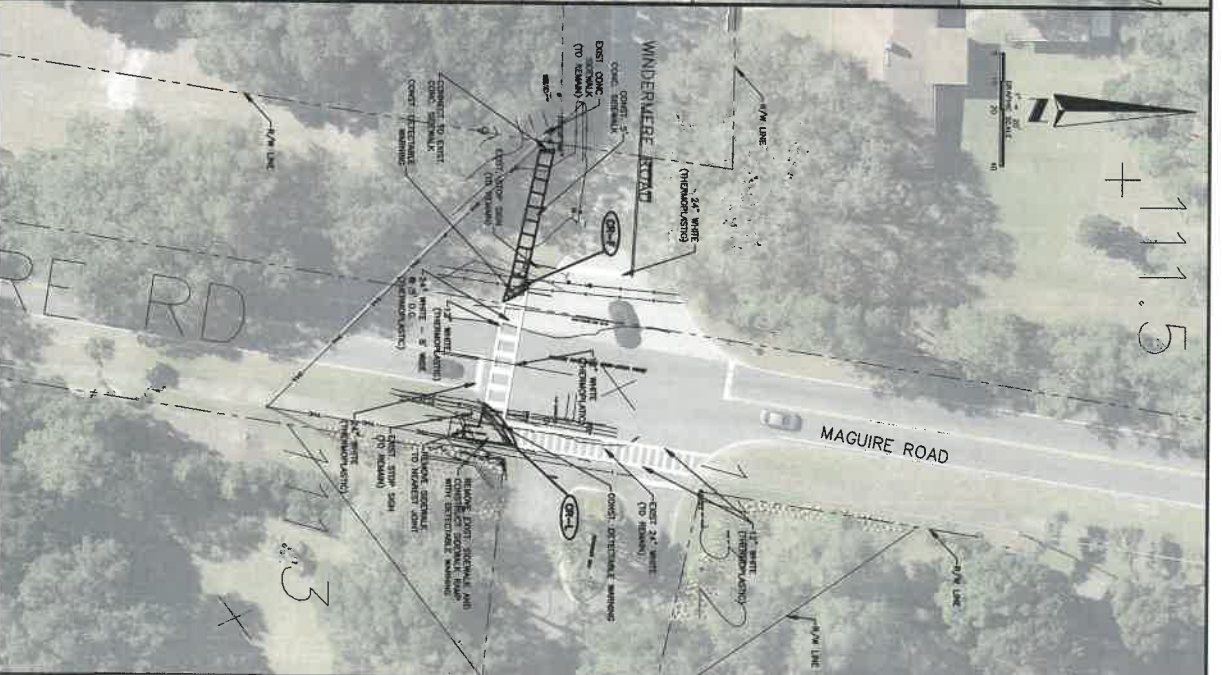
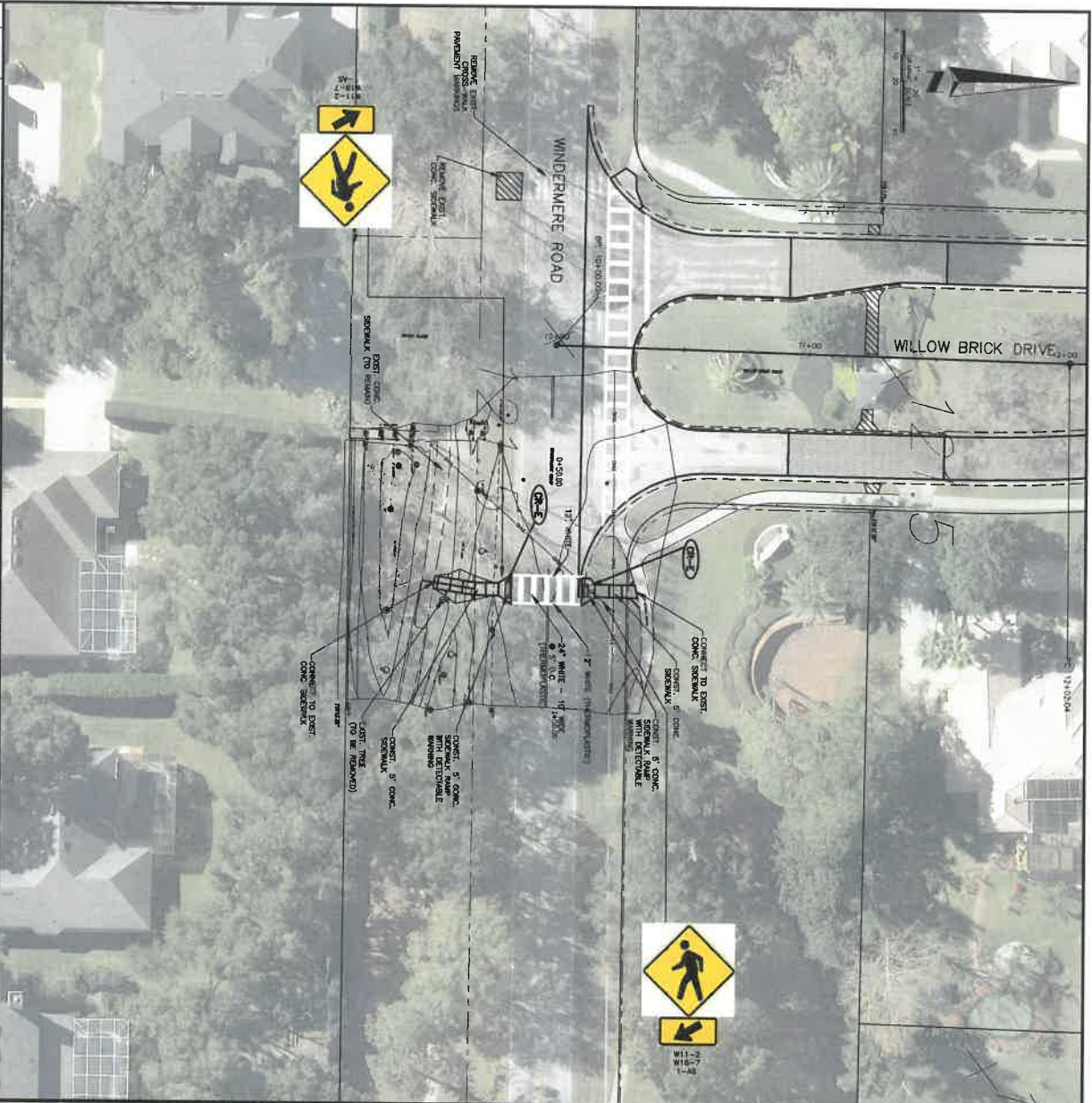
  

<b>M/GE/C</b> MICHAEL GALLINA ENGINEER CONSULTANTS, LLC 3222 Cortina Drive, Suite H Orlando, Florida 32803 CERTIFICATE OF AUTHORIZATION NO. 29002 407/493-9883		<b>TOWN OF WINDERMERE</b> PUBLIC WORKS DEPARTMENT 484 MAIN STREET, WINDERMERE, FLORIDA 33586	JOB NO. TOWN-082.01.000 FILE NAME: SEE LIST ABOVE ARCHIVE NO: [ ] SCALE: HORIZ. = 1"=40'	<b>LILYPAD LANE</b> PLAN SHEET 21 OF 22
---	--	--	---	---



REV.	DATE	DESCRIPTION	SCALE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE

DATE	SCALE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE



WILLOW BRICK DRIVE

WINDERMERE ROAD

WINDERMERE ROAD

MAGUIRE ROAD

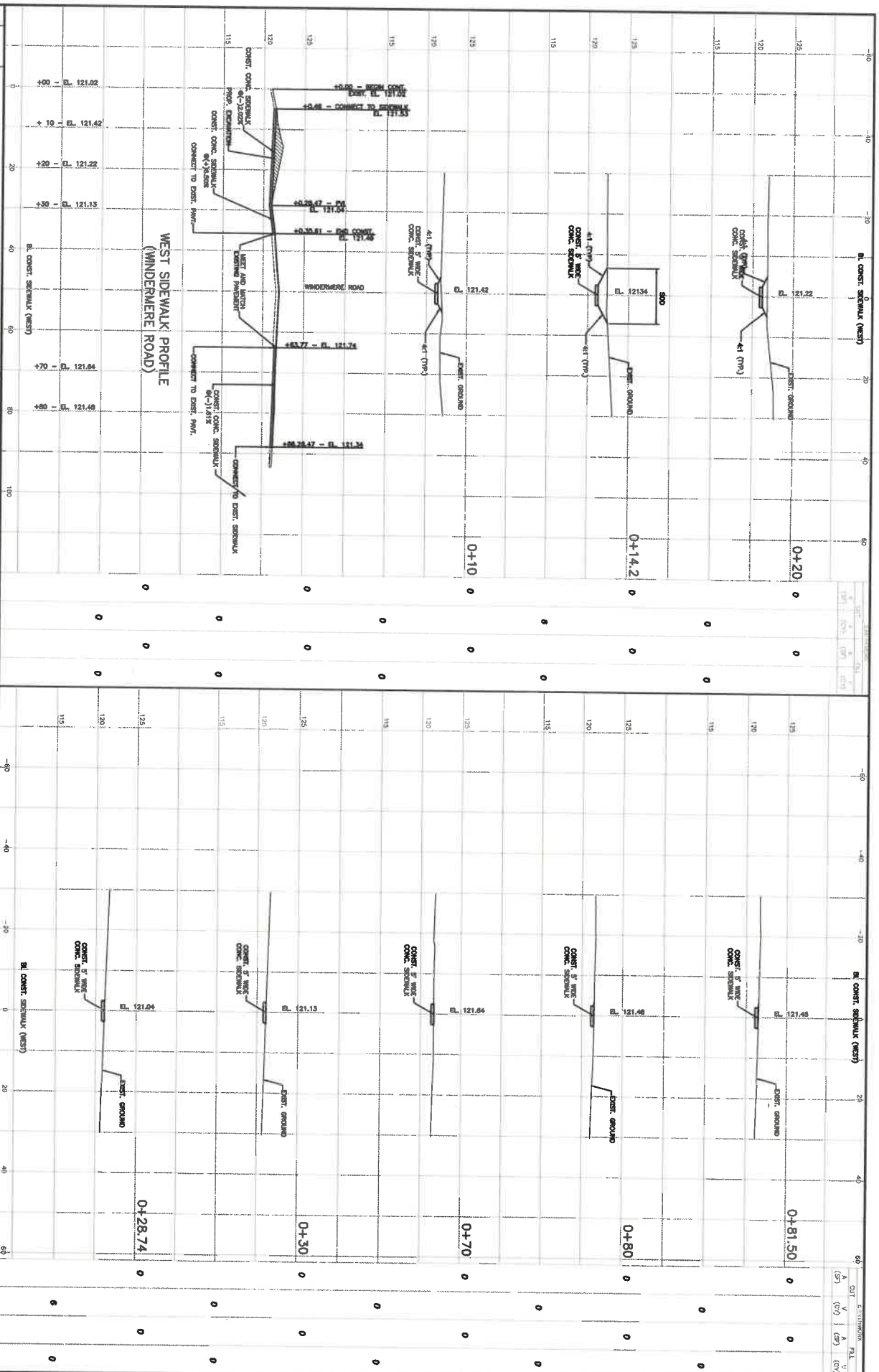
**MCEC** MICHAEL GALBRA  
ENGINEERING  
CONSULTANTS, LLC  
3222 Gerda Drive, Suite 11  
CENTRO OF AUTOMATION NO. 28032  
407/483-8883



**TOWN OF WINDERMERE**  
PUBLIC WORKS DEPARTMENT  
64 NASHVILLE WINDERMERE, FLORIDA 3276

DATE: 10/20/2010  
SCALE: 1" = 100'  
DATE: 10/20/2010

**SIDEWALK PLAN**  
WINDERMERE ROAD



<p><b>PROJECT INFORMATION</b></p> <p>PROJECT NO. TOW-2024-01-000</p> <p>DATE: MAY 2024</p>	<p><b>CLIENT</b></p> <p>TOWN OF WINDERMERE</p> <p>614 MAIN STREET, WINDERMERE, FLORIDA 33494</p>	<p><b>DESIGNER</b></p> <p>MGECC CONSULTANTS, LLC</p> <p>3222 Center Drive, Suite H Orlando, Florida 32833</p> <p>CERTIFICATE OF AUTHORIZATION NO. 28032</p> <p>407/483-8983</p>	<p><b>PROFESSOR OF RECORD</b></p> <p>LETTI MARSH</p> <p>SCALE: AS NOTED</p>
--	--	---	---

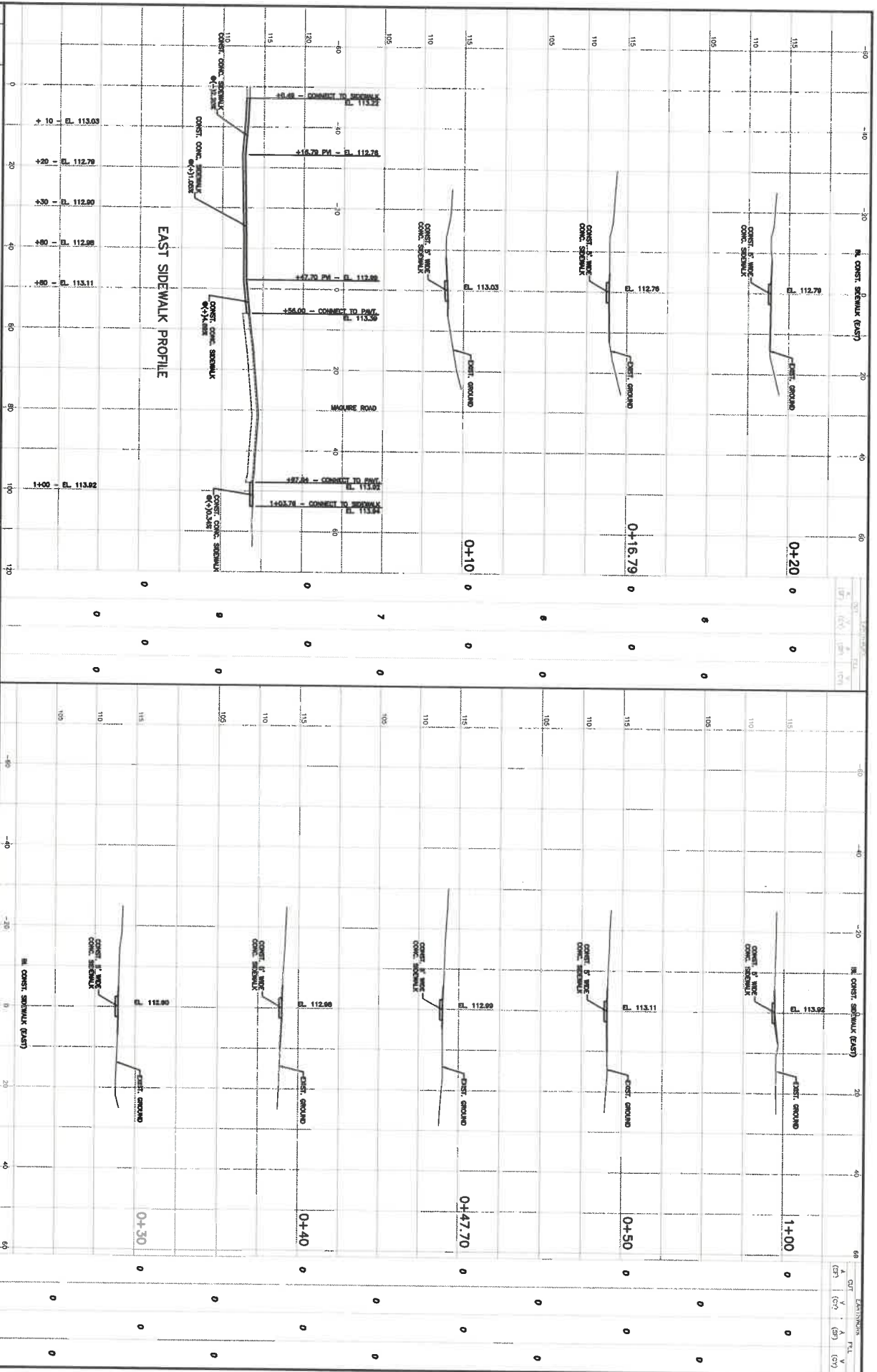
**PROFILE AND CROSS SECTIONS WEST SIDEWALK**

DATE: 5/21/2024

SCALE: 1" = 10'

PROJECT: TOW-2024-01-000

SHEET: 23 OF 33



DATE	DESCRIPTION	APP'D BY	DATE

DESIGNED BY	CHECKED BY	DATE

SCALE	DATE

**PROJECT INFORMATION**

PROJECT: EAST SIDEWALK

DATE: MAR 2013

SCALE: AS SHOWN

DATE: MAR 2013

**MGE ENGINEERING CONSULTANTS, LLC**

3222 Corrine Drive, Suite H  
Orlando, Florida 32803  
CONFIDENTIAL OR ADMINISTRATION NO. 39032 407/463-9833

**TOWN OF WINDERMERE**

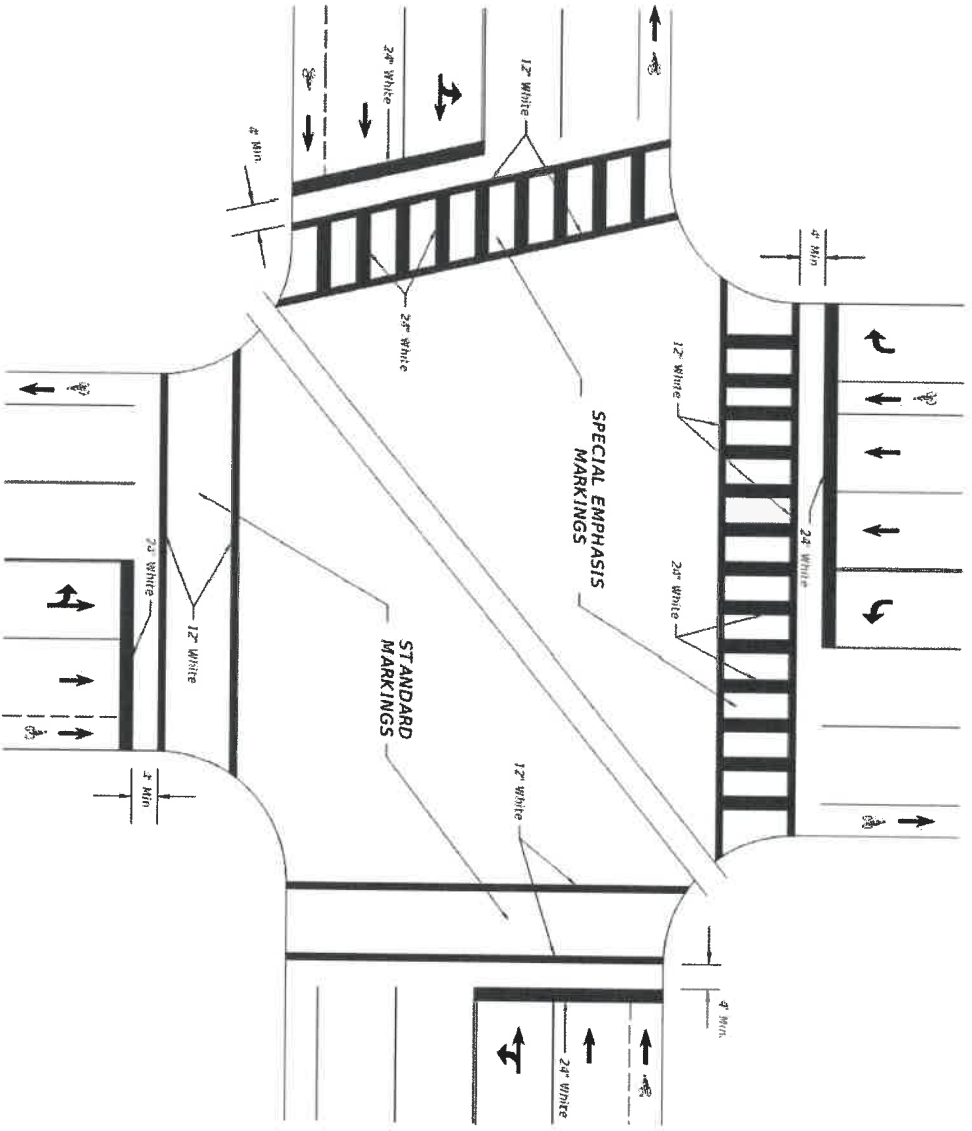
PUBLIC WORKS DEPARTMENT  
6940 ANSEL DRIVE, WINDERMERE, FLORIDA 34986

**PROFILE AND CROSS-SECTIONS EAST SIDEWALK**

DATE: MAR 2013

SCALE: AS SHOWN

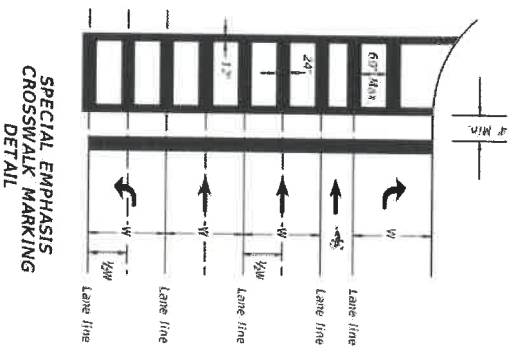
DATE: MAR 2013



**SPECIAL EMPHASIS AND STANDARD CROSSWALKS  
SIGNALIZED OR STOP SIGN CONTROLLED INTERSECTION**

**GENERAL NOTES**

1. For traffic and pedestrian signal installation, refer to Index No. 17721 through 17890.
  2. For public sidewalk curb ramps, refer to Index No. 304.
  3. For pavement marking and sign installation, refer to Indexes 11280 through 17356.
  4. Crosswalk minimum width: Intersection Crosswalk 6'; Midblock Crosswalk 10'.
  5. All crosswalk marking must be white.
  6. Longitudinal markings in Special Emphasis Crosswalk must be 24" wide and spaced to avoid the wheel path of vehicles (see detail). Center the longitudinal markings and place additional longitudinal markings at the corner of each lane (1/2WB). The maximum spacing allowed between longitudinal markings is 60".
- When the Crosswalk is skewed to the lane lines, the longitudinal markings should be parallel to the lane lines.
- 24" Longitudinal Bars in Special Emphasis Crosswalk must be preformed thermoplastic.
- 12" Transverse lines in the Special Emphasis Crosswalk may be standard thermoplastic or preformed thermoplastic.



DATE	BY	DESCRIPTION	ISSUED BY	DATE	FIELD	REG. NUMBER	DATE
			CLIENT	PROJECT	DATE	ISSUED BY	DATE
DATE	BY	DESCRIPTION	ISSUED BY	DATE	FIELD	REG. NUMBER	DATE
DATE	BY	DESCRIPTION	ISSUED BY	DATE	FIELD	REG. NUMBER	DATE

**MCGEE** MICHAEL GALLURA  
ENGINEERS  
CONSULTANTS, LLC  
3222 Century Drive, Suite 14  
Orlando, Florida 32835  
CERTIFICATE OF AUTHORIZATION NO. 28032  
407/483-8983



**TOWN OF WINDERMERE**  
PUBLIC WORKS DEPARTMENT  
944 MAIN STREET, WINDERMERE, FLORIDA 33596

JOB No. TW-088-01-000  
FILE NAME: SEE LEFT MARGIN  
PROJECT CODE:  
SCALE:

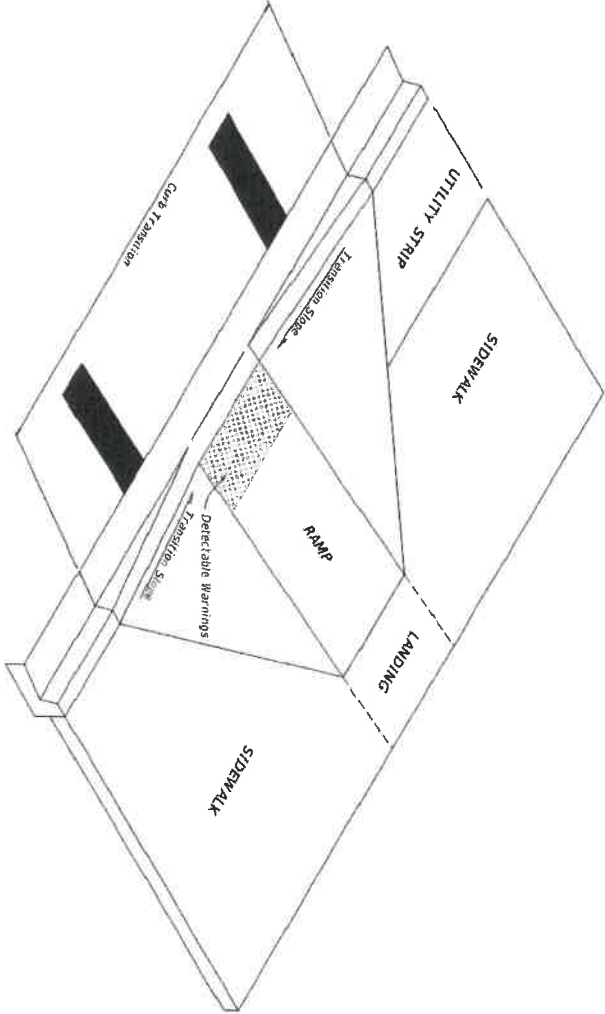
**PAVEMENT MARKING  
DETAILS**

SHEET 20 OF 22

**GENERAL NOTES**

1. Cross Slopes and Grades:
  - A. Sidewalk, ramp, and landing slopes (i.e. 0.02, 0.05, and 1:12) shown in this index are maximums. Steeper slopes are not permitted unless otherwise detailed in the plans.
  - B. Landings must have slopes less than or equal to 0.02 in any direction.
  - C. Install ramp slopes along a single linear plane (i.e. no warps or varying slopes).
2. Grade Breaks:
 

Grade breaks at the top and bottom of ramps must be parallel to each other and perpendicular to the direction of the ramp slope.
3. Existing Curb, Curb and Gutter and/or Sidewalk:
  - A. Remove any existing curb or curb and gutter to the nearest joint beyond the curb from the ramp. If the curb and gutter is less than 5 feet long, the curb and gutter is to be removed. If the curb and gutter is less than 5 feet long, the curb and gutter is to be removed. If the curb and gutter is less than 5 feet long, the curb and gutter is to be removed.
  - B. Refer to Index 310 for Concrete Sidewalk details.
4. Curb Ramp Alpha-Identification:
  - A. Sidewalk curb ramp alpha-identifications (e.g. CR-A) are provided for reference purposes in the Plans.
  - B. Alpha-identifications CR-I and CR-J are intentionally omitted.
5. Detectable Warnings:
  - A. Install detectable warnings in accordance with Specification Section 527.
  - B. Place detectable warnings across the full width of the ramp or landing, to a depth of 2 feet measured perpendicular to the curb line and no greater than 5 feet from the back of the curb or edge of pavement.
  - C. If detectable warnings are shown in the Plans on slopes greater than 3%, align the truncated domes with the centerline of the ramp; otherwise, the truncated domes are not required to be aligned.
6. Detectable Warnings - Acceptance Criteria:
  - A. Color and texture shall be complete and uniform.
  - B. 90% of individual truncated domes shall be in accordance with the Americans with Disabilities Act Standards for Transportation Facilities, Section 705.
  - C. There shall be no more than 4 non-compliant domes in any one square foot.
  - D. Non-compliant domes shall not be adjacent to other non-compliant domes.
  - E. Surfaces shall not deviate more than 0.10" from a true plane.



==== CURB RAMP NOMENCLATURE ====

LAST REVISION	DESCRIPTION
11/01/16	

**FDOT**  
DESIGN STANDARDS

**DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS**

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SHEET NO.	1 of 8

DATE	APPROVED BY	DATE	APPROVED BY	DATE	APPROVED BY
DESCRIPTION	SCALE	DATE	APPROVED BY	DATE	APPROVED BY

FY 2017-18  
DESIGN STANDARDS

**MGE**  
MICHAEL CALURA  
ENGINEERING  
CONSULTANTS, LLC  
3222 Central Dwy., Suite H  
Orlando, Florida 32803  
CERTIFICATE OF AUTHORIZATION NO. 28032  
407/483-9933



**TOWN OF WINDERMERE**  
PUBLIC WORKS DEPARTMENT  
614 MAIN STREET WINDERMERE, FLORIDA 3176

JOB NO.	7794-006.01.000
FILE NAME	DET LEFT RAMPS
SCALE	

DETECTABLE WARNINGS  
AND SIDEWALK CURB RAMPS

SHEET	29	OF	32
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LAST REVISION	DESCRIPTION
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DESIGN STANDARDS

FDOT  
 FY 2017-18  
 DESIGN STANDARDS

DETECTABLE WARNINGS AND SIDEWALK CURB RAMP

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REV.	DATE	DESCRIPTION	BY	CHECKED	DATE

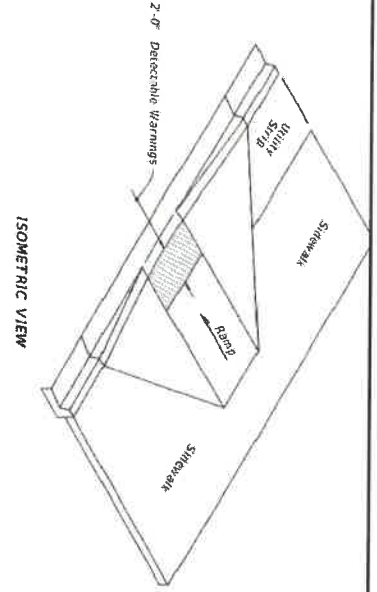
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DESIGNER	MEGEC
CHECKER	
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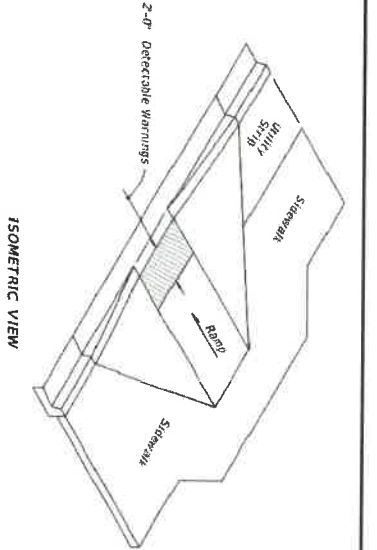
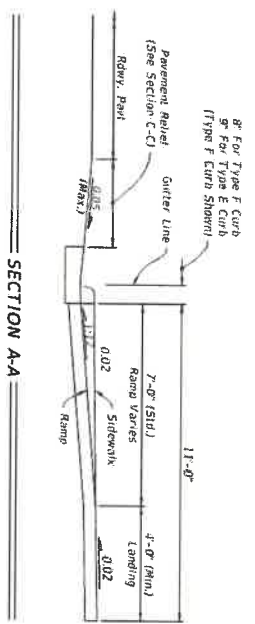
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DESIGNER	MEGEC
CHECKER	
DATE	



CR-A



CR-B

SIDEWALK CURB RAMP CR-A AND CR-B

MEGEC ENGINEERING CONSULTANTS, LLC  
 3322 Central Exp., Suite H  
 Orlando, Florida 32803  
 407/481-9933

TOWN OF WINDERMERE  
 PUBLIC WORKS DEPARTMENT  
 614 WINDY STREET WINDERMERE, FLORIDA 33466

DATE: 11/01/16  
 SCALE: AS SHOWN

DETECTABLE WARNINGS AND SIDEWALK CURB RAMP

LAST REVISION	DESCRIPTION
11/01/16	

FDOT DESIGN STANDARDS

FY 2017-18

DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS

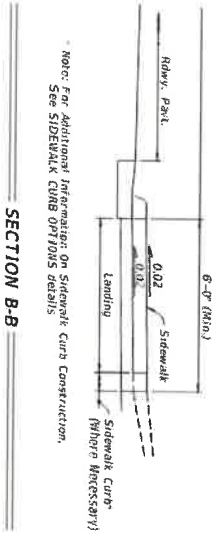
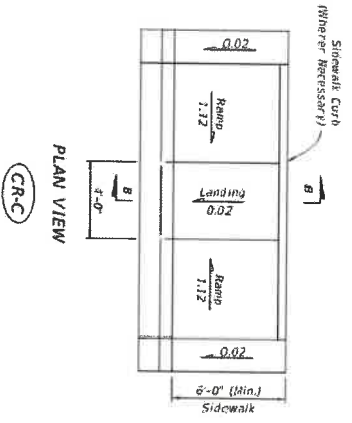
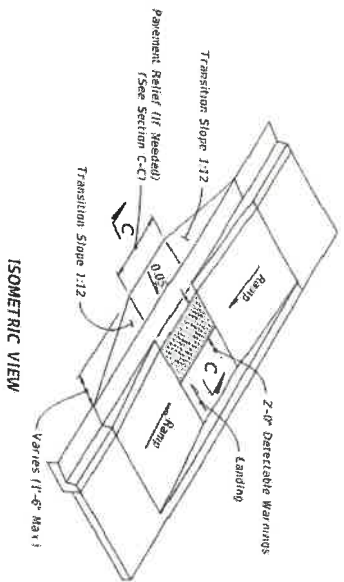
INDEX NO. 304 SHEET NO. 3 OF 8

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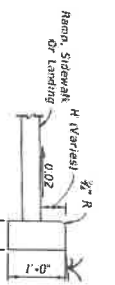
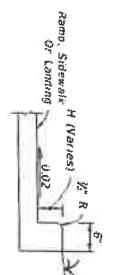
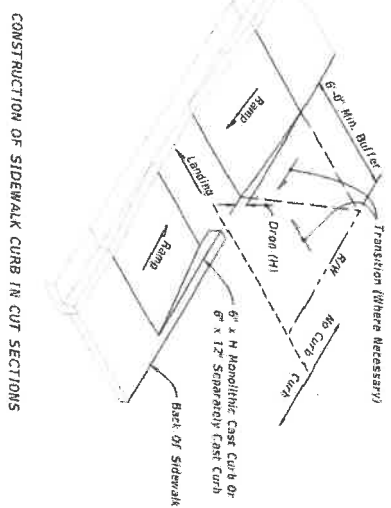
**MCEG** MICHAEL GAURA ENGINEERING CONSULTANTS, LLC  
 3222 Centre Drive, Suite H  
 Orlando, Florida 32803  
 407/483-9983  
 CERTIFICATE OF AUTHORIZATION NO. 28032

**TOWN OF WINDERMERE**  
 PUBLIC WORKS DEPARTMENT  
 614 MAIN STREET WINDERMERE, FLORIDA 33464

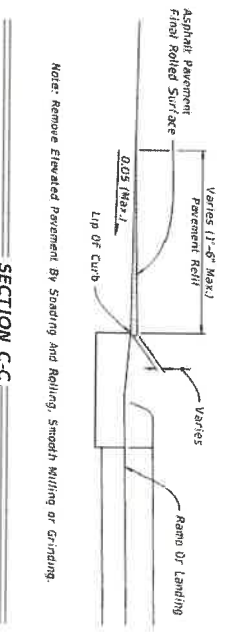
DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS



Note: For Additional Information on Sidewalk Curb Construction, See SIDEWALK CURB DETAILS



SIDEWALK CURB OPTIONS



Note: Remove Elevated Pavement by Sawing and Notching, Smooth Milling or Grinding.

SECTION C-C

SIDEWALK CURB RAMPS CR-C AND SIDEWALK CURB

LAST REVISION	DESCRIPTION
11/01/16	

DESCRIPTION:

FDOT  
 DESIGN STANDARDS  
 FY 2017-18

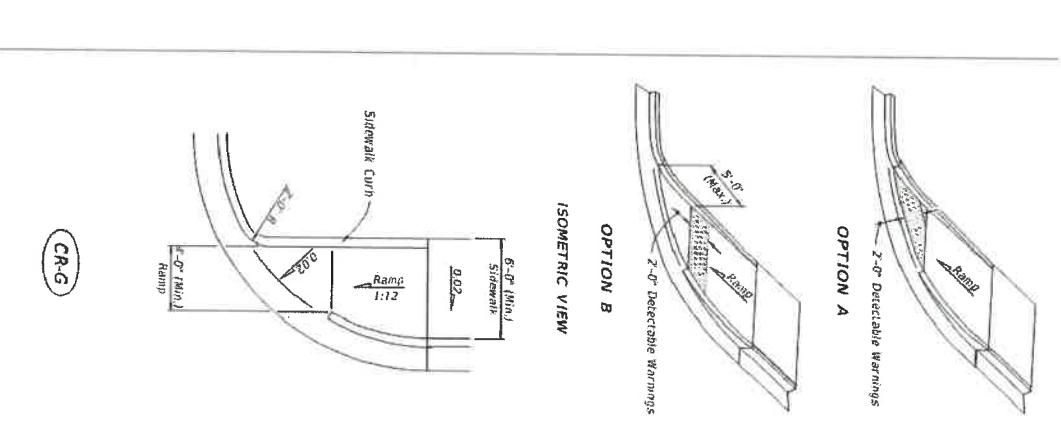
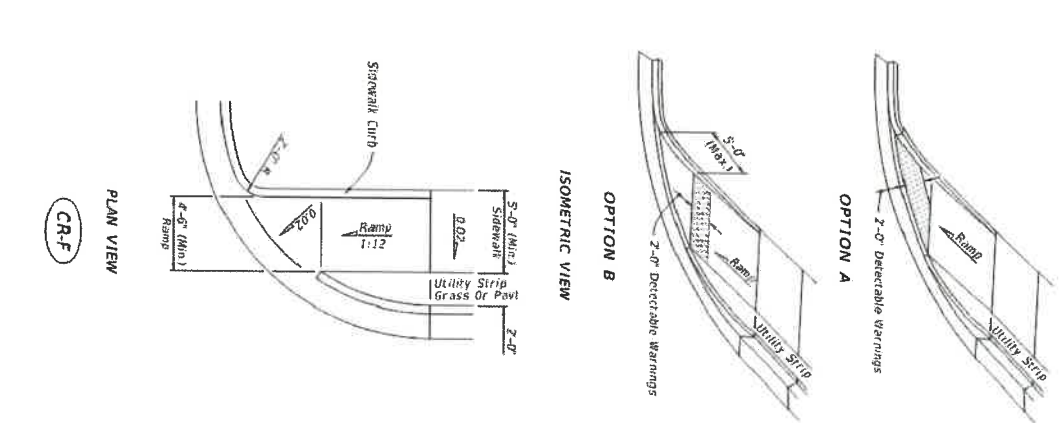
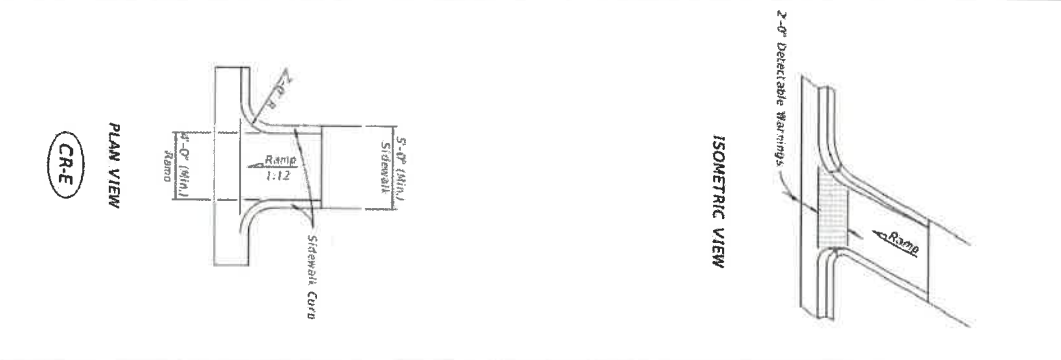
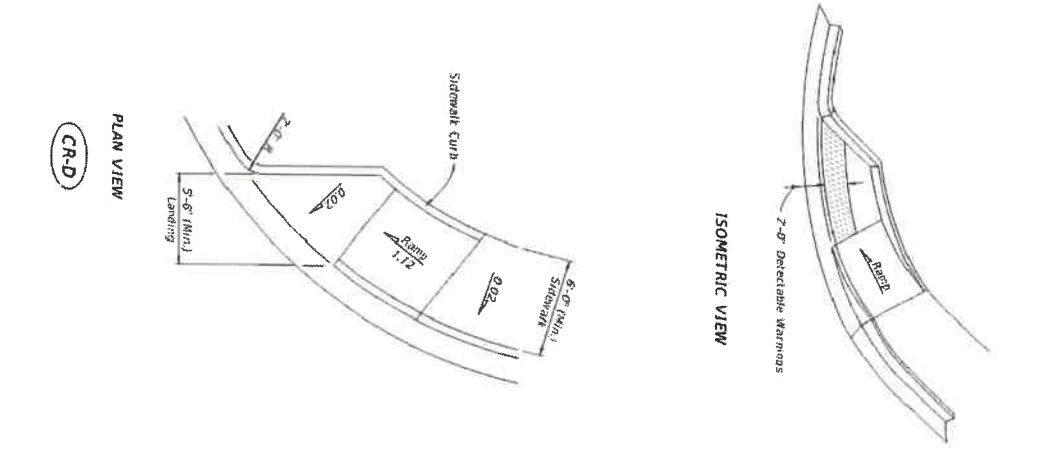
DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS

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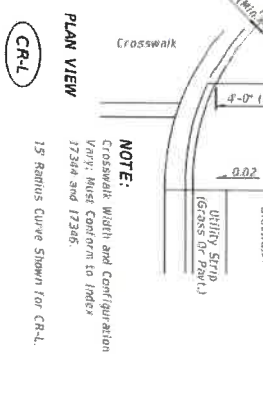
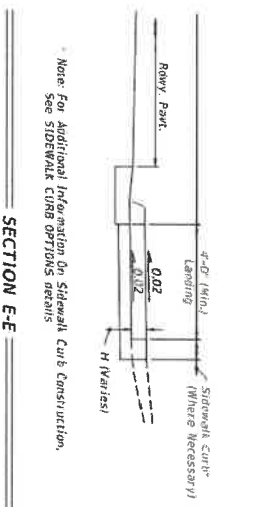
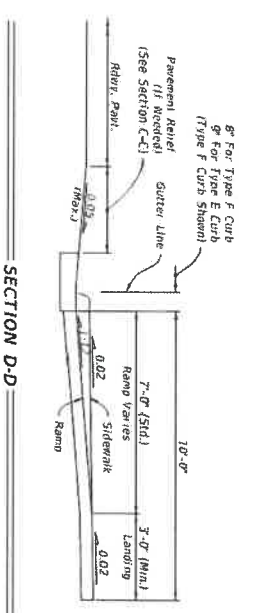
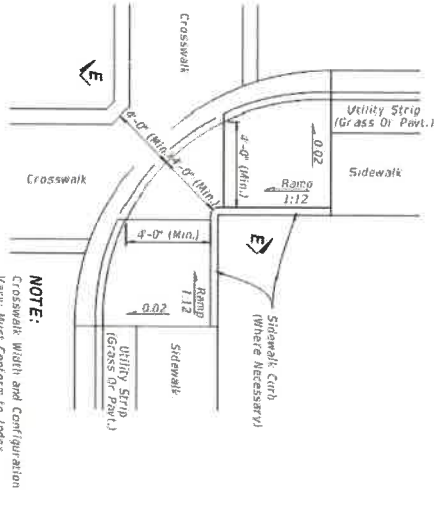
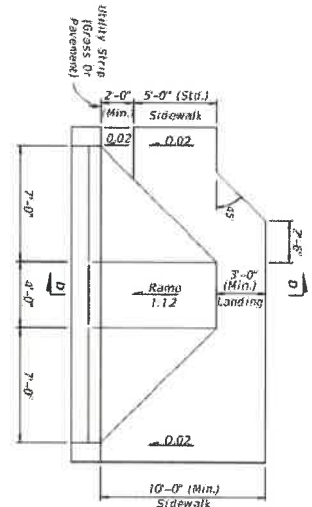
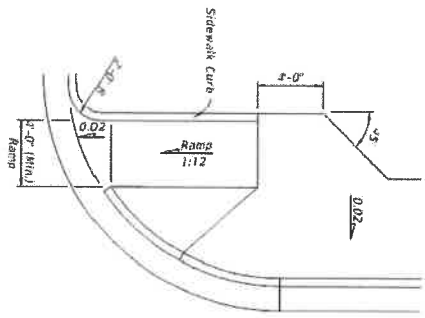
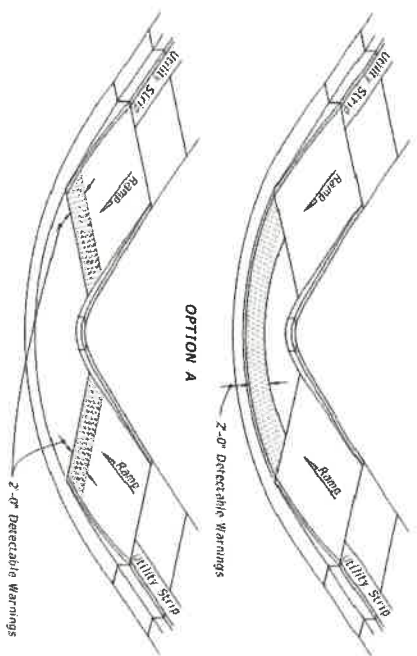
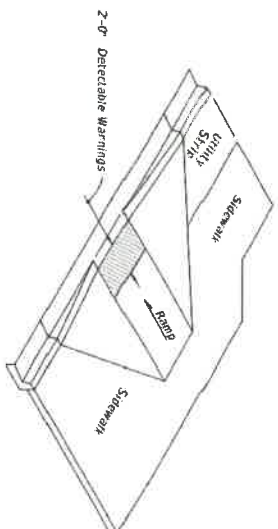
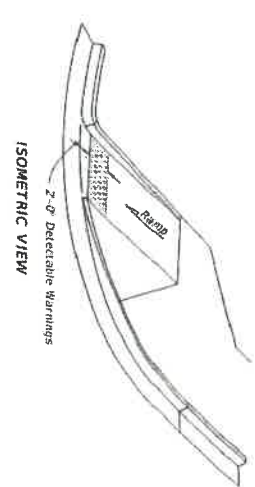
**MGEG** MICHAEL GALURA ENGINEERING CONSULTANTS, LLC  
 2222 Century Drive, Suite H  
 Orlando, Florida 32803  
 407/403-8983  
 CERTIFICATE OF AUTHORIZATION NO. 26032

**TOWN OF WINDERMERE**  
 PUBLIC WORKS DEPARTMENT  
 6440N STREET, WINDERMERE, FLORIDA 33796

DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS







LAST REVISION 11/01/16  
 DESCRIPTION: **DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS**  
 INDEX NO. 304  
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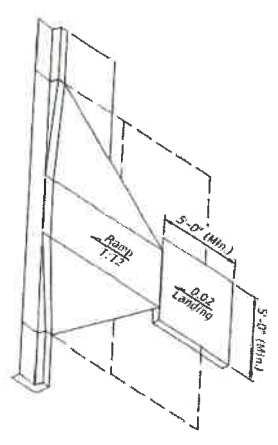
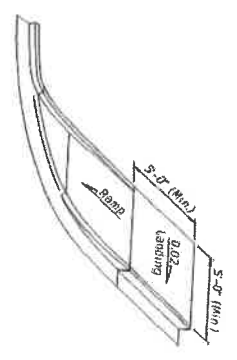
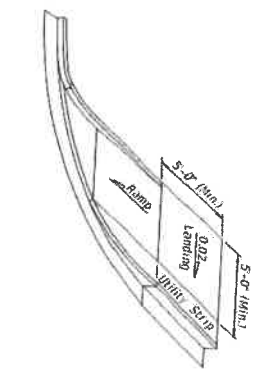
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SCALE	AS SHOWN	DATE	11/01/16
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SCALE	AS SHOWN	DATE	11/01/16

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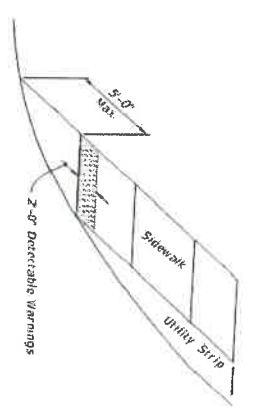
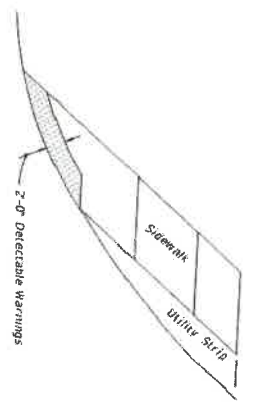
NOTE: For additional information on Sidewalk Curb Construction, see SIDEWALK CURB OPTIONS details.

NOTE: Crosswalk Width and Configuration Vary. Must Conform to Index 17344 and 17345.

NOTE: 15 Radius Curve Shown for CR-L.



**LANDINGS FOR CURB RAMPS WITHOUT SIDEWALKS**  
 (See CR-F, CR-G & CR-K Respectively For Detectable Warning Details/Options)



OPTION A

OPTION B

**DETECTABLE WARNING ON FLUSH SHOULDER SIDEWALKS**

LAST REVISION	DESCRIPTION
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**FDOT** DESIGN STANDARDS  
 FY 2017-18

**DETECTABLE WARNING ON FLUSH SHOULDER SIDEWALKS**

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DATE	...	CHECKED BY	...
DATE	...	APPROVED BY	...
DATE	...	OWNER	...
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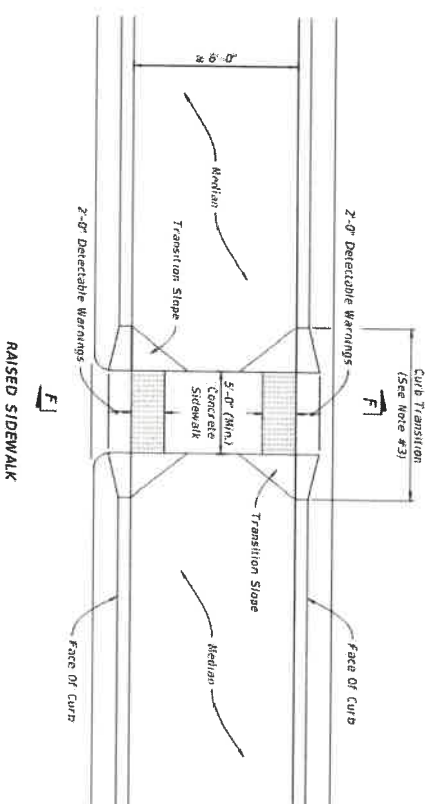
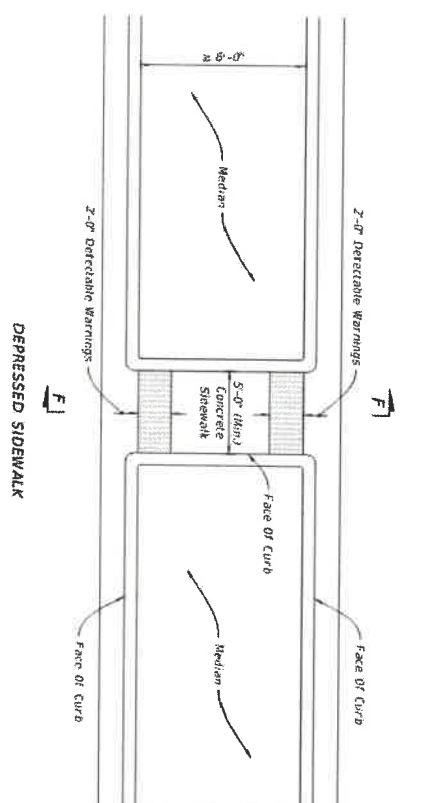
  

**MGE** MICHAEL GAURA ENGINEERING CONSULTANTS, LLC  
 3222 Corrine Drive, Suite H  
 CENTRAL FLORIDA INTERNATIONAL NO. 20032  
 407/443-8983

**TOWN OF WINDERMERE**  
 PUBLIC WORKS DEPARTMENT  
 614083 STREET, WINDERMERE, FLORIDA 34786

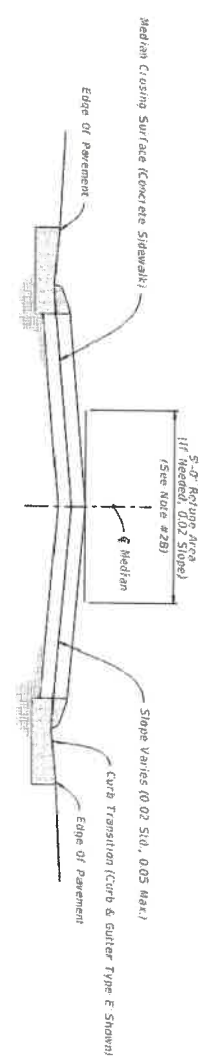
DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS

SHEET 51 OF 32



MEDIAN CROSSINGS

- NOTES:**
1. Cross Slope of the median crossing not to exceed 0.02.
  2. Raising Slopes:
    - A Slopes  $\leq 0.05$ : For roadway cross sections where the Edge of Pavement elevation is the same for both directions of traffic, the median crossing running slopes (0.02 Typ) should meet at the centerline of the median. For roadway cross sections with variable Edge of Pavement elevations, or to accommodate other construction in the median, the slopes may intersect off the centerline of the median.
    - B Slopes  $> 0.05$ : Provide a median refuge area (landing, 0.02 slope) for crossings with running slopes  $\leq 0.05$ . The refuge area must extend the full width of the crossing and have a minimum length of 5 feet.
  3. On existing facilities, remove and reconstruct curb transition for raised sidewalk with ramp.



SECTION F-F

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FDOT DESIGN STANDARDS FY 2017-18 DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS		MEDIAN CROSSING	

DATE: _____ DRAWN BY: _____ CHECKED BY: _____ DATE: _____	DATE: _____ DESIGNED BY: _____ CHECKED BY: _____ DATE: _____	DATE: _____ DESIGNED BY: _____ CHECKED BY: _____ DATE: _____	DATE: _____ DESIGNED BY: _____ CHECKED BY: _____ DATE: _____
<b>MCEG</b> MICHAEL CALURA ENGINEERING CONSULTANTS, LLC 3222 Central Drive, Suite H Orlando, Florida 32803 407/483-8983 CERTIFICATE OF AUTHORIZATION NO. 20032		TOWN OF WINDERMERE PUBLIC WORKS DEPARTMENT 64 HAN STREET, WINDERMERE, FLORIDA 33794	
JOB NO. 17W-085.01.000 FILE NAME: SEE LIST MAIN ANSWER BOOK SCALE: _____		DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	

# PROJECT MANUAL

**BID #2019-04**

## THE WILLOWS MILLING AND RESURFACING/SIDEWALK IMPROVEMENTS



**TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA**

**JULY 2019**

**BID SET  
FOR BIDDING PURPOSES ONLY**

**Prepared by:**

**MICHAEL GALURA ENGINEERING CONSULTANTS, LLC**

3222 Corrine Drive, Suite H, Orlando, FL 32803

(407) 493-9983 - [mchgalu@aol.com](mailto:mchgalu@aol.com)

<http://www.mgaluraengineeringconsult.com>

**TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA**

**BID # 2019-04**

**THE WILLOWS MILLING AND RESURFACING/  
SIDEWALK IMPROVEMENTS**

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00300	Information Available to Bidders
00400	Bid Form
00400A	Local Agency Program
00401	Questionnaire
00401A	Drug-Free Workplace Certification
00430	Bid Bond
00450	Non-collusion Affidavit
00451	Certification of Non-segregated Facilities
00452	Sworn Statement on Public Entity Crimes
00453	Certification of Non-discriminatory Labor Practices
00501	Corporate Authority to Execute Documents
00510	Notice of (Intent to) Award
00520	Agreement between Owner and Contractor
00540	Indemnification Agreement
00550	Notice to Proceed
00600	100% Performance and Payment Bond
00611	Construction Payment Bond
00620	Certificate of Liability Insurance
00621	Certificate of Substantial Completion
00622	Change Order Form
00623	Periodic Estimate for Partial Payment
00640A	Release of Lien (Progress Payment)
00640B	Release of Lien (Final Payment)
00650	Final Contractor's Affidavit (Statutory Declaration Form)
00670	Certification of Owner's Attorney
00700	Standard General Conditions of the Construction Contract
00800A	Supplementary Conditions
00900	Addenda (As Required)

**TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA**

**BID # 2019-04**

**THE WILLOWS MILLING AND RESURFACING/  
SIDEWALK IMPROVEMENTS**

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01300	Submittals
01400	Quality Control
01490	Contractor Sampling and Testing
01500	Temporary Facilities and Controls
01558	Traffic Control
01600	Materials and Equipment
01630	Substitutions and Product Options
01700	Contract Closeout
01710	Final Cleaning

**DIVISION 2 - SITE CONSTRUCTION**

02140	Dewatering
02200	Earthwork
02222	Trenching Backfilling and Compacting
02605	Precast Concrete Manholes and Structures
02611	Reinforced Concrete Pipe for Gravity Service
02720	Drainage Structures and Piping
02801	Restoration of Surface Improvements
02930	Grassing

**DIVISION 3 – CONCRETE**

03100	Cast-In-Place and Poured Concrete
03300	Concrete
03600	Grout

**DIVISION 4 - 5 (NOT USED)**

**DIVISION 11 - 16 (NOT USED)**

**ADDITIONAL TECHNICAL SPECIFICATIONS**

Section 120 Earthwork and Related Operations for Local Agencies  
Section 344 Local Agency Program – Concrete

**DIVISION 0**  
**BIDDING AND CONTRACT REQUIREMENTS**

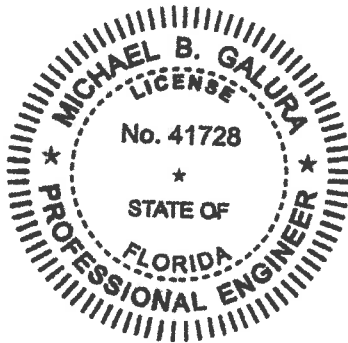


**TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA**

**BID #2019-04**

**THE WILLOWS MILLING AND RESURFACING AND SIDEWALK  
IMPROVEMENTS**

The engineering material and data contained in the Contract Drawings and Specifications was prepared under the supervision and direction of the respective undersigned, whose seal as a registered professional engineer is affixed below:



*Michael B. Galura*, P.E.

Michael B. Galura, P.E.  
President/Principal Engineer  
MICHAEL GALURA ENGINEERING CONSULTANTS, LLC  
ENGINEERING BUSINESS NO. 0025885  
FBPE CERTIFICATE OF AUTHORIZATION NO. 29032  
Drawings: *THE WILLOWS MILLING AND RESURFACING/  
SIDEWALK IMPROVEMENTS*  
Specifications: All divisions not listed below

**TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA**

**BID # 2019-04**

**THE WILLOWS MILLING AND RESURFACING/  
SIDEWALK IMPROVEMENTS**

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00800A	Supplementary Conditions
00900	Addenda (As Required)

**TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA**

**BID # 2019-04**

**THE WILLOWS MILLING AND RESURFACING/  
SIDEWALK IMPROVEMENTS**

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(Cont'd)**

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03600	Grout

**DIVISION 4 - 5 (NOT USED)**

**DIVISION 11 - 16 (NOT USED)**

**ADDITIONAL TECHNICAL SPECIFICATIONS**

Section 120 Earthwork and Related Operations for Local Agencies  
Section 344 Local Agency Program – Concrete

**SECTION 00100**

**INVITATION TO BID**

**TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA**

**BID # 2019-04**

**THE WILLOWS MILLING AND RESURFACING/  
SIDEWALK IMPROVEMENTS**

Sealed bids, in duplicate, will be accepted at the office of the Town Clerk, in the Town Hall, Town of Windermere, Orange County, Florida, not later than **Friday, July 26, 2019 at 3:00 p.m.** (local time). Sealed bids must be hand delivered, and dated and time stamped at the office of the Town Clerk. Immediately thereafter, bids will be publicly opened and read aloud at Town Hall.

Any bids received after the above noted time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids submitted after this designated time will be returned unopened.

**Description of Work:**

All work for the Project shall be constructed in accordance with the Drawings and Specifications prepared by Michael Galura Engineering Consultants, LLC, Orlando, Florida, and the proposed contract will be awarded and constructed, if award is made, under these Contract Documents. Bids shall be submitted for furnishing, delivering, and installing all materials, equipment, incidentals and services, including labor, for the Work, which generally includes, but is not necessarily limited to, the following:

**The project involves milling and resurfacing improvements and sidewalk improvements within the Willows planned development. Other works includes replacement of concrete curb and gutter, reconstruction of sidewalk ramps to meet ADA standards, provision of pavement markings for pedestrian crossings and tree removals.**

**Program for Utilization of Disadvantaged Business Enterprises (DBE):**

The Contractor shall be encouraged to comply with the State of Florida Equal Opportunity Office goals and objectives as follows:

<b>Florida Fair Share Goals</b>	
Construction (SRF)	9% MBE and 3% WBE
All Other Categories	15% Combined

The Contractor, to the fullest extent possible, shall agree that at least the applicable fair share objectives for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities. The Contractor shall also agree to include in its bid documents the applicable DBE fair share objectives and percentages.

**Pre-Bid Conference:** A mandatory pre-bid conference will be held on **Wednesday, July 10, 2019 at 10:00 a.m.** (local time) at the Town Hall, Town of Windermere, Orange County, Florida, 520 Main Street, Windermere, Florida, 34786. This is a non-mandatory Pre-Bid Conference.

Questions and clarifications shall be submitted in accordance with the Bidding Documents. Contact Michael Galura, P.E., Michael Galura Engineering Consultants, LLC, 3222 Corrine Drive, Suite H, Orlando, FL. 32803, (407) 493-9983, [mchgalu@aol.com](mailto:mchgalu@aol.com).

Prospective bidders may secure a copy of the complete bid package (Project Manual and Drawings), from the Town's website at <http://www.town.windermere.fl.us> or from Demand Star at <http://demandstar.com>. When downloading from the Town's website, please advise the Town as to who and when the plans and specifications were downloaded so the plan holder's list can be updated.

Bids shall be prepared from complete full size contract documents. Addenda will be sent via e-mail to all holders of complete contract documents or can be downloaded from the Town's website or Demand Star. Addendums will be issued up to seventy-two (72) hours before bid time. No addenda will be issued within 72-hours of the Bid date.

**Bid Bond:** A certified check or bid bond shall accompany each bid. The certified check or bid bond shall be for an amount not less than five percent (5 percent) of the bid price and shall be made payable to the Town of Windermere as a guarantee that the Bidder will not withdraw for a period of sixty (60) days after bid closing time.

**Bid Submittal:** Each bidder shall submit only one (1) bid for the Work. Each bidder shall submit an original and one (1) copy of its bid. The award will be made in accordance with the requirements of applicable state and federal laws and regulations and pursuant to the provisions of the Bid Documents and/or any applicable Town of Windermere purchasing rules and procedures. Each Bidder shall submit the Bid Form provided in the Project Manual in a sealed envelope with the words "**BID FOR BID #2019-04, THE WILLOWS MILING AND RESURFACING/SIDEWALK IMPROVEMENTS, TOWN OF WINDERMERE, WINDERMERE, FLORIDA**" and the Bidder's name, address and Florida Contractor's License Number clearly shown on the outside thereof. Each Bidder must acknowledge receipt of all addenda in the prescribed Bid Form. An authorized representative of the Bidder must sign the Bid Form. Failure to comply with these conditions or the conditions contained in the Instructions to Bidders may be cause for bid disqualification. **Mailed bids shall be sent to the attention of Town Clerk, Dorothy Burkhalter, Town of Windermere, 614 Main Street, Windermere, FL 34786 and shall be received before the deadline for the bid opening.**

**Award of Contract to Lowest Qualified, Responsive, and Responsible Bidder:** The Town intends to award the Contract to the Bidder which, in the sole discretion of the Town, is the lowest qualified, responsive and responsible Bidder. The Town of Windermere may waive technicalities or irregularities, reject any or all bids. The Town will advertise the project at a minimum of three (3) weeks and will make plans and specifications available to bidders during that time.

**TOWN OF WINDERMERE, FLORIDA**

**END OF SECTION**

**SECTION 00200**

**INSTRUCTIONS TO BIDDERS**

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## SECTION 00200

### INSTRUCTIONS TO BIDDERS

#### ARTICLE 1 - DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions, as supplemented. The term "Apparent Low Bidder" means the Bidder submitting the lowest Bid at the Bid opening without correction of numerical discrepancies, consideration of alternates or determination of responsiveness and responsibility. The term "Successful Bidder" means the Bidder to whom Owner awards or expects to award the contract. **Bidding Documents consist of the Project Manual dated July 2019 and Drawings dated July 2019, both as may be modified by Addenda.**
- 1.2 The Work, as defined in the General and Supplemental Conditions, is described in Article 1 of the Agreement.

#### ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of Bidding Documents in the number and for the sum stated in the Advertisement for Bids may be obtained from the Town's website at <http://www.town.windermere.fl.us> or from Demand Star at <http://demandstar.com>.
- 2.2 Complete sets of full-size Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

#### ARTICLE 3 - QUALIFICATIONS OF BIDDERS

Each Bidder shall complete the Questionnaire (Section 00401) included in the Bid Form. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven (7) days of Owner's request, the additional qualifications submittals set forth in Article 22 of the Instructions to Bidders.

#### ARTICLE 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 It is the responsibility of each Bidder before submitting a Bid to: (a) examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below); (b) visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work; (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work; (d) study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and (e) promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 4.2 Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and

Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

- 4.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.
- 4.4 Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.5 On request, with advanced notice, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid, Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.
- 4.6 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Engineer is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 4.7 The provisions above of 4.1 through 4.6, inclusive, do not apply to Asbestos, Polychlorinated Biphenyls (PCBs), Petroleum, Hazardous Waste or Radioactive Material covered by Paragraph 4.06 of the General Conditions.
- 4.8 The submission of the Bid shall be an indication that the Bidder has considered normal local weather conditions (daily and monthly variations) and accounted for these circumstances in the preparation of the bid and schedule of construction.

#### ARTICLE 5 - AVAILABILITY OF LANDS FOR WORK, ETC.

- 5.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

#### ARTICLE 6 - ADDENDA AND INTERPRETATIONS

- 6.1 Bidders shall promptly notify Engineer of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or the site.

All questions about the meaning or intent of the Bidding Documents shall be submitted to Engineer in writing. Replies considered necessary shall be issued through Addenda by registered mail to all parties recorded by Engineer as having received complete sets of Bidding Documents up to seventy-two (72) hours before bid time. Brief addenda which do not materially alter the scope of work may be issued between seventy-two (72) hours and twenty-four (24) hours before bid time by facsimile (fax) to all General Contractors only. Questions received less than seven (7) calendar days prior to the date for opening of Bids shall not be answered. Only questions answered by formal written Addenda shall be binding and prospective Bidders are warned that no other source than a formal written Addenda is authorized to give information concerning, or to explain or interpret the Bidding Documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements.

#### ARTICLE 7 - BID SECURITY

- 7.1 Bid Security shall be submitted and shall be made payable to Owner, in an amount of not less than five percent of the Bidder's Contract Price and in the form of a cashier's check or a Bid Bond issued by a Surety meeting the requirements of Article 21 of this section and Article 5 of the General Conditions. The Bid Bond shall be issued by a company having a registered agent in the State of Florida. Personal checks are not acceptable.
- 7.2 The Bid Security of the Bidder shall be retained until such Bidder has executed the Agreement and furnished the required payment and performance bonds, whereupon the Bid Security shall be returned. If the Successful Bidder fails to furnish the qualifications submittals or fails to execute and deliver the Agreement and furnish the required Bonds within ten days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder shall be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the ninety-first day after the Bid opening. Bid Security of other Bidders shall be returned approximately seven (7) days after the Bid opening.

#### ARTICLE 8 - CONTRACT TIME

The number of consecutive calendar days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Agreement (Section 00520).

#### ARTICLE 9 - LIQUIDATED DAMAGES AND INDEMNITY

- 9.1 Provisions for liquidated damages are set forth in the Agreement (Section 00520).
- 9.2 The Bidder must execute an Indemnification Agreement (Section 00540) with the signing of the Agreement as provided in Article 27 of this Section.

#### ARTICLE 10 - SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, shall be awarded on the basis of material and equipment described in the Drawings or specified in the Specifications with consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance shall not be considered by Engineer until after the "Effective Date of the Agreement." The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in the General Conditions, as may be supplemented in Division 1, General Requirements. If a substitution list is provided as part of the prescribed Base Bid Form, Bidders must identify proposed substitute materials. These substitute materials and equipment shall be evaluated after "Effective Date of the Agreement." Only the proposed alternatives, substitutions or "or equal" items listed on the Substitution List shall be evaluated by the Engineer in accordance with the General Conditions.

The cost of changes in related work, additional drawings which may be required to illustrate or define the alternate equipment and its relationship to the other parts or portions of the Work shall be paid by the Contractor. No change shall be made in the amount of time in which to complete the Work or in the liquidated damages. If the proposed substituted material or equipment is found to be unacceptable to the Engineer as an "or equal" item, then the Base Bid material or equipment named in the specification or the Bid Form (circled item) shall be furnished by the Contractor.

#### ARTICLE 11 - SUBCONTRACTORS, ETC.

- 11.1 Each Bid must identify the names and addresses of the subcontractors listed in the Bid Form "Questionnaire (Section 00401)." If requested by the Owner or Engineer, the Bidder, and any other Bidder so requested, shall, within seven (7) days after the date of the request, submit to Owner an experience statement with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person and organization. If Owner or Engineer after due investigation has reasonable objection to any proposed subcontractor, other person or organization, either may, before giving the Notice of Award, request the Bidder to submit an acceptable substitute without an increase in Contract Price nor Contract Time. If the Bidder declines to make any such substitution, the Owner may elect not to award the Contract to such Bidder. A Bidder's declining to make any such substitution shall not constitute grounds for sacrificing his Bid Security. No Bidder shall be required to employ any subcontractor, other person or organization against whom Bidder has reasonable objection.
- 11.2 Procedures for approval of other subcontractors after execution of the Agreement are described in the General and Supplementary Conditions.
- 11.3 Each Bidder must complete the Bid Form "Questionnaire" (Section 00401) listing each item of work to be subcontracted and the estimated not-to-exceed cost of these items. (Work in this respect does not include cost paid to suppliers for materials and equipment furnished for this project)

#### ARTICLE 12 - BID FORM

- 12.1 One (1) set of the Bid Form is included in the Contract Documents for the Bidder's use.
- 12.2 Bid Forms must be completed in duplicate in ink or typed. The Bid price of each item and lump sum "Total Bid" or "Total Base Bid" on the Bid Form must be stated in words and numerals; in case of a conflict, words shall take precedence.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and State of incorporation must be shown below the signature. If requested, the person signing a Bid for a corporation or partnership must produce evidence satisfactory to the Owner of the person's authority to bind the corporation or partnership. If the Bidder is a corporation, and if the Bid is executed by someone other than the President or Vice President of the corporation, attach to the Bid a certified copy of corporate resolutions of the board of directors of the corporation authorizing the person to execute the Bid on behalf of the Corporation.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 12.5 All names and titles must be typed or printed below the signature.

- 12.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 12.7 The address in which communications regarding the Bid are to be directed must be shown.
- 12.8 Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number, if any, must also be shown.
- 12.9 Bids must be priced on a lump sum basis for the base contract and include a separate price for each alternate described in the Specifications as provided for in the Bid Form. The price of the Bid for each alternate will be the amount to be added to or deducted from the price of the base Bid if Owner selects the alternate.
- 12.10 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances named in the Contract Documents as provided in Section 00700 - Article 11 - 11.03.
- 12.11 Bids which are incomplete, conditional, or which contain additions not called for, alterations or irregularities of any kind may be rejected.

#### ARTICLE 13 - SUBMISSION OF BIDS

- 13.1 Bids shall be submitted before the time and at the place indicated in the Advertisement for Bids, and shall be submitted in an opaque sealed envelope. The envelope shall be marked on the exterior "**BID NO. #2019-04 • THE WILLOWS MILLING AND RESURFACING/SIDEWALK IMPROVEMENTS**" with the name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "SEALED BID ENVELOPE ENCLOSED" on the face thereof. The Owner shall in no way be responsible for delays caused by the United States Postal Service or for delays caused by any other occurrence. Bids sent by e-mail, telegram or telecopy shall not be accepted by the Owner.
- 13.2 Each Bid must contain the following documents in completed form: (Two (2) copies each as provided herein):
  - A. Bid Forms (Bidding Documents, entire Section 00400, 00400A, 00401 and 00401A).
  - B. Bid Bond (surety bond or cashier's check). (Section 00430) (Original and one (1) copy).
  - C. Power of Attorney (for surety bond only).
  - D. Non-collusion Affidavit (Section 00450).
  - E. Certification of Non-segregated Facilities (Section 00451).
  - F. Sworn Statement on Public Entity Crimes (Section 00452).
  - G. Certification of Non-discriminatory Labor Practices (Section 00453).
  - H. Corporate Authority to Execute Documents (any corporate employee other than president or vice-president). (Section 00501).
- 13.3 More than one Bid received for the same work from an individual, firm or partnership, a corporation or association under the same or different names shall not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work shall cause the rejection of all such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion shall not be considered.

#### ARTICLE 14 - MODIFICATION AND WITHDRAWAL OF BIDS

- 14.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so; and, in case signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modifications. Withdrawal of a Bid shall not prejudice the rights of a Bidder to submit a new Bid prior to the Bid Date and Time. After expiration of the period for receiving Bids, no Bid may be withdrawn, modified, or explained.
- 14.2 If within 24 hours after bids are opened, any Bidder files a duly signed written notice with Owner and within 48 hours thereafter demonstrates to the reasonable satisfaction of the Owner that: a) there has been a material and substantial mistake in the preparation of the Bid; and that b) the mistake is of such great consequence that to enforce the Contract would be unconscionable; and that c) the mistake occurred notwithstanding the exercise of reasonable care in the preparation of the Bid; the Bidder may withdraw its Bid, and the Bid Security shall be returned provided that the Owner is not seriously prejudiced, except for the loss of its bargain.

#### ARTICLE 15 - OPENING OF BIDS

- 15.1 At the specified time and place as indicated in the "Invitation to Bid," Bids shall be opened publicly (unless obviously non-responsive) and read aloud.
- 15.2 An abstract of the amounts of the Total Bids and suppliers of major equipment or alternates, (if any), shall be prepared and made available to all Bidders within a reasonable time after the opening of Bids.

#### ARTICLE 16 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 16.1 All Bids shall remain open for delivery by the Owner of the Notice of Award for ninety (90) calendar days after the day of the Bid opening, but Owner may, at his sole discretion, release any Bid and return the Bid Security prior to that date.
- 16.2 Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual agreement between Owner, the Bidder, and the surety, if any, for the Bidder.

#### ARTICLE 17 - AWARD OF CONTRACT

- 17.1 To the extent permitted by applicable state and federal laws and regulations, Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful skill or ability or fails to meet any other pertinent standard or criteria established by Owner. Bids may be considered irregular and subject to rejection if they show serious omission, unauthorized alterations of form, unauthorized alternate bids, incomplete or unbalanced unit prices or irregularities of any kind. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

- 17.2 If the Contract is to be awarded, it shall be awarded on the basis of the lowest "Total Bid" or "Total Base Bid". Additive or deductive alternates determined by the Owner, in its sole discretion, to be acceptable (if any) shall be considered in determining the lowest responsive, responsible Bidder. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 17.3 A Contract shall be awarded by the Owner pursuant to applicable law. The Owner, in its sole discretion, reserves the right to reject any and all Bids and to waive any informality concerning Bids whenever such rejection or waiver is in the best interest of the Owner. If Bids exceed the amount of funds estimated by the Owner as available to finance the Project, the Owner may reject all bids or may award the Contract in the best interest of the Owner. Award of this Contract is contingent upon the Town of Windermere securing adequate bond financing or funding for this Project. The Town of Windermere shall not be required to award this Contract if adequate funding is not available. The ability of a Bidder to obtain a performance and payment bond shall not be regarded as the sole test of such Bidder's competency or responsibility. Nothing contained herein shall place a duty upon the Owner to reject Bids or award the contract based upon anything other than its sole discretion as described herein. By submitting a Bid, Bidder recognizes and accepts that the Owner may reject the Bid based upon the exercise of its sole discretion and Bidder waives any claim it might have for damages or other relief resulting from the rejection of its Bid based on these grounds.
- 17.4 Owner may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of materials or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in Articles 11 and 22 of these Instructions to Bidders.
- 17.5 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and ability of the Bidders, proposed subcontractors and other persons and organizations to perform the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 17.6 One contract for the Work shall be awarded, if award is made, to the lowest responsible, responsive Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project. The Successful Bidder who is awarded the Contract shall be required to perform the Work as a prime Contractor. No assignment of the Contract shall be allowed without written permission of the Owner.
- 17.7 If the Contract is to be awarded, the Owner will give the Successful Bidder a Notice of (Intent to) Award within Sixty (60) days after the day of the Bid opening.

#### ARTICLE 18 - TAXES

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

#### ARTICLE 19 - ORGANIZATION OF DRAWINGS AND SPECIFICATIONS

- 19.1 Drawings and Specifications for the Work are incorporated as follows:

- A. The Project Manual, consisting of Division 0 - Bidding and Contract Requirements, Division 1 - General Requirements, Division 2 - Site Construction, and Division 3 – Concrete.
- B. The Drawings have been separately bound together within a single document.

ARTICLE 20 - REQUIRED DISCLOSURE

- 20.1 Any person submitting a Bid in response to this invitation must execute form PUR. 7068, SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his Bid. The required disclosure form (provided in Section 00452 of these Specifications) must be completed by the appropriate individual within the organization, notarized and provided with the Bid proposal. Corrections to the form will not be allowed after the Bid opening time and date. Failure to complete this form in every detail and submit it with Bidder's Bid may result in disqualification.
- 20.2 At its sole discretion, the Owner, may reject any Bidder the Owner finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the Owner to lack honesty, integrity, or moral responsibility. The discretion of the Owner may be exercised based on the disclosure required herein, the Owner's own investigation, public records, or any other reliable sources of information. The Owner may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Owner may reject the Bid based upon the exercise of its sole discretion and Bidder waives any claim it might have for damages or other relief resulting from the rejection of its Bid based on these grounds.

ARTICLE 21 - QUALIFICATIONS OF SURETY COMPANIES

In order to be acceptable to the Owner, a surety company issuing Bid Guaranty Bonds, or 100 percent Performance/ Payment Bonds or 25 percent Maintenance Bond, called for in these Specifications, shall meet and comply with the following minimum standards:

- A. Surety must be admitted to do business in the State of Florida and shall comply with the provision of Florida Statute 255.05.
- B. Surety companies executing bonds must appear on the United States Treasury Department's most current list (Circular 570 as amended).
- C. 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.
- D. Agents of surety companies must list their name, address and telephone number on all bonds.
- E. Surety shall have at least the following minimum ratings;

<u>CONTRACT AMOUNT</u>	<u>BEST'S RATINGS</u>	
to 50,000	Class IV	B+ or better
50,000 to 500,000	Class V	A or better
500,000 to 2,500,000	Class VI	A or better
2,500,000 and over	Class VII	A or better



RATINGS SCHEDULE (net worth of Bonding Company)

Class IV	3,750,000 to 5,000,000
Class V	500,000 to 12,500,000
Class VI	25,000,000 to 50,000,000
Class VII	75,000,000 to 100,000,000

- F. All bonds must be provided on the forms contained in the Bid Documents. Failure to provide bonds on the Owner's forms may result in the rejection of the bid and the forfeiture of the Bid Security.

ARTICLE 22 - QUALIFICATIONS SUBMITTALS

- 22.1 It is the intention of the Owner to award this contract to a Bidder competent to perform and complete the Work in a satisfactory manner. Accordingly, Owner shall require the Bidder to submit, within seven (7) days of written request by the Owner and prior to award of Contract, 1) evidence of Bidder's certification and license to perform the Work and services, 2) experience statement, 3) Preliminary Progress Schedule, and 4) Preliminary Schedule of Values all as set forth below, to allow Owner to conduct qualifications investigations.
- 22.2 The experience statement shall provide data additional to that information provided in the Bid Form pertaining to Contractor's adequacy of organization, equipment and prior experience.
- 22.3 The Successful Bidder and his surety, if any, hereby agree that any delays within Bidder's control in the delivery of these Qualifications Submittals shall constitute a request by Bidder for an extension of the time during which the Bid shall remain open for the Owner's acceptance. Should Owner agree to such extension, Bidder shall be required to comply with this submittal requirement within five (5) additional days. At the Owner's option, failure by the Successful Bidder to deliver these qualifications submittals within the extended period shall void evaluation of the Bid and shall constitute proof that the Successful Bidder has abandoned his Bid; his Bid Security may be declared forfeited to the Owner as liquidated damages, and the Work may be awarded to another Bidder.
- 22.6 If upon receipt and evaluation of the submittals the Successful Bidder does not pass the evaluations to Owner's satisfaction, Owner reserves the right to reject the Bid.

ARTICLE 23 - INTERPRETATION OF QUANTITIES

In the case of unit price items, the quantities of work to be done and materials to be furnished under this Contract, as given in the Proposal, are to be considered as approximate only and are to be used solely for the comparison of Bids received. The OWNER and/or his ENGINEER do not expressly or by implication represent that the actual quantities involved shall correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate or quantities or of the character, location or other conditions pertaining to the work. Payment to the CONTRACTOR shall be made only for the actual quantities of Work performed or material furnished in accordance with the Drawings and other Contract Documents, and it is understood that the quantities may be increased or diminished as provided in the General Conditions without in any way invalidating any of the unit or lump sum prices bid.

ARTICLE 24 - UNIT PRICES INFORMATION

N/A

## ARTICLE 25 - CONSTRUCTION SAFETY

- 25.1 In instances where such is applicable due to the nature of the Work matter with which this Bid is concerned; all materials, equipment, etc., as proposed and offered by Bidders must meet and conform to all Occupational Safety and Health Act (OSHA) requirements. The Bidders' signature upon the Bid Form (Section 00400) is considered certification of conformance to such requirements.
- 25.2 In the event this contract requires trench excavation, the requirement of Florida Statutes 553.60, et seq., shall be adhered to by all Bidders.

## ARTICLE 26 - SPECIAL WARRANTY, PERFORMANCE BOND, INSURANCE AND CORRECTION PERIOD REQUIREMENTS

There are special requirements pertaining to Warranty, Performance Bond, Insurance, and the Correction Period which are described in the Bidding Documents. The Bidder must include in his Bid the consideration to be paid by the Owner for the Special Warranty, Performance Bond, Insurance and Correction Period requirements as set forth in the Contract Documents.

## ARTICLE 27 - SIGNING OF AGREEMENT

- 27.1 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by at least six (6) unsigned counterparts of the Agreement (Section 00520) and all other Contract Documents. Within ten (10) days of receipt thereafter, Successful Bidder shall sign and deliver four (4) counterparts of the Agreement to the Owner together with the required Bonds, Insurance Certificates and Endorsements. Within ten (10) days after receipt of the properly executed and completed submittals, Owner shall deliver a fully signed counterpart to Successful Bidder.
- 27.2 A Successful Bidder who is awarded the Contract and fails to execute the Agreement or furnish the required Bonds or insurance certificates and endorsements within the period specified in **27.1** above, shall have its Notice of Award rescinded and shall forfeit its Bid Security to Owner as liquidated damages for its failure to enter into a contract with the Owner.

## ARTICLE 28 - PROTESTS

The Owner is responsible for the resolution of protests by Bidders for contract award, claims, disputes, alleged patent infringements, alleged license fee(s) and other related procurement matters. The following procedures SHALL be used for all such protests.

- 28.1 Any party with a direct financial interest adversely affected by Owner's procurement decision SHALL file a protest under this Article, or be barred further relief.
- 28.2 A protest: (a) must be in writing (oral protests shall NOT be acknowledged); (b) adequately state the basis of the protest and the relief requested; and (c) be received by Owner within seven (7) calendar days from the date the basis of the protest was, or should have been, known.
- 28.3 After a protest has been properly filed with the Owner, the Owner shall make a determination on the merits of the protest within thirty (30) calendar days of receipt of the protest. If the Owner denies the protest, the Owner may proceed with award of the Contract unless enjoined by order of a Court of competent jurisdiction.
- 28.4 A protest SHALL be limited to: (a) issues arising from the procurement provisions of the Project Manual; and (b) state or local law. No protest may be filed with respect to basic project design.

- 28.5 The Owner's legal counsel shall establish procedures to resolve the protest based on Florida law. If the Florida law is not clearly established, the Owner shall rely on decisions issued by other states, Federal courts, the U.S. Comptroller General or other Federal agencies with related procurement experience.

#### ARTICLE 29 - APPRENTICES

In the event this Contract is in excess of \$25,000.00, the apprentice employment requirements of Chapter 446.011(3), Florida statutes are hereby incorporated:

- 29.1 The CONTRACTOR agrees:
- 29.1.1 That he will make a diligent effort to hire for the performance of the Contract a number of apprentices in each occupation which bears to the average number of the journeyman in that occupation to be employed in the performance of the Contract, the ratio of at least one apprentice to every five journeymen.
- 29.1.2 That he will, when feasible, assure that twenty-five (25) percent of such apprentices are in their first year of training, except when the number of apprentices to be hired is fewer than four. Feasibility here involves a consideration of the availability of training opportunities for first-year apprentices, the hazardous nature of the work for beginning workers and excessive unemployment of the apprentices in their second and subsequent years of training.
- 29.1.3 That during the performance of the Contract, he will make diligent efforts to employ the number of apprentices necessary to meet requirements of subparagraphs 1 and 2.
- 29.2 The CONTRACTOR agrees to return records of employment by trade of the number of apprentices and apprentices by first year of training and of journeymen and the wages paid and hours of work of such apprentices and journeymen, on a form as prescribed by the Bureau of Apprenticeship of the Division of Labor and Employment Opportunities at three-month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of this section.
- 29.3 The CONTRACTOR agrees to supply to the Bureau of Apprenticeship of the Division of Labor and Employment Opportunities, at three-month intervals, a statement describing steps taken toward making a diligent effort and containing a breakdown by craft of hours worked and wages paid for first-year apprentices, other apprentices and journeymen.
- 29.4 The CONTRACTOR agrees to insert in any subcontract under this Contract the requirements contained in this section. The term "Contractor," as used in such clauses and any subcontract, shall mean the subcontractor."

#### ARTICLE 30 - DRUG-FREE WORKPLACE

Every Bidder shall provide a certification on the form provided (Section 00401A) indicating whether the Bidder has implemented a drug-free workplace program pursuant to the requirements of Florida Statute Section 287.087. Preference in the award process shall be given, according to the statutory requirements, to a business that certifies it has implemented a drug-free workplace program.

#### ARTICLE 31 - LICENSES AND PERMITS

- 31.1 Permits for this Construction Project obtained by the Owner are limited to those permits listed in Division 1 of the Contract Documents. The Contractor shall be required to comply with all

provisions of such permits regarding workmanship, schedules, notification of starting construction, and any other conditions under which the permits are issued.

- 31.2 The Town of Windermere, Orange County, Florida will waive all permit fees, however, the Contractor shall obtain all necessary building permits, if required, from the Town.
- 31.3 The Contractor shall obtain and pay for all other federal, state, and county permits, licenses, and other authorizations required for the prosecution of the Work, including the cost of all Work performed in compliance with the terms and conditions of such permits, licenses, and authorizations, whether by himself or others.

#### ARTICLE 32 - CONTINGENCY ALLOWANCES

A contingency allowance may be included as part of the Schedule of Bid Prices. This allowance is included to cover Contract items identified in Section 01025 - Measurement and Payment. Prior to the initiation of any expenditure of any contingency allowance, an executed formal Change Order is necessary for the utilization of contingency funds. The method for computing Change Order dollar amounts shall be as specified in the General Conditions.

#### ARTICLE 33 - RETAINAGE

Provisions concerning retainage and Contractors' rights to deposit securities in lieu of retainage are set forth in the Agreement.

#### ARTICLE 34 - PRE-BID CONFERENCE

A non-mandatory pre-bid conference will be held at the time and place indicated in the "Invitation to Bid." Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

**END OF SECTION**

**SECTION 00300**

**INFORMATION AVAILABLE TO BIDDERS**

1. The Engineer has relied upon the following information. This information is for general information only and shall not be considered a part of the Bidding or Contract Documents.

**LISTING OF INFORMATION AVAILABLE TO BIDDERS**

A. Reports and Investigations

1. *PAVEMENT EVALUATION REPORT (GEC, February 2017)*

B. Drawings and Data

1. *Construction Plans for THE WILLOWS MILLING AND RESURFACING/SIDEWALK IMPROVEMENTS*

2. Utilities: It is the Contractor's responsibility to preserve all existing utilities whether shown on the Drawings or not. If utility conflicts are encountered by the Contractor during construction, the Contractor shall give sufficient notice to the Owners so that they may make the necessary adjustments. Damage to any utilities which, in the opinion of the Owner and Engineer, is caused by carelessness on the part of the Contractor shall be repaired at the Contractor's expense. Any delays ensuing from this damage will be considered as inexcusable.
3. Permits: SFWMD Environmental Resource Permit Exemption

**END OF SECTION**

DATE SUBMITTED: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

**SECTION 00400**

**BID FORM**

SUBMITTED: \_\_\_\_\_  
(Date)

PROJECT IDENTIFICATION: **TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA  
BID #2019-04  
THE WILLOWS MILLING AND RESURFACING/  
SIDEWALK IMPROVEMENTS**

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

CONTRACTOR'S FLORIDA LICENSE NO.: \_\_\_\_\_

THIS BID IS SUBMITTED TO: Town of Windermere, Orange County, Florida (hereinafter called Owner).

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents, to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and the Agreement, and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Bidding Documents including without limitation those dealing with the disposition of Bid Bond. This Bid will remain open for sixty (60) calendar days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER'S Notice of Intent to Award.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and the Agreement and further warrants and represents that:

A. Bidder has examined copies of all the Bidding Documents and of the following Addenda:

No. \_\_\_\_\_ Dated \_\_\_\_\_ No. \_\_\_\_\_ Dated \_\_\_\_\_  
No. \_\_\_\_\_ Dated \_\_\_\_\_ No. \_\_\_\_\_ Dated \_\_\_\_\_

(Receipt of all which is hereby acknowledged) and also copies of the Invitation to Bid and the Instructions to Bidders.

DATE SUBMITTED: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

- B. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing the Work.
- C. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. BIDDER accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
- D. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- E. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- F. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and date with the Contract Documents.

DATE SUBMITTED: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

- G. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a farce or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- I. BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete all work of the PROJECT within the Contract Time specified in the Agreement (Section 00520). BIDDER further accepts the provisions of the Agreement as to liquidated damages and agrees to pay as liquidated damages the amount stated in the Agreement (Section 00520), for each consecutive calendar day completion of the Work is delayed.

Completion Schedule:

- 1) The project will be completed within **one hundred eighty (180)** consecutive calendar days of the date of the official Notice to Proceed in accordance with provisions contained in "Article 3 Contract Time" of "Section 00520 Agreement between Owner and Contractor."
- 4. All bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents. Bidder submits the following **TOTAL BID** to perform all the Work as required by the Drawings and Specifications.
- 5. In accordance with Article 17 of the Instructions to Bidders, if the Contract is awarded, it will be awarded after adjustments for additive or deductive alternates (if any). Additive or deductive alternates (if any) will be considered in determining the lowest qualified, responsive, and responsible Bidder. The Owner reserves the right to accept any or all additive or deductive alternates, in his sole discretion, prior to the award of the Contract. The Owner also reserves the right to delete any portion of the Work as shown in the bid schedule prior to award and adjust each bidder's "Total Bid" accordingly.



DATE SUBMITTED: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

6. The following documents are attached to and made a condition of this Bid:
- A. Bid Form (Sections 00400, 00400A, 00401, and 00401A).
  - B. Bid Bond (surety bond or cashier's check). (Section 00430). (Original and one (1) copy).
  - C. Power of Attorney (for surety bond only).
  - D. Non-collusion Affidavit (Bidding Documents) (Section 00450).
  - E. Certification of Non-segregated Facilities (Section 00451).
  - F. Sworn Statement on Public Entity Crimes (Section 00452).
  - G. Certification of Non-discriminatory Labor Practices (Section 00453).
  - H. Corporate Authority to Execute Bid (required only when documents are executed by a corporate employee other than President or Vice-President) (Section 00501).

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DATE SUBMITTED: \_\_\_\_\_  
NAME OF BIDDER: \_\_\_\_\_

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DATE SUBMITTED: \_\_\_\_\_  
 NAME OF BIDDER: \_\_\_\_\_

**SCHEDULE OF BID ITEMS  
 TOWN OF WINDERMERE  
 ORANGE COUNTY, FLORIDA**

**BID #2019-04**

**THE WILLOWS MILLING AND RESURFACING/SIDEWALK IMPROVEMENTS**

Base Bid Item No.	Description	Estimated Quantity	Unit	Unit Price (in Words)	Unit Price (in Numbers)	Extended Summary Total Price (in Numbers)
<b>BASE BID</b>						
101-1	MOBILIZATION AND DEMOBILIZATION	1	LS			
101-2	SURVEY, CONSTRUCTION LAYOUT AND CERTIFIED AS-BUILT	1	LS			
102-1	MAINTENANCE OF TRAFFIC	1	LS			
104-14	PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	1	LS			
110-4	REMOVAL AND DISPOSAL OF CONCRETE PAVEMENT	695	SY			
110-15	ARBORIST WORK (COMPLETE)	1	LS			
120-9	EXCAVATION, EMBANKMENT AND GRADING	1	LS			

DATE SUBMITTED: \_\_\_\_\_  
 NAME OF BIDDER: \_\_\_\_\_

**SCHEDULE OF BID ITEMS  
 TOWN OF WINDERMERE  
 ORANGE COUNTY, FLORIDA**

**BID #2019-04**

**THE WILLOWS MILLING AND RESURFACING/SIDEWALK IMPROVEMENTS**

Base Bid Item No.	Description	Estimated Quantity	Unit	Unit Price (in Words)	Unit Price (in Numbers)	Extended Summary Total Price (in Numbers)
160-4	TYPE B STABILIZATION (12") (MIN. LBR 40)	852	SY			
205-70-8	GRADED CRUSHED CONCRETE AGGREGATE BASE COURSE (TRAFFIC LEVEL B)	681	SY			
327-70-60	MILL EXISTING ASPHALT PAVEMENT 1-1/2" AVERAGE DEPTH	33,106	SY			
334-1-13	TYPE SP 9.5 ASPHALTIC CONCRETE (1-1/2") (165 LB BER SY) (TRAFFIC LEVEL B)	2,731	TN			
520-1-8	CONCRETE CURB AND GUTTER (DROP)	885	LF			
520-3	CONCRETE VALLEY GUTTER	175	LF			

DATE SUBMITTED: \_\_\_\_\_  
 NAME OF BIDDER: \_\_\_\_\_

**SCHEDULE OF BID ITEMS  
 TOWN OF WINDERMERE  
 ORANGE COUNTY, FLORIDA**

**BID #2019-04**

**THE WILLOWS MILLING AND RESURFACING/SIDEWALK IMPROVEMENTS**

Base Bid Item No.	Description	Estimated Quantity	Unit	Unit Price (in Words)	Unit Price (in Numbers)	Extended Summary Total Price (in Numbers)
522-2	SIDEWALK, CONCRETE, 6" THICK	552	SY			
527-1	DETECTABLE WARNING ON EXISTING SIDEWALK	24	EA			
570-1-2	PERFORMANCE TURF, SOD (MATCH EXISTING)	660	SY			
580-5-4	TREE REMOVAL, STUMP GRINDING AND DISPOSAL	22	EA			
654-2-21	RECTANGULAR RAPID FLASHING BEACON, F&I, SOLAR POWERED, COMPLETE SIGN ASSEMBLY SINGLE DIRECTION	2	AS			
700-1-12	SINGLE POST SIGN, F&I, GROUND MOUNT, 12-20 SF	14	AS			
700-1-50	SINGLE POST SIGN, RELOCATE	1	AS			

DATE SUBMITTED: \_\_\_\_\_  
 NAME OF BIDDER: \_\_\_\_\_

**SCHEDULE OF BID ITEMS  
 TOWN OF WINDERMERE  
 ORANGE COUNTY, FLORIDA**

**BID #2019-04**

**THE WILLOWS MILLING AND RESURFACING/SIDEWALK IMPROVEMENTS**

Base Bid Item No.	Description	Estimated Quantity	Unit	Unit Price (in Words)	Unit Price (in Numbers)	Extended Summary Total Price (in Numbers)
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS (BLUE)	10	EA			
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	1,049	LF			
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	446	LF			
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROWS	4	EA			

DATE SUBMITTED: \_\_\_\_\_  
 NAME OF BIDDER: \_\_\_\_\_

**SCHEDULE OF BID ITEMS  
 TOWN OF WINDERMERE  
 ORANGE COUNTY, FLORIDA  
 BID #2019-04**

**THE WILLOWS MILLING AND RESURFACING/SIDEWALK IMPROVEMENTS  
 BASE AND TOTAL BID COMPUTATION**

<b>BASE BID</b>	\$				
		(Figures)		(Words)	
<b>TOTAL BID</b>	\$		(Figures)		(Words)

DATE SUBMITTED: \_\_\_\_\_  
NAME OF BIDDER: \_\_\_\_\_

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DATE SUBMITTED: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

7. The terms used in this Bid, which are defined in the General Conditions or Instructions of the Construction Contract, included as part of the Contract Documents have the meanings assigned to them in the General Conditions or Instructions.
8. The work shall be performed under a Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided.
9. It is understood that where quantities for unit price work have been presented in the foregoing Schedule of Bid Items, they are approximate only and are solely for purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis as described in the measurement and payment clauses in the specifications contained herein.

10. BASE BID - SCHEDULE OF MANUFACTURERS/SUPPLIERS

The undersigned as Bidder agrees that the Contract, if awarded, will be on the basis of the materials and equipment named in the Contract Documents in accordance with Article 9 of the Instructions to Bidders. The undersigned as Bidder also agrees that the Bidder will provide one of the listed manufacturers/suppliers. If the Bidder desires to propose an alternate manufacturer/supplier, he may write in the name of such alternate in the substitution list included within this Bid Form. If the proposed alternate manufacturer/supplier is determined "not equivalent" by the Engineer, the Bidder must furnish the specified equipment.

11. SUBSTITUTIONS AND "OR EQUAL"

The undersigned as Bidder agrees that substitutions or "or-equal" items will not be considered until after the "Effective Date of the Agreement" and will be evaluated in accordance with paragraphs 6.7.1, 6.7.2, and 6.7.3 of the General Conditions. In addition to the reimbursement required under the General Conditions, the Contractor shall also reimburse the Owner for any engineering costs directly attributable to the change in manufacturers/suppliers, caused by the acceptance of proposed alternates, such as; additional field trips for the Engineer, additional redesign costs, and additional review costs, etc. Other costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed alternates, such as; increased electrical requirements, larger building, additional pumps or tankage, etc., shall be borne by others and not the Owner. The Owner may request, and the undersigned Bidder shall supply, complete information on proposed substitutions. Such information shall be the manufacturer's current published or preprinted information for the specific substitution.

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DATE SUBMITTED: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

Instructions: Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES.)

If Bidder is:

A CORPORATION

\_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Name of person authorized to sign)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Authorized Signature)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

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

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

Corporation President: \_\_\_\_\_

Florida License No.: \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

Instructions: Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES.)

If Bidder is:

A JOINT VENTURE

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

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

\_\_\_\_\_

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

Florida License No.: \_\_\_\_\_

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Florida License No.: \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

12. As BIDDER, I hereby certify that I am aware and understand that the Town of Windermere at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all Bids, and/or to accept the lowest qualified, responsive and responsible Bid.

13. List the following in connection with the Surety which is providing the Bid Bond:

Surety's Name: \_\_\_\_\_

Surety's Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name and address of Surety's resident agent for service of process in Florida:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

END OF SECTION

## SECTION 00400A

### LOCAL AGENCY PROGRAM

The Bidder hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Bidder further declare that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.
5. The Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised, or paid cash or anything of value to any other Bidder or person, whether in connection with this or any other project in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.
6. The Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised to paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.
7. The Bidder has made a diligent inquiry of all members, officers, employees, and agents of the Bidder with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the Bidder has fully informed the TOWN in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), an all directors, officers, and employees of the firm and its affiliates for violation of federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material representation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.
9. The Bidder certifies that, except as noted below, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
  - a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

- b. Has within a three-year period preceding this certification has been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Is presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
  - d. Has within a three-year period preceding this certification had one or more federal, state or local government public transactions terminated for cause or default.
10. The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the TOWN.
11. The firm certifies that the bidder is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.

Where the Bidder is unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (12), the Bidder has provided an explanation by attached separate sheet.

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Company Name

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Authorized Signature

---

Printed Name

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Date

END OF SECTION



**SECTION 00401A**

**DRUG-FREE WORKPLACE CERTIFICATION**

**IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.037). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas 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 is 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.

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

Bidder: \_\_\_\_\_

Signed: \_\_\_\_\_

By: \_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

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

END OF SECTION





**SECTION 00401**

**QUESTIONNAIRE**

DATE: \_\_\_\_\_

PROJECT IDENTIFICATION: **TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA  
BID #2019-04  
THE WILLOWS MILLING AND RESURFACING/  
SIDEWALK IMPROVEMENTS**

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

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

CONTRACTOR'S FLORIDA LICENSE NO.: \_\_\_\_\_

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business as a (circle one) General Contractor/Subcontractor?

\_\_\_\_\_

2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Have you ever failed to complete work awarded to you? If so, where and why?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and your proposed solutions.

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5. Will you Subcontract any part of this Work? If so, describe which portions and approximate dollar value.

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6. Disclosure (Section 00200, Article 20). Complete and attach "Sworn Statement on Public Entity Crimes" (Section 00452).

7. State the true and exact, correct, and complete name under which you do business. BIDDER IS:

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8. Complete the following Table regarding experience with projects similar to the work proposed under this Contract.

Date of Contract	Name of Project & Location	Client's Name & Address (Include Contact Name and Phone #)	Amount of Contract

<b>Date of Contract</b>	<b>Name of Project &amp; Location</b>	<b>Client's Name &amp; Address (Include Contact Name and Phone #)</b>	<b>Amount of Contract</b>

END OF SECTION

SECTION 00430

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
as Principal, and \_\_\_\_\_  
as Surety, are hereby held and firmly bound unto the Town of Windermere, Orange County, Florida as  
Owner in the penal sum of, (5 percent of the Contract Bid) \_\_\_\_\_

\_\_\_\_\_  
(written amount in dollars and cents)

\_\_\_\_\_  
(\$ \_\_\_\_\_ )  
(figures)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,  
successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2019. The Condition of the  
above obligation is such that whereas the Principal has submitted to the Town of Windermere, Orange  
County, Florida a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in  
writing, for **BID #2019-04, THE WILLOWS MILLING AND RESURFACING/SIDEWALK  
IMPROVEMENTS, TOWN OF WINDERMERE, ORANGE COUNTY, FLORIDA.**

NOW THEREFORE

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators,  
successors and assigns to pay to Owner upon default of Bidder any difference between the total  
amount of Bidder's bid and the total amount of the bid of the next lowest, responsible and  
responsive bidder as determined by Owner for the Work required by the Contract Documents,  
provided that:
  - 1.1 If there is no such next lowest, responsible and responsive bidder, and Owner does not  
abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth  
on the face of this Bond, and
  - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set  
forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the  
Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed  
Amendment to the Agreement required by the Bidding Documents and any performance and  
payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding  
Documents (or any extension thereof agreed to in writing by Owner) the executed  
Amendment to the Agreement required by the Bidding Documents and any performance  
and payment bonds required by the Bidding Documents and Contract Documents, or
  - 3.2 All bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Intent to Award to Bidder within ninety (90) days from the  
time and date fixed for the opening of Bids (or any extension thereof agreed to in writing

by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond, a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BIDDER:	Strike out (X) non-applicable signature block and complete applicable block. All signatures must have their names printed or type below their signature.
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<b>If Bidder is SOLE PROPRIETORSHIP, complete this signature block.</b>	
<p>_____</p> <p style="text-align: center;">(Individual's Signature)</p> <p>_____</p> <p style="text-align: center;">(Individual's Signature)</p> <p>doing business as _____</p> <p>_____</p> <p style="text-align: center;">(Business Address)</p> <p>_____      _____</p> <p style="text-align: center;">(Telephone No.)      (Florida License No.)</p>	<p>(1) _____</p> <p style="text-align: center;">(Witness)</p> <p>(2) _____</p> <p style="text-align: center;">(Witness)</p> <p style="text-align: center; margin-top: 20px;"><b>(SEAL)</b></p>

If Bidder is **PARTNERSHIP**, complete this signature block.

_____	(1) _____
(Partnership Name)	(Witness)
_____	(2) _____
(General Partner's Signature)	(Witness)
_____	
(General Partner's Name)	
_____	
(Business Address)	
_____	
(Telephone No.)	
_____	
(Florida License No.)	
	(SEAL)



If Bidder is **CORPORATION**, complete this signature block.

\_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By: \_\_\_\_\_  
(Name of Person Authorized to Sign - See Note 1)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Corporation President)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone No.)

\_\_\_\_\_  
(Florida License No.)

(1) \_\_\_\_\_  
(Witness)

(2) \_\_\_\_\_  
(Witness)

**(SEAL)**

**SURETY**

<p>_____</p> <p style="text-align: center;">(Surety Business Name)</p> <p>_____</p> <p style="text-align: center;">(Principal Place of Business)</p> <p>By: _____</p> <p style="text-align: center;">(Surety Agent's Signature - See Note 2)</p> <p>_____</p> <p style="text-align: center;">(Surety Agent's Name)</p> <p>_____</p> <p style="text-align: center;">(Surety Agent's Title)</p> <p>_____</p> <p style="text-align: center;">(Business Name of Local Agent for Surety)</p> <p>_____</p> <p style="text-align: center;">(Business Address)</p> <p>_____</p> <p style="text-align: center;">(Telephone No.)      _____</p> <p style="text-align: center;">(Bond No.)</p>	<p>Witness: (If agency is not a Corporation)</p> <p>(1) _____</p> <p style="text-align: center;">(Witness)</p> <p>(2) _____</p> <p style="text-align: center;">(Witness)</p> <p>Attest: (If Agency is a Corporation)</p> <p>_____</p> <p style="text-align: center;">(Corporate Secretary Signature)</p> <p>_____</p> <p style="text-align: center;">(Corporate Secretary Name)</p> <p style="text-align: center;">(Corporate Seal)</p>
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**NOTES:**

- (1) Complete and attach "Corporate Authority to Execute Documents" if executed by any corporate employee other than president or vice-president.
- (2) Complete and attach a certified copy of "Power-of-Attorney" prepared by Surety appointing individual "Attorney-in-Fact" for execution of Bid Bond on behalf of Surety and corresponding notarized "Attorney-in-Fact".
- (3) Above addresses are to be used for giving required notice.
- (4) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
- (5) 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 where the project is located.

**ATTORNEY-IN-FACT AFFIDAVIT**

STATE OR COMMONWEALTH OF \_\_\_\_\_ )  
COUNTY OR TOWN OF \_\_\_\_\_ ) <sup>ss</sup>

Before me, a Notary Public, personally came \_\_\_\_\_ known to me, and known to be the Attorney-in-Fact of \_\_\_\_\_,

(Surety Company)

a \_\_\_\_\_ Corporation, which executed the attached bond as surety, who  
(State)

deposed and said that his signature and the corporate seal of said \_\_\_\_\_

\_\_\_\_\_  
(Surety Company)

were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of \_\_\_\_\_.

(Surety Company)

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
(Notary Public)

My Commission Expires \_\_\_\_\_

END OF SECTION

SECTION 00450

NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ )

ss

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

\_\_\_\_\_, being first duly sworn deposes and says that:

1. He (it) is the \_\_\_\_\_  
(Owner, Partner, Office, Representative or Agent)  
of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrains from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

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

Title: \_\_\_\_\_

Sworn and subscribed to before me

this \_\_\_ day of \_\_\_\_\_, 2019,

in the State of \_\_\_\_\_,

County of \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

END OF SECTION

**SECTION 00451**

**CERTIFICATION OF NONSEGREGATED FACILITIES**

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

Note:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date \_\_\_\_\_, 2019. \_\_\_\_\_

Official Address (including Zip Code): \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ (Title)  
\_\_\_\_\_

ATTACH AND INCLUDE AS PART OF PROPOSAL FORM; FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

END OF SECTION

**SECTION 00452  
(Page 1 of 2)**

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

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

1. This sworn statement is submitted to the Town of Windermere, Orange County, Florida by \_\_\_\_\_

\_\_\_\_\_  
(Print individual's Name & Title)

whose business address is \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_  
Name of Bidder (Contractor)

STATE OF \_\_\_\_\_

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

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_

\_\_\_\_\_  
(Name of Individual Signing)

who, after first being sworn by me, affixed his/her signature in the place provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

END OF SECTION

SECTION 00453

CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a construction contract proposed by the Town of Windermere, Orange County, Florida.

**Equal Opportunity Employment: The Contractor shall not discriminate on the basis of race, color, national origin, gender, age, handicapped status, veteran status, and/or religion in performing the work governed by this contract. The Town is an Equal Opportunity Employer (EOE) and as such encourages all contractors to comply with EOE regulations. Any subcontract the Contractor may enter into shall include this clause with the same degree of application being encouraged.**

I am the undersigned prospective construction contractor or subcontractor. I certify that...

- (1) I \_\_\_\_\_ have/ \_\_\_\_\_ have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause and
- (2) If I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I \_\_\_\_\_ have/ \_\_\_\_\_ have not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

Date: \_\_\_\_\_, 2019

By: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Name of Prospective Construction Contractor or Subcontractor)

\_\_\_\_\_  
(Address of Prospective Construction Contractor or Subcontractor)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Employer Identification Number)

END OF SECTION



SECTION 00501

CORPORATE AUTHORITY TO EXECUTE DOCUMENTS REQUIRED ONLY WHEN DOCUMENTS ARE EXECUTED BY A CORPORATE EMPLOYEE OTHER THAN A PRESIDENT OR VICE-PRESIDENT

I HEREBY CERTIFY that a meeting of the Board of Directors of \_\_\_\_\_ (Contractor's Corporate Name)

a corporation under the laws of the State of \_\_\_\_\_, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_ (signature of individual) (typed name of individual)

as \_\_\_\_\_ (title) of the corporation, is hereby authorized to execute

all documents required to be signed by an officer of the Corporation in order to submit a valid bid, contract and bond for \_\_\_\_\_ (Project Name) (Bid No.)

between the Town of Windermere, Orange County, Florida, a municipal corporation, and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

(CORPORATE SEAL)

\_\_\_\_\_. (Corporate Secretary)

STATE OF \_\_\_\_\_

TOWN OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019

by \_\_\_\_\_ (name of officer or agent, title of officer or agent), of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced identification \_\_\_\_\_ (type of identification) as identification and did/did not take an oath.

\_\_\_\_\_. (Notary Public)

My Commission Expires: \_\_\_\_\_



**TOWN OF WINDERMERE**

614 Main Street  
Windermere, FL 34786  
(407) 876-2563 (407) 876-0103 (Fax)

**NOTICE OF (INTENT TO) AWARD**

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Date: \_\_\_\_\_, 2019

Project: **TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA  
BID #2019-04  
THE WILLOWS MILLING AND RESURFACING/  
SIDEWALK IMPROVEMENTS**

Date of Bid Opening: \_\_\_\_\_ You are notified that your bid dated \_\_\_\_\_ 2019 for the above Contract has been considered and the OWNER, Town of Windermere, Orange County, Florida, expects to award you a contract for the above listed project.

The Contract Price of your contract is \_\_\_\_\_

\_\_\_\_\_  
(in words)

\_\_\_\_\_  
(in numbers)

Six (6) copies of each of the following proposed Contract Documents (except Project Manual and Drawings) accompany this Notice of Intent to Award:

- Amendment to the Agreement Between Owner and Contractor
- Performance Bond
- Payment Bond
- Certificate of Insurance and Endorsement - Workman's Compensation
- Certificate of Insurance and Endorsement - Comprehensive General Liability
- Notice of Intent to Award
- Indemnification Agreement

You must comply with the following conditions precedent to the award of the contract within ten (10) days of the date of this Notice of Intent to Award, that is by \_\_\_\_\_, 2019

1. You must deliver to the OWNER four (4) fully executed counterparts of the Amendment Agreement.
2. You must deliver with the executed Agreement, as Amended, the Payment and Performance Bonds in the form specified in the Bidding Documents.
3. You must provide in writing the correct name and address of the surety which is providing the Payment and Performance Bonds and the correct name and address of the surety's resident agent for service of process in Florida.
4. You must deliver with the executed Agreement completed Certificates and Endorsements of Insurance in the forms specified in the Bidding Documents.

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your Bid abandoned, to annul this Notice of Intent to Award, and to declare our Bid Security forfeited.

Within ten (10) days after you comply with these conditions, the OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

<p>OWNER: <b>TOWN OF WINDERMERE</b></p> <p>_____</p> <p>(Authorized Signature)</p> <p><u>Robert Smith</u> <u>Town Manager</u> (title)</p>	<p style="text-align: center;"><u>Acknowledge Receipt of Notice</u></p> <p>CONTRACTOR: _____</p> <p>By: _____</p> <p style="text-align: center;">(Signature)</p> <p>_____</p> <p style="text-align: center;">(Print or Type Name)</p> <p>_____</p> <p style="text-align: center;">(Title)</p> <p>_____</p> <p style="text-align: center;">(Date)</p>
---	--

END OF SECTION

**SECTION 00520**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019 by and between the Town of Windermere, Orange County, Florida, a municipal corporation, hereinafter called the OWNER, and \_\_\_\_\_, hereinafter called the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA**

**BID # 2019-04**

**THE WILLOWS MILLING AND RESURACING/  
SIDEWALK IMPROVEMENTS**

The project includes the construction of underdrains, as described in the bid form and other contract documents.

**ARTICLE 2. ENGINEER**

The Project has been designed by Michael Galura Engineering Consultants, LLC (PE) who is hereinafter called ENGINEER and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3. CONTRACT TIME**

- 3.1 The Work shall be Finally Completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **one hundred eighty (180)** consecutive calendar days from the effective date of the Notice to Proceed as provided in paragraph 2.3 of the General Conditions (Commencement of Contract Time; Notice to Proceed). However, the Contractor will only be allowed seventy (70) on-site construction work days (from 7:00 am to 7:00 pm) during a continuous 10-week period in order to minimize traffic congestion along this key collector roadway. A mobilization period is being provided within the above ninety (90) day time of completion to provide advance time for materials (i.e., inlets, manholes, pipe, etc.) ordering and shipment.
- 3.2 As provided in paragraphs 3.1 and 3.2 above, the Work will be substantially completed on or before \_\_\_\_\_, 2019, and completed and ready for final payment on or before \_\_\_\_\_, 2019.
- 3.3 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 completed within the times specified in paragraph 3.3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions (Final Payment and Acceptance). They also recognize the delays, expense

and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed 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 Five Hundred dollars (\$500.00) for each day that expires beyond the time specified in paragraph 3.3 above for final completion (readiness for final payment).

- 3.4 In addition to the liquidated damages, there shall be additional damages paid by the Contractor to the Owner for inexcusable delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards owed by Owner to others, inspection and engineering services, delay penalties, fines or penalties imposed by regulatory agencies, contract damages, and professional fees (including attorneys' fees) incurred by Owner in connection with such settlements, awards, delay penalties, regulatory fines or penalties, and contract damages.

#### **ARTICLE 4. CONTRACT PRICE**

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the unit prices and lump sum prices (if any) presented on the Bid Form, Schedule of Bid Items attached to this Agreement.
- 4.2 The CONTRACTOR agrees that the Contract Price is a stipulated sum except with regard to those items in the Bid which are subject to unit prices and agrees to perform all of the WORK as described in the CONTRACT DOCUMENTS, subject to additions and deductions by Change Order, and comply with the terms therein for the prices stated in the attached Bid Schedule of the Bid Form.

#### **ARTICLE 5. PAYMENT PROCEDURES**

CONTRACTOR shall submit applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 *Progress Payments.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER on or before the tenth day after the end of each month for which payment is requested as provided in paragraphs 5.1.1 and 5.1.2 below. All such progress payments will be on the basis of the progress of the Work measured by the Schedule of Values established in paragraph 2.9 of the General Conditions (Finalizing Schedules) (and in the case of Unit Price, Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 5.1.1 Prior to Substantial Completion (paragraph 3.3 above), progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions (Review of Application for Progress Payments).

Ninety percent (90%) of the value of Work completed, and ninety percent (90%) of the value of materials and equipment not incorporated into the Work but delivered and suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions; with the balance of the value of the Work being retainage. At the sole discretion of the Owner, after fifty percent (50%) of the Work is completed, further monthly progress payments may be made in full, with no additional retainage, provided

that: (a) Contractor is making satisfactory progress, and (b) Contractor is in full compliance with the currently accepted progress schedule, and (c) there is no specific cause for greater withholding. However, the Owner may subsequently resume retaining a percentage (not-to-exceed the amount allowed by Florida Statutes) of the value of Work completed and materials delivered if, in the sole determination of the Owner, the Contractor is not performing according to the Contract Documents or not complying with the current progress schedule.

- 5.2 Final Payment - Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions (Final Payment and Acceptance), as supplemented, OWNER shall pay Contractor an amount sufficient to increase total payments to 100 percent of the Contract Price. However, not less than two percent (2%) of the contract price shall be retained until Record Drawings, specifications, addenda, modifications and shop drawings, including any required manufacturers instructional and parts manuals, are delivered to and accepted by the ENGINEER.

#### **ARTICLE 6. INTEREST**

All monies not paid when due as provided in Article 14 of the General conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

#### **ARTICLE 7. CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishings of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Section 00300 "Information Available to Bidders". CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
- 7.5 CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect costs, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of

construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.8 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 7.9 CONTRACTOR shall perform work with a value of not less than fifty percent (50%) of the Contract Price with his own forces.

#### **ARTICLE 8. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Amended Agreement (Section 00520) (pages 1 to 7, inclusive).
- 8.2 Exhibits to this Amended Agreement (sheets \_\_\_\_\_ to \_\_\_\_\_, inclusive).
- 8.3 Performance Bond, Payment Bonds and Certificate of Liability Insurance (Sections 00610, 00611 and 00620, respectively).
- 8.4 Notice to Award and Notice to Proceed (Sections 00510 and 00550, respectively).
- 8.5 General Conditions (Section 00700 – EJCDC - ASCE - ACEC Document STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (2013 Edition) as modified and supplemented.
- 8.6 Supplementary Conditions (Section 00800).
- 8.7 Project Manual bearing the general title "**TOWN OF WINDERMERE, ORANGE COUNTY, FLORIDA, BID # 2019-04, THE WILLOWS MILLING AND RESURFACING/SIDEWALK IMPROVEMENTS**", and dated March 2019" and consisting of Divisions listed in the Table of Contents thereof.
- 8.8 Drawings consisting of a cover sheet and the sheets bearing the following general title:  
**TOWN OF WINDERMERE, ORANGE COUNTY, FLORIDA**  
**BID #2019-04**  
**THE WILLOWS MILLING AND RESURFACING/SIDEWALK IMPROVEMENTS**
- 8.9 Addenda numbers \_\_\_ to \_\_\_, inclusive.

- 8.10 CONTRACTOR's Bid Documents
- 8.11 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All applicable provisions of State and Federal Law, all Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs and the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Article 3 of the Standard General Conditions.

#### **ARTICLE 9. MISCELLANEOUS**

- 9.1 Terms used in this Amended Agreement which are defined in Article 1 (Definitions) of the General Conditions shall have the meanings indicated in the General Conditions, as modified in the Supplementary Conditions.
- 9.2 No assignment by a party hereto of any rights under, or interests in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Florida or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 9.4 Waiver of Jury Trial; Legal Costs. It is mutually agreed by and between the Contract and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement.
- 9.5 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.



IN WITNESS WHEREOF, the parties hereto have signed this Amended Agreement. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on his behalf.

This Agreement will be effective on \_\_\_\_\_, 2019.

OWNER:

CONTRACTOR:

**THE TOWN OF WINDERMERE  
IN ORANGE COUNTY, FLORIDA**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
(Title)

Name: \_\_\_\_\_  
(Type)

Title: \_\_\_\_\_  
(SEAL)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

FOR USE AND RELIANCE ONLY BY THE TOWN OF WINDERMERE, ORANGE COUNTY, FL	
Address for giving notices: (Owner) _____ _____ _____ (Phone) _____	Address for giving notices: (Contractor) _____ _____ _____ _____
Approved as to form and legality _____, 2019.	Florida State Contractor's License No. _____
_____ Town Attorney Town of Windermere	Agent for Service of Process: _____ _____

SECTION 00540

INDEMNIFICATION AGREEMENT

Town: TOWN OF WINDERMERE, ORANGE COUNTY, FLORIDA

Engineer: MICHAEL GALURA ENGINEERING CONSULTANTS, LLC  
ORLANDO, FLORIDA

Contract  
Description: TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA  
BID #2019-04  
THE WILLOWS MILLING AND RESURFACING/  
SIDEWALK IMPROVEMENTS

Hold Harmless/Indemnification: The Contractor hereby agrees that 5 percent of its total bid price for this contract represents the consideration which is being paid to the Contractor for this Hold Harmless / Indemnification of the Town and Town's Engineer. To the fullest extent permitted by laws and regulations, for the above referenced consideration included in Contractor's total bid price, the Contractor shall defend, indemnify, and hold harmless the Town and Town's Engineer (Michael Galura Engineering Consultants, LLC), its officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of commission, omission or negligence in the performance of the Work by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable.

In any and all claims against the Town or Engineer, or any of their officers, directors, agents, or employees by any employee of the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Town or Engineer, the Contractor, or any of his subcontractors.

Subrogation: The Contractor and his subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the Town and the Town's Engineer.

Nothing in this Indemnification Agreement shall be deemed to affect the rights, privileges and immunities of the Town as set forth in Florida Statutes 768.28.

The Indemnifications contained herein shall survive the expiration or earlier termination of the Contract Agreement.

\_\_\_\_\_  
Name of Organization (Contractor)

By: \_\_\_\_\_  
Owner or Officer

\_\_\_\_\_  
Date

END OF SECTION

**SECTION 00550**  
**NOTICE TO PROCEED**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Contractor)

DATE: \_\_\_\_\_

RE: Notice to Proceed on Project:

**TOWN OF WINDERMERE**  
**ORANGE COUNTY, FLORIDA**  
**BID #2019-04**  
**THE WILLOWS MILLING AND RESURFACING/  
SIDEWALK IMPROVEMENTS**

You are notified that the Contract Time under the above contract will commence to run on \_\_\_\_\_, 2019. On that date you are to start performing the Work and your other obligations under the Contract Documents. Based on the Contract Time stated in the Agreement, we calculate that the dates of Substantial Completion and Final Completion are \_\_\_\_\_, 2019 and \_\_\_\_\_, 2019, respectively.

Work at the site must be started by \_\_\_\_\_, 2019 as indicated in the Contract Documents.

Enclosed is one (1) set of Conformed Drawings and one (1) bound copy of the Conformed Project Manual.

<p>OWNER: TOWN OF WINDERMERE, ORANGE COUNTY, FL</p>  <p>_____ (Authorized Signature)</p> <p>Robert Smith (print or type name) Town Manager (Title)</p> <p>Acct. No.: _____</p>	<p style="text-align: center;"><u>Acknowledge Receipt of Notice</u></p> <p>CONTRACTOR: _____</p> <p>By: _____ (Signature)</p> <p>_____ (print or type name)</p> <p>_____ (Title)</p> <p>_____ (Date)</p>
--	---

Copy to Engineer (Use Certified Mail, Return Receipt Requested)

END OF SECTION

**SECTION 00600**

**100% PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_,  
\_\_\_\_\_, Florida, hereinafter referred to  
as the CONTRACTOR, as Principal, and \_\_\_\_\_,  
\_\_\_\_\_, State of Florida, hereinafter  
called SURETY, as Surety, are held and firmly bound unto the Town of Windermere, Orange County,  
Florida, A Political Subdivision of Orange County, State of Florida, as obligee in the full and just sum of  
\$ \_\_\_\_\_,  
\_\_\_\_\_ DOLLARS, representing one hundred percent  
(100%) of the amount of the total Contract Price, lawful money of the United States of America, to the  
payment of which sum, well and truly to be made, the CONTRACTOR and SURETY bind themselves,  
their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly  
and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has entered into a certain written Contract with the "TOWN"  
dated the \_\_\_\_\_ for the \_\_\_\_\_  
\_\_\_\_\_ with the conditions and provisions as are further described in the aforementioned Contract, which  
Contract is by reference made a part hereof for the purpose of explaining this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that if Contractor shall  
fully, promptly and faithfully perform said Contract and all obligations thereunder, including all obligations  
imposed by the Contract Documents (which include the Notice to Bidders, Instructions to Bidders,  
Proposal Bid Form, General Conditions and Detail Specifications, Form(s) of Contract Bond(s), Plans and  
Specifications, and such alterations thereof as may be made as provided for therein) and shall promptly  
make payments to all claimants for any and all labor and material used or reasonably required for use or  
furnished in connection with the performance of said Contract, and shall perform all other covenants and  
obligations of this Bond, then this obligation shall be void; otherwise, it shall remain in full force and effect.

1. The undersigned shall indemnify and save harmless said Owner against and from all costs, expenses and damages, including litigation costs and attorney's fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said Contractor, his agents, servants or employees in the execution or performance of said Contract.

2. The undersigned shall promptly make payment to all persons supplying services, labor, material or supplies used directly or indirectly by said Contractor, or any subcontractor or subcontractors, in the prosecution of the work provided for in said Contract.
3. The undersigned agree to promptly pay to the Owner any difference between the sum to which the Contractor would be entitled on the completion of the Contract and the sum which the Owner may be obligated to pay for the completion of said work by Contract or otherwise, including any damages, direct or indirect, or consequential, which the Owner may sustain by reason of the failure of the Contractor to properly and promptly perform and abide by all of the provisions of said Contract.
4. The undersigned covenant and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same shall in any way affect their obligation under this Bond and they do hereby expressly waive notice of any such change, extension of time, alteration or addition.
5. Subject to the Owner's priority, any claimant furnishing labor or materials for said job, whose claim remains unpaid for more than ninety (90) days after the due date, shall have a direct right of action against the Principal and Surety under this obligation, after the written notice of the performance or work, labor or delivery of such materials and non-payment thereof to the Contract.
6. The Contractor shall save the Town 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 years from the date of initial acceptance. The Principal and Surety acknowledges that Section 255.05 of the Florida Statutes states:

*Any person entering into a formal contract with the State or any county, city, town, or political subdivision thereof, or other public authority for the construction of any public building, for the prosecution and completion of any public work, or for repairs upon any public building or public work shall be required, before commencing the work, to execute a payment and performance bond with a surety insurer authorized to do business in this state as surety.*

*A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a notice that he intends to look to the bond for protection.*

*A claimant who is not in privity with the Contractor who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after the performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.*

*No action for the labor, materials, or supplies may be instituted against the Contractor or the Surety unless both notices have been given.*

*No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.*

*The payment provisions of all bonds furnished for public work contracts described above shall, regardless of form, be construed and deemed statutory bond provisions, subject to all requirements as stated above.*

*All bonds executed pursuant to this section shall make reference to this section by number, and shall contain reference to the notice and time limitation provisions of this section.*

The above statutory requirement language shall not reduce or otherwise limit the Contractor's and Surety's liabilities and obligations to the Town as otherwise provided herein.

Signed and sealed this the \_\_\_\_ day of \_\_\_\_\_, 2019.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)  
(SEAL)

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)  
(SEAL)

COUNTERSIGNED:

\_\_\_\_\_  
(Title)

STATE OF )  
COUNTY OF ) ss  
TOWN OF )

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

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

to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for \_\_\_\_\_ as Surety, and that he has been authorized by said Surety to execute the foregoing Performance and Payment Bond on behalf of the (Contractor) Principal named therein in favor of the Owner.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_; A.D., 2019.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission expires:  
\_\_\_\_\_

END OF SECTION

**SECTION 00611**

**CONSTRUCTION PAYMENT BOND**

**TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA**

**BID #2019-04**

**THE WILLOWS MILLING AND RESURFACING/  
SIDEWALK IMPROVEMENTS**

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond; that \_\_\_\_\_

who signed the said Bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know (his, her) signature, and (his, her) signature thereto is genuine, and that said Bond were duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
Secretary

(Corporate Seal)

Attach a Certificate of Insurance and/or Policy Binder indicating that Contractor has obtained Comprehensive General Liability, Automobile Liability, Worker's Compensation Insurance and all other required insurance.



(SURETY COMPANY LETTERHEAD)

\_\_\_\_\_, 2019

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

RE: Authority to Date Bond and Power of Attorney

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

Project Name:

**TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA**

**BID # 2019-04**

**THE WILLOWS MILLING AND RESURFACING/  
SIDEWALK IMPROVEMENTS**

Dear Sir/Madam:

Please be advised that as Surety, on the above referenced bond, executed in your behalf, for the captioned project, you are hereby authorized, to date the bonds and the powers of attorney concurrent with the date of the contract.

Best Regards,

\_\_\_\_\_  
(Surety Company's Name)

\_\_\_\_\_  
Attorney-in-Fact and  
Florida Resident Agent

END OF SECTION

TOW-055/1.0 (6/10/19)  
00611-2

**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YY):**

PRODUCER:  Phone No.	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE POLICIES BELOW  COMPANIES AFFORDING COVERAGE  COMPANY A  COMPANY B  COMPANY C  COMPANY D
----------------------------	---

**COVERAGES**  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EFFECTIVE DATE (MM/DD/YY)	LIMITS
	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> ~ CLAIMS MADE - OCCUR <input type="checkbox"/> OWNER'S & CONTRACTORS PROT				GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PERSONAL & ADVERT. INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 500,000 MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE \$ 1,000,000
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EACH ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 \$
	<input type="checkbox"/> WORKERS COMPENSATION & EMPLOYERS LIABILITY  THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE: INCL <input type="checkbox"/> EXCL <input type="checkbox"/>				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EACH EMPLOYEE \$ 100,000 EMPLOYERS LIABILITY \$ 1,000,000
	<input type="checkbox"/> OTHER <input type="checkbox"/> BUILDERS RISK COVERAGE <input type="checkbox"/> EXPLOSION, COLLAPSE, & UNDERGROUND COVERAGES				AT ANY ONE LOCATION \$ 25,000 AT ANY ONE LOCATION \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL TERMS:

CERTIFICATE HOLDER, OFFICERS, EMPLOYEES, ENGINEERS & CONSULTANTS ARE LISTED AS AN ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY, AUTOMOBILE, AUTOMOBILE LIABILITY AND BUILDERS RISK.

ADDITIONAL INSURED:

PROFESSIONAL ENGINEERING CONSULTANTS, INC		
---	--	--

CERTIFICATE HOLDER:	CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL .5_ (CALENDAR) DAYS WRITTEN NOTICE OF THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE:

SECTION 00621

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER's Project No. \_\_\_\_\_

ENGINEER's Project No. \_\_\_\_\_

TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA

BID # 2019-04

THE WILLOWS MILLING AND RESURFAING/  
SIDEWALK IMPROVEMENTS

CONTRACTOR \_\_\_\_\_  
Contract For \_\_\_\_\_  
Contract Date \_\_\_\_\_

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To \_\_\_\_\_  
Owner

And To \_\_\_\_\_  
Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

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

A tentative 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 all the Work in accordance with the Contract Documents. When this Certificate applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within \_\_\_\_\_ days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

\_\_\_\_\_  
The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

RESPONSIBILITIES:

OWNER \_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following documents are attached to and made a part of this Certificate:

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

Executed by ENGINEER on \_\_\_\_\_, 2019.

\_\_\_\_\_  
(Engineer)

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

The CONTRACTOR accepts this Certificate of Substantial Completion on:

\_\_\_\_\_, 2019.

\_\_\_\_\_  
(Contractor)

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

END OF SECTION

\* Adjustment as of  
Change Order No. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Short title of Change Order)

**SECTION 00622**  
**CHANGE ORDER FORM**  
**TOWN OF WINDERMERE**  
**ORANGE COUNTY, FLORIDA**  
**BID # 2019-04**

**THE WILLOWS MILLING AND RESURFACING/  
SIDEWALK IMPROVEMENTS**

DATE: \_\_\_\_\_ CHANGE ORDER NO.: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_  
OWNER: TOWN OF WINDERMERE AGREEMENT DATE: \_\_\_\_\_  
ORANGE COUNTY, FLORIDA

The following changes are hereby made to the CONTRACT DOCUMENTS:

---

Original CONTRACT PRICE	\$ _____
Current CONTRACT PRICE ADJUSTED by previous CHANGE ORDER*	\$ _____
Net (Increase)(Decrease) Resulting from this CHANGE ORDER	\$ _____
The current CONTRACT PRICE including this CHANGE ORDER	\$ _____
ORIGINAL CONTRACT TIME: _____ Date _____	
Current CONTRACT TIME adjusted by previous CHANGE ORDERS*	Date _____
Net (Increase)(Decrease) Resulting from this CHANGE ORDER	Days _____
Current CONTRACT TIME Including this CHANGE ORDER	Date _____

CHANGES ORDERED:

I. GENERAL

This Change Order is necessary to cover changes in the Work to be performed under this Contract. The GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS apply to and govern all Work under this Change Order.

Change Order No. \_\_\_\_\_

II. REQUIRED CHANGES

III. JUSTIFICATION

IV. PAYMENT

V. NARRATIVE OF NEGOTIATIONS

VI. APPROVAL AND CHANGE AUTHORIZATION

---

---

Acknowledgements:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not 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 contract other than matters expressly provided herein.

CONTRACTOR acknowledges, by its execution and acceptance of this Change Order, that the adjustments in Contract Price and Time shown hereon constitute full and complete compensation and satisfaction for all costs and modifications of performance time incurred by the CONTRACTOR as a result of this Change Order. No other claim for increased costs of performance or modifications of time will be granted by the OWNER for the Work covered by this Change Order. The CONTRACTOR hereby waives and releases any further claims for cost or time against the OWNER arising from or relating to the matters or Work set forth or contemplated by this Change Order.

Change Order Request by: Town of Windermere, Orange County, Florida

Change(s) Ordered by: \_\_\_\_\_

RECOMMENDED BY: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

Michael Galura Engineering Consultants, LLC  
Engineer

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

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

Title: \_\_\_\_\_

APPROVED BY:

Town of Windermere, Orange County, Florida  
Owner

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

\_\_\_\_\_  
Contractor

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

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

Change Order No. \_\_\_\_\_

END OF SECTION

**NOTE: FORM (00623) WILL BE PROVIDED TO CONTRACTOR AT THE PRECONSTRUCTION CONFERENCE MICROSOFT WORD FORMAT.**



**PERIODIC ESTIMATE FOR PARTIAL PAYMENT**

<b>Owner: <u>Town of Windermere - Bid #1219-04</u></b> <b>Project Name: <u>The Willows Milling and Resurfacing/Sidewalk Improvements</u></b>  <b>Project No: <u>TOW-055/1.0</u></b>	<b>Name of Contractor: _____</b> <b>Address: _____</b>  <b>Contractor's Project No.: _____</b>	<b>FOR PAY PERIOD</b>  _____ to _____	<b>PERIODIC ESTIMATE NO.</b>  _____
--	---	---	---

2. Schedule of Contract Change Orders				Additions to Original Contract Price		Deductions From Cont. Price As Shown On Change Orders (7)
Contract Change Order		Related Item	Description (4)	Cost of Items Added By C.O. (5)	Cost of C.O. Items Completed to Date (6)	
No.	Date (2)					
<b>TOTALS</b>						

3.	ANALYSIS OF ADJUSTED Contract AMOUNT TO DATE	
	A. Original Contract Amount (Subtotal Col. 5 PART 1) .....	\$
	B. Plus: Additions Scheduled in Column 5 Above. ....	+
	C. Less: Deductions Scheduled in Column 7 Above. ....	-
	D. Adjusted Contract Amount to Date. ....	\$
4.	ANALYSIS OF Work PERFORMED	
	A. Cost of Original Contract Work Performed to Date (Subtotal Col. 7 PART 1).....	\$
	B. Extra Work Performed to Date (Total Col. 6 above) .....	\$
	C. Total Cost of Work Performed to Date. ....	\$
	D. Less: Amount Retained: <input type="checkbox"/> % Cost of Work Performed to Date (Line 4c) <input type="checkbox"/> Fixed Amount .....	-
	Net Amount Earned on Contract Work to Date. ....	\$
	F. Add: Material Stored at Close of this Period (90% of _____) .....	+
	G. Subtotal of E. and F. ....	\$
	H. Less: Amount of Previous Certificates for Payment. ....	-
	I. Balance Due this Payment. ....	\$

5. CERTIFICATE OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amount shown on the face of the Periodic Estimate for partial Payment are correct; that all Work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alternations, and/or additions; that are foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by this Periodic Estimate that no part of the "Balance Due This Payment" has been received, and that the undersigned and his Sub Contractors have - (check applicable line).

Complied with all the labor provisions of said Contract.

Complied with all the labor provisions of said Contract except in those instances where an honest dispute exists with respect to said labor provisions.

**Contractor:** \_\_\_\_\_ **By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

6. CERTIFICATION OF ARCHITECT OR ENGINEER

I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and believe it is a true and correct statement of Work performed and/or material supplied by the Contractor;

that all Work and/or material included in this Periodic Estimate has been inspected by me and/or duly authorized representative or assistants and that is has been performed and/or supplied in full accordance with requirements of the referenced Contract;

all Work and/or material included in this Periodic Estimate has been inspected and verified by the Town's Field Representative.

And that partial payment claimed and requested by the Contractor is correctly computed on the basis of Work performed and/or material supplied to date.

**Company Name:** \_\_\_\_\_ **Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Architect or Engineer)

7. PREPAYMENT CERTIFICATION BY FIELD ENGINEER

I certify that to the best of my knowledge and belief that all Work and/or materials under the Contract has been inspected by me and that it has been performed and or supplied in full accordance with the requirements of the Contract. Further, I have checked this estimated against the notes and reports of my inspections of the project, and the periodic reports submitted by the Architect/Engineer. It is my opinion that the statement of Work performed and/or materials supplied is accurate, that the Contractor is observing the requirements of the Contract, and that the Contractor should be paid the amount requested above.

**Town's Field Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

8. APPROVED FOR PAYMENT

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Town of Windermere



**PERIODIC ESTIMATE FOR PARTIAL PAYMENT**

Owner: Town of Windermere - Bid #1219-04  
 Project Name: The Willows Milling and Resurfacing/Sidewalk Improvements  
 Project No: TOW-055/1.0

Name of Contractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contractor's Project No.: \_\_\_\_\_

FOR PAY PERIOD  
 \_\_\_\_\_  
 to  
 \_\_\_\_\_

PERIODIC ESTIMATE NO.  
 \_\_\_\_\_

1. COST OF Work COMPLETED TO DATE UNDER ORIGINAL Contract ONLY.

Entries must be limited to Work and costs under the original Contract only.  
 (Work and cost data under change orders is to be shown in Part 2 of this form.)

Columns (6) and (7). Show all Work completed to date under original Contract.  
 Column (8). Enter the difference between entries in columns (5) and (7).  
 Column (9). Show percent ratio of column (7) to column (5).

Item No. (1)	Description of Item (2)	Contract			Complete to Date		Cost of Uncompleted Work (8)	% Comp (9)
		Quantity (3)	Cost Per Unit (4)	Total Cost of Item (5)	Quantity (6)	Total Cost (7)		
<b>SUBTOTAL</b>								
<b>CHANGE ORDER ADJUSTMENTS TO DATE</b>								
	Change Order No. 1							
	Change Order No. 2							
	Change Order No. 3							
<b>TOTAL:</b>								



**SECTION 00640A**

**RELEASE OF LIEN  
(PROGRESS PAYMENT)**

**WAIVER OF RIGHT TO CLAIM AGAINST  
THE PAYMENT BOND (PROGRESS PAYMENT)  
(Section 255.05)**

The undersigned, in consideration of the sum of \$ \_\_\_\_\_, hereby waives its right to claim against the payment bond for labor, services, or materials furnished through (insert date) to \_\_\_\_\_ (insert the name of your customer) on the job of \_\_\_\_\_ (insert name of the owner), for improvements to the following described project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Description of project)

This waiver does not cover any retention or any labor, services, or materials furnished after the date specified.

DATED on \_\_\_\_\_, 2019.

\_\_\_\_\_  
(Claimant)

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

END OF SECTION

**SECTION 00640B**

**RELEASE OF LIEN  
(FINAL PAYMENT)**

**WAIVER OF RIGHT TO CLAIM AGAINST  
THE PAYMENT BOND (FINAL PAYMENT)  
(Section 255.05)**

The undersigned, in consideration of the final payment in the amount of \$ \_\_\_\_\_ hereby  
waives its right to claim against the payment bond for labor, services, or materials furnished to \_\_\_\_\_  
\_\_\_\_\_ (insert the name of your customer) on the job of \_\_\_\_\_  
\_\_\_\_\_ (insert name of the owner), for improvements to the following described  
project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Description of Project)

DATED on \_\_\_\_\_, 2019.

\_\_\_\_\_  
(Claimant)

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

END OF SECTION

SECTION 00650

FINAL CONTRACTOR'S AFFIDAVIT

STATE OF \_\_\_\_\_

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

Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, after being duly sworn, deposes and says that:

- 1. Affiant is the \_\_\_\_\_ of \_\_\_\_\_ hereinafter called "Contractor" and as such makes this affidavit upon personal knowledge.
- 2. This affidavit is made pursuant to Section 713.06(3)(d)(1) Florida Statutes for the purpose of inducing final payment from to Contractor for work done at (legal description):

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

pursuant to the contract or invoice dated \_\_\_\_\_.

- 3. All laborers, material, men and subcontractors who worked for Contractor under said contract have been paid in full, except for those listed below:

\_\_\_\_\_  
Contractor  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ (name), as \_\_\_\_\_ (title) of \_\_\_\_\_ (name of corporation), a (State) corporation, on behalf of the corporation. He/She [please check as applicable] /\_\_\_\_\_/ is personally known to me, or has produced /\_\_\_\_\_/ his/her \_\_\_\_\_ (state) driver's license, or /\_\_\_\_\_/ his/her \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
NOTARY PUBLIC, STATE OF \_\_\_\_\_  
\_\_\_\_\_  
(Commission Expiration Date)

END OF SECTION

**SECTION 00670**

**CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of the Town of Windermere in Orange County, Florida do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Signed: \_\_\_\_\_(SEAL)

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

END OF SECTION



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

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



Endorsed by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.1 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer



has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.2 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
    - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### **2.1 *Delivery of Bonds and Evidence of Insurance***

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.2 *Copies of Documents***

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### **2.3 *Before Starting Construction***

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and

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

#### 2.4 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### 2.5 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

#### 2.6 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

### ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

#### 3.1 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

#### 3.2 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

#### 3.3 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
  - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.4 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.



### 3.5 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.1 *Commencement of Contract Times; Notice to Proceed*

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

### 4.2 *Starting the Work*

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

### 4.3 *Reference Points*

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

### 4.4 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.5 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. abnormal weather conditions;
  3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

## **ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.1 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **5.2 *Use of Site and Other Areas***

#### **A. *Limitation on Use of Site and Other Areas:***

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.3 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.4 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
  2. is of such a nature as to require a change in the Drawings or Specifications; or
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
  - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
  - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.5 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
  - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

## 5.6 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.



- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6 – BONDS AND INSURANCE

### 6.1 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

### 6.2 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

### 6.3 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  2. claims for damages insured by reasonably available personal injury liability coverage.
  3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
  - 1. include at least the specific coverages provided in this Article.
  - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.4 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

#### 6.5 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
  - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
  6. extend to cover damage or loss to insured property while in transit.
  7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  8. allow for the waiver of the insurer's subrogation rights, as set forth below.
  9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

## 6.6 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

## 6.7 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the



policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

## **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

### **7.1 *Supervision and Superintendence***

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### **7.2 *Labor; Working Hours***

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

### **7.3 *Services, Materials, and Equipment***

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

#### 7.4 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

- 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

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

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
- 3) it has a proven record of performance and availability of responsive service; and
- 4) it is not objectionable to Owner.

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

- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

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

- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

## 7.5 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and
      - 3) be suited to the same use as that specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
      - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    - c. will identify:
      - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
  - C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
  - D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
  - E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
  - F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

#### 7.6 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.7 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.8 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

## 7.9 *Taxes*

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

## 7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

## 7.11 *Record Documents*

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

## 7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
  - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
  - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
  - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
  - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
  - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.13 *Safety Representative*

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

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or



exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
  5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
  6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
  7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## **ARTICLE 8 – OTHER WORK AT THE SITE**

### **8.1 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

## 8.2 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

## 8.3 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9 – OWNER'S RESPONSIBILITIES**

### **9.1 *Communications to Contractor***

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

### **9.2 *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

### **9.3 *Furnish Data***

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

### **9.4 *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### **9.5 *Lands and Easements; Reports, Tests, and Drawings***

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### **9.6 *Insurance***

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

### **9.7 *Change Orders***

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.8 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.9 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.1 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.2 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during



or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.3 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.4 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.5 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.6 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

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

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.8 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

#### 10.9 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

### **ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

#### 11.1 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.2 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.3 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

#### 11.4 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
    - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.5 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.6 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.7 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

#### 11.8 *Notification to Surety*

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

### **ARTICLE 12 – CLAIMS**

#### 12.1 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.1 Cost of the Work**

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
  1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes



other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

### 13.2 Allowances

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

- B. *Cash Allowances*: Contractor agrees that:
  - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### 13.3 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

**ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

14.1 *Access to Work*

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

14.2 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.3 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.4 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.5 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.6 *Owner May Stop the Work*

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

14.7 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## **ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

### **15.1 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. the Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;
  - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount



remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

#### 15.2 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 15.3 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.4 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

#### 15.5 *Final Inspection*

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

#### 15.6 *Final Payment*

- A. *Application for Payment:*
  - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

**B. *Engineer's Review of Application and Acceptance:***

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

**C. *Completion of Work:*** The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

**D. *Payment Becomes Due:*** Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

#### 15.7 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

#### 15.8 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such other adjacent areas;
  - 2. correct such defective Work;
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

### **16.1 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.2 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

### 16.3 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

### 16.4 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

### **17.1 *Methods and Procedures***

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
  - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  - 2. agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18 – MISCELLANEOUS**

### **18.1 *Giving Notice***

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### **18.2 *Computation of Times***

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

### **18.3 *Cumulative Remedies***

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

18.4 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.5 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.6 *Survival of Obligations*

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

18.7 *Controlling Law*

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

18.8 *Headings*

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



## SECTION 00800A

### SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC, ACEC, ASCE, NSPE, 2013 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

#### ARTICLE 1. DEFINITIONS AND TERMINOLOGY

- SC-1.101.A Add the following sentence at the end of Paragraph 1.01.A of the General Conditions:
- "The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof."
- SC-1.101.A.12 Add the following language at the end of the first sentence of Paragraph 1.101.A.12.
- ", including the Invitation To Bid and the Instructions to Bidders."
- SC-1.01.A.40 Insert the following at the end of the definition:
- "For the purposes of this Work, Substantial Completion shall mean the successful completion of Demonstration Testing."
- Add the following new paragraphs at the end of Article 1.01.A of the General Conditions:
- SC-1.01.A.49 Apparent Successful Bidder - The Bidder submitting the lowest Bid at the Bid Opening without correction of numerical discrepancies or determination of responsiveness or responsibility.
- SC-1.01.A.50 Approve, Approval, Approved - A limited, conditional or qualified permission to use material, equipment or methods and which interprets the work depicted on a submittal (i.e. shop drawings) from the Contractor to be in general conformance with the design concept and in general compliance with the contract document requirements.
- SC-1.01.A.51 Bidder - An individual, firm or corporation submitting a proposal and bid for the Work contemplated, acting directly or through a duly authorized representative.
- SC-1.01.A.52 Town - Same as OWNER
- SC-1.01.A.53 Compensable Delay - Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by Owner.
- SC-1.01.A.54 Conditions of the Contract - The combined General Conditions and Supplementary Conditions.

- SC-1.01.A.55 Correction Period - The time during which the CONTRACTOR must correct defective Work or remove defective Work from the site and replace it with nondefective Work, all at no cost to the OWNER, pursuant to Paragraph 13.07 of the General Conditions, as supplemented.
- SC-1.01.A.56 Demonstration Testing - A predefined trial period required as a condition and prerequisite of substantial completion during which CONTRACTOR is to operate the entire Work (or any part thereof agreed to by the OWNER) under actual and simulated operating conditions for the purpose (i) of making such minor adjustments and changes to the Work as may be necessary for the Work to comply with the Contract Documents and (ii) of complying with the field test requirements in the Contract Documents.
- SC-1.01.A.57 Excusable Delay - Any delay beyond the control and without the fault or negligence of the Contractor, the Owner, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of intervenors, acts of government other than the Owner, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes. Labor disputes and above average rainfall shall give rise only to inexcusable delays.
- SC-1.01.A.58 Final Completion - Acceptance of the Work by the Owner as evidenced by its signature upon final Certificate of Completion. The final Certificate of Completion shall be signed only after the OWNER has assured itself by tests, inspection or otherwise that all of the provisions of the Contract Documents have been completely satisfied.
- SC-1.01.A.59 Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying the substantial completion of the Work.
- SC-1.01.A.60 Inexcusable Delay - Any delay caused either (i) by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the Contractor, or (ii) by weather conditions (other than hurricanes and tornadoes) or labor disputes.
- SC-1.01.A.61 Low Bidder - Bidder who has submitted the lowest bid proposal for the Work contemplated.
- SC-1.01.A.62 Nonprejudicial Delay - Any delay impacting a portion of the Work within the available total float or slack time in the progress schedule, and not necessarily preventing completion of the Work within the Contract Time.
- SC-1.01.A.63 Prejudicial Delay - Any excusable or compensable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.
- SC-1.01.A.64 Project Manual - The Invitation for Bids, Instructions to Bidders, Bid Form, Agreement, Amendment to Agreement, Bonds, General Conditions, Supplementary Conditions, Local Agency Program/Federal-Aid Contract Requirements, Specifications, Addendum and Appendix.
- SC-1.01.A.65 Start-Up Testing - All field inspections, installation checks, water tests, performance tests, and necessary corrections required of Contractor to demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract Documents for their intended purposes.

- SC-1.01.A.66     Successful Bidder - The Bidder submitting the lowest Bid at the Bid Opening corrected for numerical discrepancies and determined by Owner to be qualified responsive and responsible, and to whom the Owner expects to award the Bid.
- SC-1.01.A.67     Unfavorable Weather Conditions - Local weather conditions which directly prevent the Contractor from performing critical path work for a period of more than four (4) hours on each specific work day.
- SC-1.01.A.68     Utility Coordination Day - A contract day in which the coordination of utilities prevents the Contractor from performing critical path work for a period of more than four (4) hours on each specific work day.

ARTICLE 2. PRELIMINARY MATTERS

- SC-2.01.C         Delete paragraph 2.05.C of the General Conditions in its entirety and insert the following in its place:
- "C.   Evidence of Insurance: Before any Work at the site is started, the Contractor shall deliver to the Owner, with a copy to the Engineer, certificates (and other evidence of insurance requested by the Owner) which the Contractor is required to purchase and maintain in accordance with Article 5 of these General Conditions."
- SC-2.02.A         Delete Paragraph 2.02.A of the General Conditions in its entirety and insert the following in its place:
- "A.   After the Contract has been executed, the Contractor will be furnished one (1) complete set of reproducible Drawings and one (1) complete set of the Project Manual (Contract Requirements and Specifications) and all addenda. The Contractor shall furnish each of the subcontractors, manufacturers, and material men such copies of the Contract Documents as may be required for their work. All copies of the Contract Documents shall be printed from the reproducible sets furnished to the Contractor. All costs of reproduction and printing shall be borne by the Contractor.
- SC-2.03.A         Insert Paragraph 2.03. of the General Conditions in its entirety and insert the following in its place:
- "    A notice to proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement. The Contract Time will commence at the time specified in such notice or if no notice is given, thirty (30) days following the Effective Date of Agreement, provided that the Notice to Proceed may not specify a time of commencement later than sixty (60) days after the Effective Date of the Agreement."
- SC-2.03.A         Amend the first sentence of Paragraph 2.03.A of the General Conditions to read as follows:
- "A.   Preliminary Schedules: Within ten (10) working days or twenty (20) calendar days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:"

SC-2.05.A.1 Add the following at the end of Paragraph 2.05.B.1 of the General Conditions:  
 "The CONTRACTOR expressly acknowledges that unfavorable working conditions will exist at the site of the Work as a result of normal local weather and the anticipated number of unfavorable weather days per respective month are as follows:"

ANTICIPATED UNFAVORABLE WEATHER DAYS									
Month	No. Days in Normal Work Week				Month	No. Days in Normal Work Week			
	7-Day	6-Day	5-Day	4-Day		7-Day	6-Day	5-Day	4-Day
Jan	2	2	1	1	July	6	5	4	3
Feb	3	3	2	2	Aug	6	5	4	3
March	3	3	2	2	Sept	5	4	4	3
Apr	2	2	1	1	Oct	3	3	2	2
May	3	3	2	2	Nov	2	2	1	1
June	5	4	4	3	Dec	2	2	1	1

Contract "Unfavorable Weather Days" shall be determined from the above "Anticipated Unfavorable Weather Days" table and shall be counted from the date of Contract Notice to Proceed through the date of Contract Final Completion. To-be-anticipated unfavorable weather days shall be prorated through partial months and shall be rounded up or down as per standard practice (i.e., 0.1 through 0.4 days shall be rounded down to the next whole number and 0.5 through 0.9 shall be rounded up to the next whole number).

As a direct result of unfavorable local weather conditions, the CONTRACTOR will not be able to perform critical path work for a period of more than four (4) hours on each specific day.

The CONTRACTOR shall take reasonable precautions to mitigate the impact of such unfavorable weather conditions and shall diligently attempt to perform the Work."

**ARTICLE 3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

SC-3.01.F Add the following new paragraph immediately after Paragraph 3.01.E of the General Conditions which is to read as follows:

"F. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion."

SC-3.05.C Add the following new paragraphs after Paragraph 3.05.B of the General Conditions which are to read as follows;

"C. Correlation of Contract Documents. In resolving such conflicts, errors, and discrepancies, the documents shall be given precedence in the following order:

- a. Agreement Modifications
  - b. Agreement
  - c. Change Orders
  - d. Addenda
  - e. Local Agency Program / Federal-Aid Contract Requirements
  - f. Supplementary Conditions
  - g. Instruction to Bidders
  - h. General Conditions
  - i. Specifications
  - j. Drawings
    - 1. Dimensions
    - 2. Full-size Drawing
    - 3. Large-scale Drawing
    - 4. Small-scale Drawing
  - k. Invitation to Bid
  - l. Bid
  - m. Bonds
  - n. Insurance Certificates
  - o. Insurance Endorsements
  - p. Affidavits
- C. Field Verification. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions, it shall be the CONTRACTOR's responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings."

**ARTICLE 5. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS**

SC-5.01.D Add a new paragraph immediately after Paragraph 5.01.C of the General Conditions which is to read as follows:

"D. If all lands and rights-of-way are not obtained as herein contemplated before construction begins, CONTRACTOR shall begin the Work upon such land and rights-of-way as OWNER has previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should OWNER be prevented or enjoined from proceeding with the Work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the Work, CONTRACTOR shall not be entitled to make or assert claim for damage by reason of said delay, or to withdraw from the Agreement except by consent of OWNER. Time for completion of the Work will be extended as provided in Article 11, to such time as OWNER determines will compensate for the time lost by such delay."

SC-5.04 The investigations, reports and drawings upon which the Engineer has relied upon are identified in Section 00300.

SC-5.05.A.3 Add a new paragraph after Paragraph 5.05.A.2 of the General Conditions which is to read as follows:

"3. No claim of the CONTRACTOR under Paragraphs 5.03 and 5.04 shall be allowed unless (1) CONTRACTOR has given the notice required in subparagraph above, and (2) within forty-five (45) days after CONTRACTOR has given the written notice, CONTRACTOR submits to OWNER a detailed claim setting forth CONTRACTOR'S right to an increase in Contract Price or extension of Contract Time as provided in Articles 11 and 12 of the General Conditions. No claim by the CONTRACTOR hereunder shall be allowed if asserted after final payment under this Contract."

SC-5.07.A Add a new paragraph entitled "5.07 A – Reference Points" immediately after paragraph 5.06.K of the General Conditions which is to read as follows:

"A. ENGINEER may check the lines, elevations, reference marks, batter boards, etc., set by Contractor, and Contractor shall correct any errors disclosed by such check. Such a check shall not be considered as approval of Contractor's work and shall not relieve Contractor of the responsibility for accurate construction of the entire Work. Contractor shall furnish personnel to assist Engineer in checking lines and grades."

ARTICLE 6. BONDS AND INSURANCE

SC-6.03.K Add the following new paragraph immediately after Paragraph 6.03.K of the General Conditions:

"C. The limits of liability for the insurance required by paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under paragraphs 6.03.A.1 and A3 of the General Conditions:

- a. State: Statutory
- b. Applicable Federal (e.g., Longshoreman's): Statutory
- c. Employer's Liability: \$1,000,000

2. Contractor's General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- a. General Aggregate \$2,000,000
- b. Products - Completed Operations Aggregate \$2,000,000
- c. Personal and Advertising Injury \$1,000,000
- d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
- e. Property Injury Liability Coverage will include Claims arising out of Employment.
- f. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
- g. Excess or Umbrella Liability

- 1) General Aggregate \$2,000,000
- 2) Each Occurrence \$1,000,000
- 3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:
  - a. Bodily Injury:
    - Each Person \$1,000,000
    - Each Accident \$1,000,000
  - b. Property Damage:
    - Each Accident \$1,000,000

OR

- c. Combined Single Limit of \$1,000,000
- 4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
  - a. Bodily Injury:
    - Each Accident \$1,000,000
    - Annual Aggregate \$2,000,000
  - b. Property Damage:
    - Each Accident \$1,000,000
    - Annual Aggregate \$2,000,000

5. Additional Insureds:

Town of Windermere  
614 Main Street  
Windermere, FL 34786

MICHAEL GALURA ENGINEERING CONSULTANTS, LLC  
3222 Corrine Drive, Suite H  
Orlando, FL 32803

Additional insured shall be issued on Separate Certificates of Insured.

SC-6.04 Delete Paragraph 6.04 of the General Condition in its entirety.

SC-6.05.A Delete paragraph 6.05.A of the General Conditions in its entirety and insert the following in its place:

"A. The CONTRACTOR shall purchase and maintain until final payment 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 Laws and Regulations). This insurance shall include the interests of the OWNER the CONTRACTOR, subcontractors, the ENGINEER, and the ENGINEER's consultants in the Work (all of whom shall be listed as insured's or additional insured parties), shall insure against the 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 but not limited to fees and charges of engineers, architects, attorneys, and other professionals). If not covered under the "all risk" insurance, the 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 the CONTRACTOR in accordance with this paragraph 5.06 shall comply with the requirements of paragraph 5.04 of the General Conditions concerning prior written notice to OWNER and ENGINEER of cancellation, material change, or renewal refusal."

SC-6.05.B Delete Paragraph 6.05.B of the General Conditions in its entirety and insert the following in its place:

"B. The CONTRACTOR shall provide to the OWNER within thirty (30) days after the Effective Date of the Agreement, copies of all insurance policies entered into by the CONTRACTOR to achieve compliance with the insurance requirements of these Contract Documents. Should any policy expire within the Contract Time, or any extension thereof, the CONTRACTOR shall provide to the OWNER not later than thirty (30) days prior to the expiration date of such policy, a copy of an acceptable replacement policy providing the types and limits of coverage not less than that provided in the expiring policy."

#### ARTICLE 7. CONTRACTOR'S RESPONSIBILITIES

SC-7.03.C Add the following new paragraphs immediately after paragraph 7.03.C in the General Conditions

SC-7.03.D which are to read as follows.

SC-7.03.E

SC-7.03.F

SC-7.03.G

SC-7.03.H

"C. Except in the event of an emergency, no work shall be performed (1) before sunrise and after sunset, (2) nor between the hours of 9:00 p.m. and 7:00 a.m. (3) nor on Saturday and Sunday and (4) nor on any holiday of the OWNER. "Regular Working Hours" shall be between 7:00 a.m. and 9:00 p.m. and shall be established by the CONTRACTOR at the Preconstruction Meeting. If construction or maintenance work requires operations during other than Regular Working Hours, the CONTRACTOR shall obtain written permission of the OWNER at least forty-eight (48) hours in advance of starting such work, and shall set forth the proposed schedule for overtime to give OWNER ample time to arrange for his personnel to be at the site of the work. CONTRACTOR shall pay for the additional charges to the OWNER on account of such overtime work. Such additional charges shall be a subsidiary obligation of CONTRACTOR and no extra payment shall be made by OWNER on account of such overtime work.

D. This Agreement is subject to the applicable provisions of the Contract Work Hours and Safety Standards Act, Public Law 87-581, 87th Congress. No Contractor or Subcontractor contracting for any part of the Work shall require or



permit any laborer or mechanic to be employed on the Work in excess of forty hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of forty hours in such work week, as the case may be.

- E. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the project under this Contract shall be decided by Owner's governing body or other duly designated official.
- F. Contractor shall employ only competent persons to do the work and whenever Owner shall notify Contractor, in writing, that any person on the Work appears to be incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such person shall be removed from the Project and shall not again be employed on it except with the consent of Owner.
- G. Contractor shall reimburse the Owner for any additional engineering and/or inspection costs incurred as a result of overtime work in excess of the regular working hours stipulated in Article SC-7.03.B. At Owner's option, overtime costs may either be deducted from the Contractor's retention prior to release of final payment. Overtime costs for the Owner's personnel shall be based on the individual's current overtime wage rate. Overtime costs for personnel employed by the Engineer or Owner's independent testing laboratory shall be calculated in accordance with the terms of their respective contracts with the Owner. The hourly overtime rate for the Owner's RPR will be a maximum of \$100.00 per hour.
- H. No work shall be performed on legal holidays of the OWNER, which for the Work are defined as follows:

<u>Holiday</u>	<u>Calendar Date</u>
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas	December 25

If Christmas and Christmas Eve fall on a weekend, the preceding Friday and following Monday will be observed as holidays. If Christmas falls on a Monday, the preceding Friday will be observed as a holiday. If Christmas falls on a Saturday, the preceding Thursday will be observed as a holiday."

SC-7.05.A.4.e Add the following new Paragraph 7.05.A.4.e of the General Conditions to read as follows:

"The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from reviews, acceptance and provisions of such substitute, including cost of redesign and claims of other contractors

affect by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item."

SC-7.05.D Add the following to the end of the last sentence of Paragraph 7.05.D of the General Conditions:

"...and all costs resulting from any delays in the Work while the substitution was undergoing reviews."

SC-7.06.A Delete Paragraphs 7.06.A of the General Conditions and insert the following in its place:

"A. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those who are to furnish the principal items of materials and equipment), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection and shall not be required to employ as a Subcontractor, supplier or any person or organization against whom CONTRACTOR has reasonable objection. A Subcontractor or other person or organization identified in the CONTRACTOR's Bid and not objected to in writing by OWNER or ENGINEER prior to the execution of the Agreement will be deemed acceptable to OWNER and ENGINEER. All other Subcontractors shall be deemed to have been accepted if OWNER or ENGINEER deliver no written objection thereto within forty-five (45) days after CONTRACTOR's written identification of such Subcontractors. However, if within said forty-five (45) day period, OWNER or ENGINEER has reasonable objection to any Subcontractor whether identified in the Bid or subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change in Contract Price. If OWNER or ENGINEER demands the substitution of a Subcontractor at any time without having reasonable objection to such Subcontractor, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change order or Written Amendment) for the difference in cost occasioned by such substitution. After acceptance by the OWNER or ENGINEER of any particular Subcontractor, the CONTRACTOR shall make no substitution without written approval of the OWNER, which may be granted or withheld at OWNER's sole discretion. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or any other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective work."

SC-7.06.K.1. Add a new paragraph after paragraph 7.06.K of the General Conditions which is to read as follows:

"1. Owner or Engineer may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amounts paid on their behalf to Contractor in accordance with Contractor's Applications for Payment."

SC-7.08 Reference is made to the General Requirements of the Contract Documents (Division 1) for a listing of permits and licenses obtained by the OWNER before the bid advertisement.

SC-7.12.A.4 Add a new paragraph immediately after Paragraph 7.12.A.3 of the General Conditions which is to read as follows:

"4. in the event of temporary suspension of the Work, or during inclement weather, or whenever Engineer may direct; Contractor shall, and shall cause Subcontractors, to protect carefully the Work and materials against damage or injury from the weather. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any Subcontractors to so protect the Work, such Work and materials shall be removed and replaced at the expense of Contractor."

SC-7.12.B Add the following sentence to the end of the first sentence of Paragraph 7.12.B in the General Conditions:

"Contractor shall comply with the Trench Safety Act, Florida Law, Chapter 90-96 (CS/SB2626); OSHA (P.L. 91-596); the Contract Work Hours and Safety Standards Act (P.L. 91-54); and the Federal Register 29 CFR part 1926, OSHA Subpart P as well as all other local, state and federal ordinances, laws, and regulations regarding safety."

SC-7.16.E.1 Add the following sentence to the end of Paragraph 7.16.E.1 of the General Conditions:

"Shop drawings and submittal data shall be reviewed by the ENGINEER for each original submittal and first and second resubmittal; thereafter review time for subsequent resubmittals shall be charged to the CONTRACTOR in accordance with the terms of ENGINEER's Agreement with OWNER."

SC-7.18.A.1 Add the following paragraph immediately after Paragraph 7.18.A. of the General Conditions which is to read as follows:

"1. If, through acts of neglect on the part of Contractor, any other contractor or any subcontractor shall suffer loss or damage on the Work, Contractor shall settle with such other contractor or subcontractor by agreement or arbitration if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against Owner on such account of any damage alleged to have been sustained, Owner shall notify Contractor, who shall indemnify and save harmless Owner against any such claim."

#### ARTICLE 11. AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

SC-11.02.A.1 &

SC-11.02.A.2 Add the following new paragraphs after Paragraph 10.01.A of the General Conditions which are to read as follows:

"1. At anytime, ENGINEER may request a quotation from CONTRACTOR for a proposed change in the Work. Within three (3) calendar days after receipt of a request for a quotation for a proposed change, CONTRACTOR shall submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. ENGINEER shall have three (3) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with Articles 11 and 12 and in sufficient detail reasonably to permit an analysis by ENGINEER of all material, labor, equipment, subcontract, and overhead costs and fees and shall cover all Work involved in the change, whether such Work was deleted, added, changed, or impacted. Any amount claimed for subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit an analysis of impact as required in Division 1. Notwithstanding the request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule.

Delays in the submittal of the written and detailed quotation will be considered non-prejudicial."

2. The adjustment in Contract Price and/or Contract Time stated in a Change Order shall comprise the total price and/or time adjustment due or owed the CONTRACTOR for the work or changes defined in the Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price and/or time adjustments include the costs and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other non-affected work under this contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in contract price or time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the entire work as set forth in the Contract Documents. Acceptance of the waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR will waive all rights to file a claim on this Change Order after it is properly executed."

#### ARTICLE 15. PAYMENTS TO THE CONTRACTOR AND COMPLETION

SC-15.01.A.1 Add the following language to the end of Paragraph 15.02.A.1 of the General Conditions:

"The Contractor shall furnish evidence that payment received on the basis of materials and equipment not incorporated and suitably stored, has in fact been paid to the respective supplier(s) within sixty days of payment by Owner. Failure to provide such evidence of payment shall result in the withdrawal of previous approval(s) and removal of the related equipment from the next submitted Application for Payment."

SC-15.01.D.1 Amend the first sentence of Paragraph 14.02.C.1 of the General Conditions to read as follows:

"Twenty (20) days after presentation of the Application for Payment ..."

SC-15.01.D.2 Add four new paragraphs immediately after paragraph 14.02.C.1 of the General Conditions

SC-15.01.D.3 which are to read as follows:

SC-15.01.D.4

SC-15.01.D.5

- "2. Should Contractor neglect to pay any undisputed claims, made in writing to Owner within thirty (30) days after completion of the Work, but continuing unsatisfied for a period of ninety (90) days, Owner may pay such undisputed claim and deduct the amount thereof from the balance due Contractor. Owner may also, with the written consent of Contractor, use any monies retained, due, or to become due under this Contract for the purpose of paying for both labor and materials for the Work, for disputed claims or claims have not been filed.
3. Security is provided both by the Payment Bond and the power of Owner to retain any monies for claims, but payment by one shall in no way impair or discharge the liability of the other.
4. Any and all liens for work and materials may be paid off by Owner within a reasonable time after filing for record in accordance with State and local laws, a notice of such liens except where the claim on which the lien is filed is being litigated by Contractor, and in such case Owner may pay the amount of any final

judgment or decree or any such claim within a reasonable time after such final judgment or decree shall be rendered.

5. All monies paid by Owner in settlement of liens as aforesaid, with the costs and expenses incurred by Owner in connection therewith, shall be charged to Contractor, shall bear interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank, and shall be deducted from the next payment due Contractor under the terms of this Contract."

SC-15.01.E.1.m Add a new paragraph after Paragraph 15.01.E.1.l of the General Conditions which is to read as follows:

"m. Liability for liquidated damages has been incurred by the Contractor."

SC-15.02.B Add two new paragraphs immediately after paragraph 15.02.A of the General Conditions which are

SC-15.02.C to read as follows:

"B. No materials or supplies for the Work shall be purchased by Contractor or Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. Contractor warrants that he has good title to all materials and supplies used by him in the Work, free from all liens, claims or encumbrances.

C. Contractor shall indemnify and save Owner and Owner's Engineer harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. Contractor shall at Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If Contractor fails to do so, then Owner may, after having served written notice on the said Contractor either pay unpaid bills, of which Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon Owner to either Contractor or his Surety. In paying any unpaid bills of the Contractor, Owner shall be deemed the agent of Contractor and any payment so made by Owner, shall be considered as payment made under the Contract by Owner to Contractor and Owner shall not be liable to Contractor for any such payment made in good faith."

SC-15.06.A.4 Add a new paragraph after Paragraph 15.06.A.3 of the General Conditions which is to read as follows:

"4. Notwithstanding any other provision of these Contract Documents to the contrary, OWNER and ENGINEER are under no duty or obligation whatsoever to any Subcontractor, laborer or other party to ensure that payments due and owing by the CONTRACTOR to any of them are or will be made. Such parties shall rely only on the CONTRACTOR'S surety bonds for remedy of nonpayment by him."

SC-15.06.D Amend Paragraph 15.06.D of the General Conditions to read as follows:

"Sixty (60) days after the presentation to OWNER of the final application for Payment and ..."

ARTICLE 16. SUSPENSION OF WORK AND TERMINATION

SC-16.01.B Add a new paragraph after Paragraph 16.01.A of the General Conditions which is to read as follows:

"B. If the OWNER stops Work under Paragraph 14.06 or suspends the CONTRACTOR's services under Paragraph 14.07, or suspends the Work or any portion thereof because of the CONTRACTOR's failure to prosecute the Work without endangering persons and property, the CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract Price."

SC-16.02.A.5 Add a new paragraph immediately after paragraph 16.02.A.4 of the General Conditions which is to read as follows:

"5. If the Work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be sublet without the previous written consent of Owner, or if the Contract or any claim thereunder shall be assigned by Contractor otherwise than as herein specified, or at any time Engineer shall certify in writing to OWNER that the rate of progress of the Work or any part thereof is unsatisfactory or that the work or any part thereof is unnecessarily or unreasonably delayed."

SC-16.02.B.3 Add new paragraph immediately after Paragraph 16.02.B.2 of the General Conditions beginning with the second sentence which is to read as follows:

"In such case, CONTRACTOR shall not be entitled to receive any further payment beyond an amount equal to the value of the Work actually completed and the value of materials and equipment not incorporated in the Work but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work, including, but not limited to, fee and charges of engineers, architects, attorneys and other professionals, exceed the unpaid balance of the Contract Price, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be verified by ENGINEER and incorporated in a Change Order, but in finishing the Work, OWNER shall not be required to obtain the lowest price for the Work performed. CONTRACTOR's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement."

**ARTICLE 17. DISPUTE RESOLUTION**

SC-17.01.A Delete Paragraph 17.01.A of the General Conditions in its entirety and insert the following in its place:

"A. Disputes between OWNER and CONTRACTOR shall be arbitrated only if and to the extent agreed to by the parties at the time each dispute arises. The CONTRACTOR will carry on the Work and maintain the progress schedule during any dispute, regardless of how resolved, unless otherwise mutually agreed in writing. Venue for any litigation, at law or equity or arbitration, shall lie exclusively in Orange County, Florida. This Contract, or any provision hereof, shall be construed and interpreted, and any litigation arising therefrom, shall be governed by the laws of the State of Florida. The CONTRACTOR and OWNER waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Contract. In any such action, out of this Contract either party shall bear it's own attorney fees at the trial and appellate level, engineers, architects and other professionals and court costs, including those incurred in appellate proceedings.

**ARTICLE 18. MISCELLANEOUS**

SC-18.09 Add the following new paragraphs after Paragraph 18.08 of the General Conditions:

SC-18.10  
SC-18.11  
SC-18.12  
SC-18.13

"18.09 Both the address given in the Bid Form upon which this Agreement is founded, and Contractor's office at or near the site of the Work are hereby designated as places to either of which notices, letters, and other communications to Contractor shall be certified, mailed, or delivered. The delivering at the above named place, or depositing in a postpaid wrapper directed to the first-named place, in any post office box regularly maintained by the U.S. Postal Department, of any notice, letter or other communication to Contractor shall be deemed sufficient service thereof upon Contractor; and the date of said service shall be the date of such delivery or mailing. The first-named address may be changed at any time by an instrument in writing, executed and acknowledged by Contractor, and delivered to Owner and Engineer. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon Contractor personally.

18.10 The form of all submittals, notices, change orders, and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the ENGINEER. During the preconstruction meeting, the ENGINEER shall provide to the CONTRACTOR one set of such project administration forms to be utilized during the construction of this project. These forms are referenced as follows:

Forms Used by the Engineer

00844 Non-Compliance Notice

00845 Field Order

00846 Work Directive

00847 Request for Proposal for Proposed Change (RFP)

00848 Daily Construction Report  
00849 Weekly Construction Progress Report  
00856 Shop Drawing Log  
00858 Shop Drawing Review  
00859 O&M Manual Review

Forms Used by the Contractor

00861 Periodic Estimate for Partial Payment  
00862 Schedule of Values  
00863 Materials Stored On-Site  
00864 Shop Drawing Transmittal  
00865 Change Proposal Summary  
00866 Overtime Authorization  
00867 Stop Work Order  
00868 Contractor Request for Information  
00875 Certificate of Completed Demonstration  
00876 Check-Out Form  
00878 Contractor Proposed Change  
00879 Final Release of Lien

Forms Used by All Parties during Construction

00850 Construction Accident Report  
00860 Project Action Report

- 18.11 The CONTRACTOR shall comply with Florida's Archives and Historical Act (Florida Statutes Chapter 267) and the regulations of the local historic preservation board as applicable and protect against the potential loss or destruction of significant, historical or archaeological data, sites, and properties in connection with the project.
- 18.12 If apprentices are required or utilized on this project, then the provisions of Chapter 446, Florida Statutes, shall govern.
- 18.13 If the price of this Agreement/Contract equals or exceeds \$50,000 and if the Contractor has 50 or more employees, the Contractor shall file with the Owner, within 30 calendar days after the award of this Agreement/Contract, a report on Standard Form 100 (EEO-1), which has been promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission, and Plans for Progress, unless the Contractor has submitted such a report within 12 months preceding the date of award of this Agreement/Contract. In addition, the Contractor shall ensure that each construction subcontractor having 50 or more employees and a lower-tier construction subcontract with a price equaling or exceeding \$50,000 also files with the Owner, within 30 calendar days after the award to it of the lower-tier construction subcontract, a report on Standard Form 100 (EEO-1) unless the construction subcontractor has submitted such a report within 12 months preceding the date of award of the lower-tier construction subcontract. (Subsequent reports are to be submitted annually in accordance with 41 CFR 60-1.7(a) or at such other intervals as the Director of the Office of Federal Contract Compliance Programs may require.)"

END OF SECTION



**DIVISION 1**  
**GENERAL REQUIREMENTS**

**SECTION 01001  
GENERAL REQUIREMENTS**

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## SECTION 01001

### GENERAL REQUIREMENTS

#### 1.01 WORK UNDER THIS CONTRACT

In conformance with the requirements of Notice and Service of the General Conditions, all notices or other papers required to be delivered by the Contractor to the Owner shall be delivered to the office of the Owner's Engineer, Michael Galura Engineering Consultants, LLC, 3222 Corrine Drive, Suite H, Orlando, Florida 32803.

##### A. WORK TO BE DONE

1. The Contractor shall furnish all labor, materials, equipment, tools services and incidentals to complete all work required by these specifications and as shown on the Drawings, at a rate of progress which will ensure completion of the Work within the Contract Time stipulated.
2. All materials, equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.
3. The Contractor shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, clean-up, replacements, and restoration required as a result of damages caused during this construction.
4. The Contractor shall comply with all Town, City, County, State, Federal, and other codes which are applicable to the proposed construction work.
5. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed and all portions damaged shall be reconstructed by the Contractor at his own expense.

##### B. DRAWINGS AND SPECIFICATIONS

1. The Work shall be performed in accordance with the Drawings and Specifications prepared by Michael Galura Engineering Consultants, LLC, 3222 Corrine Drive, Suite H, Orlando, Florida 32803.
2. All work items in the plans and Contract Specifications shall be furnished and installed in accordance with the technical portions of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition), including Supplemental Specifications and Revisions thereto.
3. Where shown, the Contract Specifications and Plans Reference Index Sheets and Standards refer to FDOT Roadway and Traffic Design Standards (latest edition).
4. The Contractor shall verify all dimensions, quantities and details shown on the Drawings, Supplementary Drawings, Schedules, Specifications or other data received from the Engineer, and shall notify same, in writing, of all errors, omissions, conflicts and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction or improper operation resulting therefrom, nor from rectifying such conditions at his own expense.
5. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quantity of materials and equipment included in the Work to be done under this Contract.

6. Intent

- a. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications, but involved in carrying out their implied intent, or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described.
- b. Items of material, equipment, machinery, and the like may be specified on the Drawings and not in the Specifications. Such items shall be provided by the Contractor in accordance with the specification on the Drawings.
- c. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.
- d. Reference to the following standards of any technical society, organization or body shall be construed to mean the latest standard, code or specification or tentative specification adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard. Such reference is hereby made a part of the Contract the same as if herein repeated in full and in the event of any conflict between any of these specifications, standard codes or tentative specifications and the Contract Documents, the most stringent shall govern.

AA	Aluminum Association	APWA	American Public Works Association
AASHTO or AASHO	American Association of State Highway and Transportation Officials	AREA	American Railway Engineering Association
ABPA	Acoustical and Board Products Association	ASA	American Standards Association (now ANSI)
ACI	American Concrete Institute	ASCE	American Society of Civil Engineers
AFBMA	Anti-Friction Bearing Manufacturer's Association	ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
AGA	American Gas Association	ASME	American Society of Mechanical Engineers
AGMA	American Gear Manufacturer's Association	ASSCBC	American Standard Safety Code for Building Construction
AI	The Asphalt Institute	ASTM	American Society for Testing and Materials
AIA	American Institute of Architects	AWPA	American Wood Preservers Association
AIEE	American Institute of Electrical Engineers	AWBP	American Wood Preservers Board
AIMA	Acoustical and Insulating Materials Association	AWS	American Welding Society
AISC	American Institute of Steel Construction	AWWA	American Water Works Association
AISA	American Iron and Steel Institute	CRSI	Concrete Reinforcing Steel Institute
AMCA	American Moving and Conditioning Association	NPT	National Pipe Threads
ANSI	American National Standards Institute	NSF	National Science Foundation
API	American Petroleum Institute	OSHA	U.S. Department of Labor, Occupational Safety and Health Administration
CS	Commercial Standard	PCA	Portland Cement Association
DOT Spec	Standard Specification for Road and Bridge Construction Florida Department of Transportation	PCI	Prestressed Concrete Institute
FS	Federal Standard		
IEEE	Institute of Electrical and Electronic Engineers		

IPCEA	Insulated Power Cable Engineers Association	PS	United States Products Standards
NBFU	National Board of Fire Underwriters	SAE	Society of Automotive Engineers
NBS	National Bureau of Standards	SDI	Steel Decks Institute
NEC	National Electrical Code	SJI	Steel Joists Institute
NECA	National Electrical Contractor's Association	SMACNA	Sheet Metal and Air Conditioning Contractors National Association
NEMA	National Electrical Manufacturer's Association	SSPC	Structural Steel Painting Council
NFPA	National Fire Protection Association	UL	Underwriter's Laboratories, Inc.
		UASI	United States of America Standards Institute (now ANSI)
		or	
		USAS	

7. When obtaining data and information from the Drawings, conflicts, errors, and discrepancies shall be resolved from the documents given the following order of precedence:

- |  |                           |
|--|---------------------------|
| a. Agreement Modifications                                   | i. Drawings               |
| b. Agreement   | 1) Dimensions             |
| c. Change Orders   | 2) Full-size Drawing      |
| d. Addenda   | 3) Large-scale Drawing    |
| e. Local Agency Provisions / Federal-Aid Contract Agreements | 4) Small-scale Drawing    |
| Special Conditions   | j. Invitation to Bid      |
| Attachments  | k. Bid                    |
| e. Supplementary Conditions                                  | l. Bonds                  |
| f. Instruction to Bidders                                    | m. Insurance Certificates |
| g. General Conditions  | n. Insurance Endorsements |
| h. Specifications  | o. Affidavits             |

When measurements are affected by conditions already established or where items are to be fitted into constructed conditions, it shall be the CONTRACTOR'S responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.

**C. ADJACENT LANDS AND IMPROVEMENTS**

1. Contractor shall be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, landscaping, trees, fences, structures of any kind and appurtenances thereto met with during the progress of the Work.
2. The Contractor shall not enter or occupy private land outside of the project site or right-of-way, except by written permission of the appropriate owners. Contractor shall provide Owner a copy of such written permission.

**D. WEATHER**

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

**E. PROTECTION AND RESTORATION**

1. The Contractor shall be responsible for the preservation of all public and private property, and shall use every means of protection necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar or

equal to that existing before the damage was done, or he shall make good the damage in other manner acceptable to the Engineer.

2. Protection of Trees and Shrubs
  - a. Protect with boxes or other barricades.
  - b. Do not place excavated material so as to injure trees or shrubs
  - c. Install pipelines in short tunnels between and under root systems
  - d. Support trees to prevent root disturbance during nearby excavation.
3. Tree and Limb Removal
  - a. Tree limbs which interfere with equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with a tree paint.
  - b. The Owner may order the Contractor, for the convenience of the Owner, to remove trees along the line or trench excavation. The Contractor shall obtain any permits required for removal of trees. Ordered tree removal shall be paid for under the appropriate Contract Items or, if not provided in the Bid Schedule, shall be paid under provisions of Article 11 of the General Conditions.
4. Trees or shrubs destroyed by negligence of the Contractor or his employees shall be replaced by him with new stock of similar size and age, at the proper season and at the sole expense of the Contractor.
5. Lawn Areas - 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 resodded, or the area where sod has been removed shall be restored with new sod in the manner described in the applicable section.
6. Fences - Any fence, or part thereof, that is damaged or removed during the course of the work shall be replaced or repaired by the Contractor, and shall be left in as good a condition as before the starting of the work.
7. Where fencing, walls, shrubbery, grass strips or area must be removed or destroyed incident to the construction operation, the Contractor shall, after completion of the work, replace or restore to the original condition all such destroyed or damaged landscaping and improvements.

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.

## 1.02 LABOR

- A. The Contractor shall keep the Contract under his own control and it shall be his responsibility to see that the Work is properly supervised and carried on faithfully and efficiently. The Contractor shall supervise the Work personally or shall have a competent, English speaking superintendent or representative, who shall be on the site of the project at all working hours, and who shall be clothed with full authority by the Contractor to direct the performance of the Work and make arrangements for all necessary materials, equipment, and labor without delay.
- B. Jurisdictional Disputes - It shall be the responsibility of the Contractor to pay all costs that may be required to perform any of the Work shown on the Drawings or specified herein to avoid any work stoppages due to jurisdictional disputes. The basis for subletting work in question, if any, shall conform to precedent agreements and decisions on record with the Building and Construction Trades Department, AFL-CIO, dated June, 1973, including any amendments thereto.
- C. Apprenticeship - The Contractor shall comply with all of the requirements of Section 446, Florida Statutes, for all contracts in excess of \$25,000 excluding roadway, highway or bridge contracts

and the Contractor agrees to insert in any subcontract under this Contract the requirements of this Article.

### 1.03 MATERIALS AND EQUIPMENT

#### A. MANUFACTURER

1. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request and at the Engineer's option, that the manufacturer or subcontractor communicate directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.
2. All workmanship and materials shall be of the highest quality. The equipment shall be the product of manufacturers who are experienced and skilled in the field with an established record of research and development. No equipment will be considered unless the manufacturer has designed and manufactured equipment of comparable type and size for at least five years.
3. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the work without prior approval of the Engineer.
4. All apparatus, mechanisms, equipment, machinery, and manufactured articles for incorporation into the Project shall be the new (most current production at time of bid) and unused standard products of recognized reputable manufacturers.
5. Manufactured and fabricated products:
  - a. Design, fabricate and assemble in accord with the best engineering and shop practices.
  - b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
  - c. Any two or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.
  - d. Products shall be suitable for service conditions as specified and as stated by manufacturer.
  - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
  - f. Do not use material or equipment for any purpose other than that for which it is designed or is specified.
6. Product Standards: Equipment and appurtenances shall be designed in conformity with ANSI (formerly ASA), ASME, IEEE, NEMA, OSHA, AGMA, and other generally accepted applicable standards. They shall be of rugged construction and of sufficient strength to withstand all stresses which may occur during fabrication, testing, transportation, installation, and all conditions or operations. All bearings and moving parts shall be adequately protected against wear by bushings or other approved means. Provisions shall be made for adequate lubrication with readily accessible devices.
7. Safety Requirements
  - a. In addition to the components specified and shown on the Drawings and necessary for the specified performance, the Contractor shall incorporate in the design and show on the shop drawings all the safety features required by the current codes and regulations, including but not limited to those of the Occupational Safety and Health Act, and Amendments thereto.

## B. SUBSTITUTIONS

1. The substitution requirements of this Section are in addition to the requirements of the General Conditions and Supplementary Conditions.
2. When a particular product is specified or called for, it is intended and shall be understood that the proposal tendered by the Bidder includes those products in his Bid. Should the Bidder desire to provide alternate products equal to those specified, the Bidder shall furnish information as described in the General Conditions or Bid Form. The alternate product or products submitted by the Bidder shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
3. The intent of these specifications is to provide the Owner with a quality facility without discouraging competitive bidding. For products specified only by reference standards, 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 by the Engineer as specified herein. For products specified by naming a manufacturer's product followed by the words "or equal", the Contractor may provide any of the named products. He may substitute a product by another manufacturer as an equal only after review by the Engineer as specified herein. In all cases, any product provided must comply with all of the specified requirements.

## C. DELIVERY AND STORAGE

1. General
  - a. The Contractor shall be responsible for all material, equipment and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner.
  - b. All materials and equipment to be incorporated in the Work shall be handled and stored by the Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage or any kind whatsoever to the material or equipment.
  - c. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the Work, and the Contractor shall receive no compensation for the damaged material or its removal.
  - d. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, the Contractor shall replace same without additional cost to the Owner.
2. Delivery - the Contractor Shall:
  - a. Deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.
  - b. Coordinate deliveries in order to avoid delay in, or impediment of, the progress of the Work of any related Contractor.
  - c. Schedule deliveries to the site not more than one month prior to scheduled installation without written authorization from the Engineer.
  - d. Arrange deliveries of products in accordance with construction schedules coordinated to avoid conflict with work and conditions at the site.
  - e. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.



- f. Immediately on delivery, inspect shipments with the Owner's field representative to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
  - g. Provide equipment and personnel to handle products by methods recommended by the manufacturer to prevent soiling or damage to products or packaging.
  - h. Submit operation and maintenance data to the Engineer for review prior to shipment of equipment.
3. Storage
- a. The Contractor shall be responsible for securing a location for on-site storage of all material and equipment necessary for completion of this project. The location and storage layout shall be submitted to the Owner/Engineer at the preconstruction conference.
  - b. All material delivered to the job site shall be protected from dirt, dust, dampness, water, and any other condition detrimental to the life of the material from the date of delivery to the time of installation of the material and acceptance by the Owner.
  - c. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
  - d. When required or recommended by the manufacturer, the Contractor shall furnish a covered, weather protected storage structure providing a clean, dry, noncorrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into this project.
  - e. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions and free from damage or deterioration.
  - f. Manufacturer's storage instructions shall be carefully studied by the Contractor and reviewed with the Engineer by him. These instructions shall be carefully followed and a written record of this kept by the Contractor.
  - g. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Electric motors provided with heaters shall be temporarily wired for continuous heating during storage. Upon installation of the equipment, the Contractor shall start the equipment, at least half load, once weekly for an adequate period of time to insure that the equipment does not deteriorate from lack of use.
  - h. Mechanical equipment to be used in the Work, if stored for longer than ninety (90) days, shall have the bearings cleaned, flushed and lubricated prior to testing and start-up, at no extra cost to the Owner.
  - i. Prior to acceptance of the equipment, the Contractor shall have the manufacturer inspect the equipment during start-up and certify that its condition has not been detrimentally affected by the long storage period. Such start-up certification by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed and tested. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the Contractor's expense.
  - j. Specific Material Storage Requirements
    - 1) Loose Granular Materials: Store in a well-drained area on solid surfaces to prevent mixing with foreign matter.

- 2) Cement, sand and lime: Stored under a roof and off the ground and kept completely dry at all times.
  - 3) Brick, block and similar masonry products: Handle and store in a manner to reduce breakage, chipping, cracking and spilling to a minimum.
  - 4) Precast Concrete Beams: Handle and Store in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking.
  - 5) All structural and miscellaneous steel, and reinforcing steel: Store off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical.
3. Should the Contractor fail to take proper action on storage and handling of equipment supplied under this Contract within seven days after written notice to do so has been given, the Owner retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from the Contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering, and any other costs associated with making the necessary corrections. In any event, equipment and materials not properly stored will not be included in a payment estimate.

#### D. MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

1. Comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to all parties involved in the installation, including two copies for the Engineer's use. Maintain one set of complete instructions at the job site during installation and until completion.
2. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements. Should job conditions or specified requirements conflict with the manufacturer's instructions, consult with Engineer for further instructions. Do not proceed with Work without clear instructions.
3. Perform Work in strict accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.
4. The Contractor shall have on hand sufficient proper equipment and machinery of ample capacity to facilitate the installation of the Work and to handle all emergencies normally encountered in Work of this character.
5. Equipment shall be installed in a neat and workmanlike manner on the foundations at the locations and elevations shown on the Plans, unless directed otherwise by the Engineer during installation.
6. All equipment shall be correctly aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary connections can be made readily between the various units.
7. The Contractor shall furnish, install and protect all necessary anchor and attachment bolts and all other appurtenances needed for the installation of the devices included in the equipment specified. Anchor bolts shall be as approved by the Engineer and made of ample size and strength for the purposes intended. Substantial templates and working drawings for installation shall be furnished by the manufacturer.

E. OPERATING AND MAINTENANCE DATA

1. The Contractor shall furnish one (1) set of preliminary manufacturers' operation and maintenance materials and manuals for review by the Engineer in the same manner as shop drawing submittals. The Contractor shall furnish one (1) set of final equipment manufacturer's operation and maintenance materials and manuals for use by the Owner, after incorporating Engineers' review comments.

F. MANUFACTURER'S SERVICE

1. Where service by the manufacturer is specified to be furnished as part of the cost of the item of equipment, the Work shall be at the Contractor's expense.
2. The services provided shall be by a qualified manufacturer's service representative to check the completed installation, place the equipment in operation, and instruct the Owner's operators in the operation and maintenance procedures. Such services are to be for period of time and for the number of trips specified. A working day is defined as a normal 8-hour working day on the job and does not include travel time.
3. The services shall further demonstrate to the Engineer's complete satisfaction that the equipment will satisfactorily perform the functions for which it has been installed. See also Article 1.13; Start-up.

G. INSPECTION AND TESTING

1. General

- a. If, in the testing of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract, the Contractor shall be notified thereof, and he will be directed to refrain from delivering said material of equipment, or to remove it promptly from the site or from the Work and replace it with acceptable material, without cost to the Owner.
- b. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.

2. Cost

- a. Owner shall employ and pay for the services of an independent testing laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.
- b. The cost of any shop tests of materials and equipment specifically called for in the Contract Documents shall be borne by the Contractor, and such costs shall be deemed to be included in the Contract price.
- c. Notify Owner employed-laboratory sufficiently (a minimum of 48 hours) in advance of operations to allow for laboratory assignment of personnel and scheduling of tests. When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred.
- d. Contractor shall employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.
- e. If the test results indicate the material or equipment complies with the Contract Documents, the Owner shall pay for the cost of the testing laboratory. If the tests and any subsequent retests indicate the materials and equipment fail to meet the requirements of the Contract Documents, the Contractor shall pay laboratory costs

of such failed tests. The total of such costs shall be deducted from any payments due to the Contractor.

- f. The Contractor shall pay for all Work required to uncover, remove, replace, retest, etc. any Work not tested due to the Contractor's failure to provide the minimum 48 hours advance notice or due to failed tests.

3. Field Testing

- a. The Owner shall employ and pay for services of an independent testing laboratory to perform testing specifically indicated in the Contract Documents. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.
- b. The Owner may at any time during the progress of the Work request additional testing beyond that which is specified in the Contract. This testing will be at the Owner's expense. The Contractor shall assist the testing laboratory personnel in all ways so as to facilitate access to the location of the material or equipment to be tested.
- c. Contractor shall:
  - 1) Cooperate with laboratory personnel, provide access to the Project.
  - 2) Secure and deliver to the laboratory adequate quantities of representative samples of materials proposed to be used and which require testing.
  - 3) Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other material mixes which require control by the testing laboratory.
- d. The following schedule summarizes the responsibilities of various tests that may be required by the Contract Documents. Contractor shall notify Owner in advance of work so that arrangements can be made with the testing laboratory.

TEST	NOTES	PAID FOR
Soil Compaction	A. Structures: As a minimum one test per 2,000 SF of fill area per lift, or at least 2 tests per structure, per lift. As specified in material specifications sections.	Owner
Concrete	Slump test each delivery, cylinders every 20 CY	Owner
All Other Testing	As specified in various sections of the Project Manual	As Indicated

- 4. Demonstration Tests: Upon completion of the Work and prior to final payment, all equipment installed under this Contract shall be subjected to acceptance or demonstration tests as specified or required to provide compliance with the Contract Documents. The Contractor shall furnish all labor, fuel, energy, water and all other equipment necessary for the demonstration tests at no additional cost to the Owner. See Article 1.13 - Start-up.
- 5. Final Inspection: Prior to preparation of the final payment application, a final inspection will be performed by the Owner and the Engineer to determine if the Work is properly and satisfactorily constructed in accordance with the requirements of the Contract Documents. See Article 1.14 - Closeout.
- 6. Inspection by Other Agencies: The Florida Department of Transportation, the Florida Department of Environmental Protection, Water Management Districts, Orange County EPD, and other authorized governmental agencies shall have free access to the site for

inspecting materials and Work, and the Contractor shall afford them all necessary facilities and assistance for doing so. Any instructions to the Contractor resulting from these inspections shall be given through the Owner/Engineer. These rights of inspections shall not be construed to create any contractual relationship between the Contractor and these agencies.

#### H. WARRANTIES AND BONDS

1. The Contractor shall submit warranties and bonds as specified in the General Conditions and as specified herein. Co-execute submittals when so specified.
2. In the event that the equipment manufacturer or supplier is unwilling to provide a one-year warranty commencing at the time of the Owner acceptance, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two-year warranty from the manufacturer shall not relieve the Contractor of the one-year warranty starting at the time of Owner acceptance of the equipment.
3. If an individual specification section requires a particular warranty more stringent than that required by this Section or the General Conditions, the more stringent requirements shall govern for the applicable portion of the Work.
4. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors, and bind into a commercial quality standard three (3) ring binder; submit one (1) copy of the warranties and bonds to the Engineer for review and transmittal to the Owner.
5. The warranties and bonds shall include:
  - a. Equipment or product description
  - b. Manufacturer's name, principal, address and telephone number
  - c. Contractor, name of responsible principal, address and telephone number.
  - d. Local supplier's or representative's name and address
  - e. Scope of warranty or bond
  - f. Proper procedure in case of failure
  - g. Instances which might affect the validity of warranty or bond
  - h. Date of beginning of warranty, bond or service and maintenance contract
  - i. Duration of warranty, bond or service maintenance contract

#### I. TOOLS AND ACCESSORIES

1. The Contractor shall furnish with each type, kind or size of equipment, one complete set of suitably marked high grade special tools and accessories which may be needed to adjust, operate, maintain or repair the equipment (including special grease guns or other lubricating tools).
2. Such tools and accessories shall be furnished in approved painted steel tool cases, properly labeled and equipped with good grade cylinder locks and duplicate keys no later than upon start-up.
3. Each piece of equipment shall be provided with a substantial stainless steel nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight and principal rating data.

- J. SPARE PARTS: May be specified for certain equipment in the pertinent sections of the Specifications. The Contractor shall collect and store all spare parts during construction and shall surrender such to the Owner in original boxes or containers upon final inspection. In addition, the Contractor shall furnish to the Owner an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each item. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the delivered cost.

- K. HAULING AND CONSTRUCTION OPERATIONS: The Contractor shall conduct access, hauling, filling and storage operations on-site as specified herein and as shown on the Contract Drawings.
  - 1. Unsuitable Material: All unsuitable material shall become the property and responsibility of the Contractor. The Contractor shall properly dispose of all such unsuitable materials off-site in accordance with local, State and Federal Regulations.
- L. USE OF CHEMICALS: All chemicals used during the project construction furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or other classification, must show approval of either the Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

#### 1.04 PROJECT SITE AND ACCESS

##### A. RIGHT-OF-WAY AND EASEMENTS

- 1. The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other traffic. Any earth or other excavated material spilled from trucks shall be removed by the Contractor and the streets cleaned to the satisfaction of the Owner.
- 2. The Contractor shall not enter or occupy private land outside of easements, except by written permission of the property owner.
- 3. At the time of the preconstruction meetings, the Contractor shall fully acquaint himself with the status of all easements required for the Work and the possibility of parcels remaining to be acquired, if any. Should easements not be acquired by the Owner in specific areas of the Work, the Contractor shall sequence and reschedule his work therein so as not to interfere with the progress of work in other areas of the Project. Such rescheduling of Work shall be performed by the Contractor at no additional cost to the Owner. The Owner agrees that it will make every effort to acquire all remaining easements with all speed and diligence possible so as to allow the completion of the Work within the Contract time.

##### B. ACCESS

- 1. Neither the material excavated nor the materials or equipment used in the construction of the Work shall be so placed as to prevent free access to all fire hydrants, valves or manholes.
- 2. Contractor agrees that representatives of the Owner and any governmental agents will have access to the Work wherever it is in preparation or progress and that the Contractor shall provide facilities for such access and inspection.

#### 1.05 PERMITS

- A. Upon Notice of Award, the Contractor shall immediately apply for all other applicable permits to construct the Work from the Town of Windermere, which will be provided at no cost to the Contractor. No Work shall commence until all applicable permits have been obtained.

#### 1.06 UTILITIES

##### A. UTILITY CONSTRUCTION

- 1. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access to private property during construction shall be removed when no longer required.

## B. EXISTING UTILITIES

1. The locations of all existing underground piping, structures and utilities have been taken from information received from the respective owner. The locations are shown without express or implied representation, assurance, or guarantee that they are complete or correct or that they represent a true picture of underground piping to be encountered.
2. The Contractor shall, at all times in performance of the Work, employ approved methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage or destruction of existing public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with, or interruption of, public utility services; and shall cooperate fully with the owners thereof to that end.
3. The Contractor shall exercise care in any excavation to locate all existing piping and utilities. All utilities which do not interfere with the completed Work shall be carefully protected against damage. Any existing utilities damaged in any way by the Contractor shall be restored or replaced by the Contractor at his expense as directed by the Owner/Engineer. Any existing facilities which require operation to facilitate repairs shall be performed only by the owner of the respective utility.
4. It is the responsibility of the Contractor to ensure that all utility or other poles, the stability of which may be endangered by the proximity of excavation, be temporarily stayed and/or shored in position while Work proceeds in the vicinity of the pole and that the utility or other companies concerned be given reasonable advance notice of any such excavation by the Contractor.

## C. NOTICES

1. All governmental utility departments and other owners of public utilities which may be affected by the Work will be informed in writing by the Contractor within two weeks after the execution of the Contract or Contracts covering the Work. Such notice will be sent out in general, and directed to the attention of the governmental utility departments and other owners of public utilities for such installations and structures as may be affected by the Work.
2. The Contractor shall also comply with Florida Statute 553.851 regarding notification of existing gas and oil pipeline company owners. Evidence of such notice shall be furnished to the Owner within two weeks after the execution of the Contract.
3. It shall be the Contractor's responsibility to contact utility companies at least 48 hours in advance of breaking ground in any area or on any unit of the Work so maintenance personnel can locate and protect facilities, if required by the utility company.
4. The Contractor shall, prior to interrupting a utility service (water, sewer, etc.) for the purpose of making cut-ins to the existing lines or for any other purposes, contact the utility owner and make arrangements for the interruption which will be satisfactory to the utility owner.

## D. RELOCATIONS

1. Relocations not shown on the Drawings
  - a. Where public utility installations or structures are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Owner/Engineer, removal, relocation, replacement or rebuilding is necessary to complete the Work under this contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the Owner/Engineer, for the Contractor to accomplish.
  - b. If such Work is accomplished by the utility having jurisdiction, it will be carried out expeditiously and the Contractor shall give full cooperation to permit the utility to

complete the removal, relocation, replacement or rebuilding as required. If such Work is accomplished by the Contractor, it will be paid for as a Change Order.

2. All existing utility castings, including valve boxes, junction boxes, manholes, hand holes, pull boxes, inlets and similar structures in the areas of construction that are to remain in service and in areas of trench restoration and pavement replacement, shall be adjusted by the Contractor to bring them flush with the surface of the finished Work.

## 1.07 RELATED CONSTRUCTION REQUIREMENTS

### A. TRAFFIC MAINTENANCE

1. Maintain public highway traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of Work. Work shall also include construction and maintenance of any necessary detour facilities; furnishing, installing and maintaining of traffic control and safety devices during construction, control of dust, or any other special requirements for safe and expeditious movement of vehicular and pedestrian traffic.
2. Traffic Control shall be provided at the Contractor's expense by the Contractor's personnel or off-duty uniformed police officer, depending on and as required by the applicable traffic control requirements jurisdictional to the construction or road.
3. The Contractor shall prepare a Traffic Control Plan prior to commencing any Work on the site. The Traffic Control Plan shall detail procedures and protective measures for protection and control of traffic affected by the Work consistent with the following applicable standards:
  - a. Standard Specifications for Road and Bridge Construction, (Latest Edition) including all subsequent supplements issued by the Florida Department of Transportation, (FDOT Spec.).
  - b. Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations, FDOT (Latest Edition).
  - c. Right-of-Way Utilization Regulations, Orange County, Florida, Latest Edition.

All references to the respective agency in the above referenced standards shall be construed to also include the Owner for this Work.
4. Before closing any thoroughfare, the Contractor shall give written notice to and, if necessary, obtain a permit or permits from the duly constituted public authority having jurisdiction over the thoroughfare. Notice shall be given no less than 72 hours in advance of the time when it may be necessary in the process of construction to close such thoroughfare, or as may be otherwise provided in the approved Traffic Control Plan.
5. The Contractor shall sequence and plan construction operations and shall generally conduct his Work in such a manner as not to unduly or unnecessarily restrict or impede existing normal traffic through the streets of the local community.
6. Insofar as it is practicable, excavated material and spoil banks shall not be located in such a manner as to obstruct traffic. The traveled way of all streets, roads and alleys shall be kept clear and unobstructed insofar as is possible and shall not be used for the storage of construction materials, equipment, supplies, or excavated earth, except when and where necessary.
7. If required by duly constituted public authority, the Contractor shall, at his own expense, construct bridges or other temporary crossing structures over trenches so as not to unduly restrict traffic. Such structures shall be of adequate strength and proper construction and shall be maintained by the Contractor in such a manner as not to constitute an undue traffic hazard. Private driveways shall not be closed except when and where necessary, and then only upon due advance notice to the Owner/Engineer and for the shortest practicable



period of time consistent with efficient and expeditious construction. The Contractor shall be liable for any damages to persons or property resulting from his work.

8. The Contractor shall make provisions at all "open cut" street crossings to allow a minimum of one lane to be open for vehicular traffic at all times. Lane closing shall be as permitted by the local governing authority and shall be repaired to a smooth, safe driving surface immediately following the installation of pipe or conduit. Flagmen shall be required, in addition to barricades, signs and other protective devices at all lane closings.
  9. The Contractor shall make provisions at cross streets for the free passage of vehicles and pedestrians, either by bridging or otherwise, and shall not obstruct the sidewalks, gutters, or streets, nor prevent in any manner the flow of water in the latter, but shall use all proper and necessary means to permit the free passage of surface water along the gutters.
  10. The Contractor shall immediately cart away all offensive matter, exercising such precaution as may be directed by the Owner/Engineer. All material excavated shall be so disposed of as to inconvenience the public and adjacent tenants as little as possible and to prevent injury to trees, sidewalks, fences and adjacent property of all kinds.
  11. All vehicles and equipment within 10 feet of any roadway shall have flashing strobe lights.
- B. **BARRIER AND LIGHTS:** The Contractor shall exercise extreme care in the conduct of the Work to protect health and safety of the workmen and the public. The Contractor shall provide all protective measures and devices necessary, in conformance with applicable local, state and federal regulations regarding their need and use. Protective measures shall include but are not limited to barricades, warning lights/flashers and safety ropes.
- C. **DUST, NOISE AND EROSION CONTROL**
1. The Contractor shall prevent dust nuisance from his operations or from traffic by the use of water and deliquescent salts.
  2. **Noise Suppression**
    - a. The Contractor shall eliminate noise to as great an extent as practical at all times. Air compressing plants shall be equipped with silencers and the exhaust of all gasoline motors or other power equipment shall be provided with mufflers. In the vicinity of hospitals and schools, special care shall be used to avoid noise or other nuisances. The Contractor shall strictly observe all local regulations and ordinances covering noise control.
    - b. Sound levels measured by the Owner/Engineer's personnel shall not exceed 45 dBA after 8 p.m. or 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 or building. 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/Engineer for excessive noise shall not relieve the Contractor of other contractual responsibilities stipulated in the Contract Documents including, but not limited to Contract Price and time.
  3. **Erosion and Sedimentation Control**
    - a. Temporary erosion controls include, but are not limited to, grassing, mulching, netting, watering and reseeded on-site surfaces and soil and borrow area surfaces and providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the Owner, FDEP and any other agency having jurisdiction.
    - b. Temporary sedimentation controls include, but are not limited to, silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which will ensure that

sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the Owner, FDEP and any other agency having jurisdiction.

- c. The construction of temporary erosion and sedimentation control facilities shall be in accordance with the technical provision of section 104-6.4 of the (Latest Edition), FDOT Standard Specifications for Road and Bridge Construction.
- d. Contractor is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.

#### D. LINES AND GRADES

1. All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.
2. The Contractor shall, at his own expense, establish all working or construction lines and grades as required from the project control points set by the Owner/Engineer, and shall be solely responsible for the accuracy thereof.

#### E. CUTTING AND PATCHING

1. The Contractor shall do all cutting, fitting or patching of his portion of the Work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the Engineer and in accordance with the Drawings and Specifications.
2. Preparation
  - a. Inspect the existing conditions of the project, including elements subject to damage and/or movement during cutting and patching.
  - b. Provide adequate temporary support to assure the structural integrity of all facilities during completion of the Work.
3. Performance
  - a. Execute cutting and demolition by methods which will prevent damage to other existing facilities and will provide proper surfaces to receive installation of equipment and repair.
  - b. Excavation and backfilling shall be performed in a manner which will prevent settlement and/or damage to existing facilities.
  - c. All pipes, sleeves, ducts, conduits and other penetration through surfaces shall be made airtight.
  - d. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes.

#### F. DAILY REPORTS

1. The Contractor shall submit to the Owner's Representative daily reports of construction activities including non-work days. The reports shall be complete in detail and shall include the following information:
  - a. Days from Notice to Proceed; Days remaining to substantial and final completion
  - b. Weather Information;
  - c. Work activities with reference to the CPM schedule activity numbers (including manpower, equipment and daily production quantities for each individual activity);
  - d. Major deliveries;
  - e. Visitors to site;
  - f. Test records;

- g. New problems, and;
- h. Other pertinent information.

For each day, the CONTRACTOR shall prepare a "DAILY CONSTRUCTION REPORT" (Form F-00848) or an alternate form approved by Owner/Engineer.

- 2. A similar report shall be submitted for/by each Subcontractor.
- 3. The report(s) shall be submitted to the Resident Project Representative's Field Office within two (2) days of the respective report date. Each report shall be signed by the CONTRACTOR's Superintendent or Project Manager.

If a report is incomplete, in error, or contains misinformation, a copy of the report shall be returned by the Resident Project Representative to the CONTRACTOR's Superintendent or Project Manager with corrections noted. When chronic errors or omissions occur, the CONTRACTOR shall correct the procedures by which the reports are produced.

#### G. CLEANING

##### 1. During Construction

- a. During construction of the Work, the Contractor shall, at all times, keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the Owner/Engineer, such material, debris, or rubbish constitutes a nuisance or is objectionable.
- b. Provide on-site containers for the collection of waste materials, debris and rubbish and remove such from the site periodically by disposal at a legal disposal area away from the site.
- c. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces. Use only those cleaning materials and methods recommended by the manufacturer of the surface material to be cleaned. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.
- d. The Contractor shall remove from the site all surplus materials and temporary structures when no longer necessary to the Work at the direction of the Owner/Engineer.

##### 2. Final Cleaning

- a. At the conclusion of the Work, all equipment, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances. Employ skilled workmen for final cleaning. Thoroughly clean all installed equipment and materials to a bright, clean, polished and new appearing condition. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- b. The Work shall be left in a condition as shown on the Drawings and the remainder of the site shall be restored to a condition equal or better than what existed before the Work.

- H. PROJECT SIGNS: One project sign shall be furnished and installed on the project site by the Contractor at locations determined by the Owner/Engineer. The utilities project information shall be shown on the project sign. The Contractor may be required to relocate these identifying project signs during the progress of the Work. Each sign shall be approximately 4 x 4 feet in size,

and shall contain the project name, construction cost and names of the Owner or governing council, Engineer and Contractor. Wood shall be pressure treated and fasteners galvanized.

## 1.08 PROJECT MEETINGS

### A. GENERAL

1. The Contractor shall attend all meetings to ascertain that work is expedited consistent with the Contract Documents and construction schedules.
2. Representatives of the Owner, Engineer, contractors, subcontractors, suppliers and utility owners attending meeting shall be qualified and authorized to act on behalf of the entity each represents.
3. The Engineer will schedule and administer the preconstruction meeting, periodic progress meetings, and specially called meetings throughout the progress of the work (i.e., prepare agenda for meetings, make physical arrangements for meetings and, preside at meetings, prepare meeting minutes). A copy of the minutes of each progress meeting will be available forty-eight (48) hours before the next scheduled meeting.
4. Contractor shall record the Preconstruction Meeting and each progress meeting in their entirety, and shall provide the Engineer a regular cassette copy of such recording, having good quality and clarity.

### B. PRECONSTRUCTION MEETING

1. A preconstruction meeting shall be held after date of Notice of Award and before the date of Notice to Proceed at a central site, convenient for all parties, designated by the Owner/Engineer.
2. Attendance
  - a. Owner's Representative
  - b. Engineer and his professional consultants
  - c. Contractor and his superintendent
  - d. Contractor and his superintendent
  - d. Major subcontractors
  - e. Utilities, if applicable
  - f. Others as appropriate
  - h. Others as appropriate

### C. PROGRESS MEETINGS

1. Progress meetings will be held every thirty (30) days or less with the first meeting thirty (30) days after the Preconstruction Meeting or thirty (30) days or less after the date of Notice to Proceed.
2. Progress meeting dates and time shall be scheduled at the Preconstruction Meeting for the entire duration of the Work on a monthly calendar basis. All progress meetings shall be held at a place to be determined by the Owner.
3. Attendance:
  - a. Owner's Representative
  - b. Engineer/prof. consultants as needed
  - c. Contractor
  - d. Subcontractors as appropriate to agenda
  - e. Suppliers as appropriate to agenda
  - g. Others as appropriate

## 1.10 CONSTRUCTION PROGRESS SCHEDULE

- A. Within thirty (30) days after Award of the Contract or before the Preconstruction Meeting, prepare and submit to the Owner/Engineer estimated construction progress schedules for the Work with subschedules of related activities which are essential to its progress. The construction schedule shall be developed by the Critical Path Method (CPM) utilizing Primavera (Primavera Systems, Inc., Bala Cynwyd, PA) computer software, or equal compatible with computers using Windows® operating systems.
- B. Contractor's Responsibility; Contractor shall:
  - 1. Determine the sequence of activities for the orderly progression of the Work.
  - 2. Determine appropriate time estimates of the detailed construction activities.
  - 3. Determine the means, methods, techniques and procedures to be employed in the prosecution of the Work in compliance with the Contract Documents.
  - 4. Monitor the Construction Schedule in a timely manner.
  - 5. Accurately update and revise the Construction Schedule as project conditions and the Contract Documents may require.
  - 6. Consult with his Subconsultant(s) in the preparation and submittal process of the Construction Schedule.
  - 7. Allow for his cooperation with the operation of the Owner and the work of other separate contractors, as applicable.
  - 8. Use the schedule to report progress and for determining delays in achieving the project completion date(s).

## 1.11 SHOP DRAWINGS, WORKING DRAWINGS AND SAMPLES

- A. GENERAL: The Contractor shall submit to the Engineer for review and approval, if any, such working drawings, shop drawings, test reports and data on materials and equipment, and material samples as are specified elsewhere in the specifications and in the Contract Drawings.
- B. CONTRACTOR'S RESPONSIBILITY - The Contractor shall:
  - 1. Check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review;
  - 2. Stamp each data submittal with "Contractor's Stamp" indicating that they have been checked. Shop drawings submitted to the Engineer without the "Contractor's Stamp" will be returned for non-conformance with this requirement;
  - 3. Determine and verify field measurements and construction criteria;
  - 4. Determine and verify specific catalog numbers and similar data (other catalog or manufacturer's data not pertinent to the submittal shall be crossed or marked out).
  - 5. Determine and verify general conformance with Contract Documents.
  - 6. Not begin any work covered by a shop drawing returned for correction until a revision or correction thereof has been reviewed, approved and returned to the Contractor by the Engineer. The Contractor shall be responsible for and bear all costs for damages which may result from the ordering of any material or from proceeding with any part of the work prior to the review and approval by the Engineer of the necessary shop drawings;
  - 7. Carry out the construction in accordance with the Engineer approved shop drawings and shall make no further changes therein except upon written instruction from the Engineer;

8. Submit to the Engineer all shop drawings, samples and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking, and appropriate action;
9. List exceptions to the specifications taken by the Contractor in the letter of Shop Drawing Transmittal to the Engineer.

C. ENGINEER'S RESPONSIBILITY - the Engineer will:

1. Review shop drawings, data, and samples submitted by the Contractor to interpret the work depicted on such submittal to be in general conformance with the design concept and in general compliance with the Contract Document requirements. The Engineer's review and approval, if any, constitutes a limited, conditional or qualified permission to use such materials, equipment or methods and does not constitute an approval of dimensions, quantities, details of the material, equipment, device or item submitted.
2. Review and return shop drawing submittals within 30 calendar days of receipt.
3. Reject and return shop drawings to the Contractor without action or review with the following applicable notation:
  - a. "Contractor's Stamp required - Incomplete Review by Contractor", or
  - b. "Submittal Not Required by Contract Documents", or
  - c. "Submittal Incomplete - See Section \_\_\_\_\_", or
  - d. "Contract Variation Not Noted in Transmittal".

D. SUBMITTAL PROCEDURES

1. Preliminary Shop Drawing Data: Within 30 days after the Award of the Contract or before the Preconstruction Meeting, the Contractor shall submit to the Engineer a complete listing of manufacturers for all items for which shop drawings are to be submitted.
2. Shop Drawing Submittal Schedule: Within 30 days after the Notice to Proceed, the Contractor shall submit to the Engineer a complete schedule of shop drawing submittals fixing the respective dates for submission, the beginning of manufacture, testing, and installation of materials, supplies and equipment, noting those submittals critical to the progress schedule.
3. Submittal Log: An accurate updated log of submittals maintained by the Contractor and subject to review by the Owner/Engineer at each scheduled progress meeting.
4. When reviewed by the Engineer, each of the shop drawings will be identified as having received such review, being so stamped and dated. Shop drawings stamped "REJECTED" will be returned to the Contractor for correction and resubmittal with the required correction indicated on the shop drawing or listed on a "Shop Drawing Review Comment Sheet".
5. If submitted drawings or schedules show a departure or variation from the Contract Requirements which the Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings without noting an exception.
6. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or specifications, the Contractor shall give written notice thereof to the Engineer. This does not constitute a change order until approved by the Owner.
7. Resubmittals will be handled in the same manner as first submittals. On resubmittals, the Contractor shall direct specific attention on the transmittal and on resubmitted shop drawings to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
8. The Engineer will review a submittal/resubmittal a maximum of two (2) times after which the cost of review will be borne by the Contractor at the Engineer's standard hourly rate.

9. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "Rejected" until properly resubmitted
10. Contractor shall submit a minimum of five (5) sets, plus additional sets as required by his subcontractors, of each shop drawing submittal for review. The Engineer will distribute shop drawings as follows for the indicated action taken:

<b>SHOP DRAWING SUBMITTAL DISTRIBUTION</b>						
<b>Representative Party</b>	<b>Approved (A) Approved as Noted (AN)</b>			<b>Not Approved (NA)</b>		
	<b>Submittal Transmittal</b>	<b>Shop Drawing</b>	<b>Review Comment Sheet</b>	<b>Submittal Transmittal</b>	<b>Shop Drawing</b>	<b>Review Comment Sheet</b>
Engineer	Original	File Copy	1 Copy	Original	File Copy	1 Copy
Contractor (see Note 1)	1 Copy	1 Copy Each Submittal	1 Copy	1 Copy	All Copies Except Engrs. File Copy	1 Copy
Owner	1 Copy	1 Copy Each Submittal	1 Copy	1 Copy	None	1 Copy
Structural Engineer Subconsultant (see Note 3)	1 Copy	1 Copy Each Submittal	1 Copy	1 Copy	None	1 Copy

**NOTES:**

1. Contractor shall distribute additional copies to subcontractors as required.
2. Stored by Contractor to be furnished to Owner/Engineer upon closeout.
3. Provide Shop Drawing Submittal set for Division 3 through Division 8.
4. Provide Shop Drawing Submittal set for Division 13 and Division 16, Section 15400 and Section 15800.

11. All shop drawing submittals shall be accompanied with a transmittal letter (PEC Form 00864 - Shop Drawing Transmittal) providing the following information:
  - a. Project Title and Contract Number
  - b. Date
  - c. Contractor's name and address
  - d. The number of each shop drawing, project data, and sample submitted.
  - e. Notification of Deviations from Contract Documents
  - f. Submittal Log Number conforming to specification section numbers
    - 1) Submit each specification section separately.
    - 2) Identify each shop drawing item required under respective specification section.
    - 3) Identify resubmittals using specification section followed by A (first resubmittal), B (second resubmittal) ... etc.

- E. **SHOP DRAWINGS:** The term "Shop Drawings" shall be construed to mean Contractor's plans for material and equipment which become an integral part of the Project. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, wiring and control diagrams, material and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material.
1. Shop drawings shall be prepared in a manner and sufficient detail to enable the Engineer to determine compliance with all stated specification requirements.
  2. Drawings and schedules shall be checked and coordinated with the work of all trades involved before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination.
  3. If drawings show variation from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the Work in accordance with the Contract, even though such drawings have been reviewed.
- F. **SAMPLES:** The Contractor shall furnish, for the approval of the Engineer, samples required by the Contract Documents or requested by the Engineer.
1. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples.
  2. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements. Materials or equipment for which samples are required shall not be used in work until approved by the Engineer. Materials and equipment incorporated in Work shall match the approved samples.
  3. Approved samples not destroyed in testing shall be sent to the site of the Work. Approved samples of the hardware in good condition will be marked for identification and may be used in the Work. Samples which failed testing or were not approved will be returned to the Contractor at his expense, if so requested at the time of submission.

#### 1.12 PROJECT RECORD DOCUMENTS

- A. The Contractor shall maintain at the site, for the Owner, one record copy of the following to be submitted to the Engineer for the Owner at Project Closeout:
- |  |   |
|--|---|
| 1. Conformed Drawings                                    | 7. Field Orders                                     |
| 2. Conformed Specifications                              | 8. Contractor's Requests for Additional Information |
| 3. Addenda   | 9. Approved Shop Drawings                           |
| 4. Change Orders and other modifications to the Contract | 10. Field Test Records                              |
| 5. Progress Photographs                                  |   |
| 6. Construction Progress Schedules                       |   |
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

#### 1.13 START-UP

- A. **Start-Up DEMONSTRATION AND TESTING Certification**
1. After all Work components have been constructed, field tested and the start-up CHECK-OUT completed in accordance with the manufacturer requirements, perform Start-up DEMONSTRATION AND TESTING in the presence of the Engineer and the Owner.



2. The intent of the start-up demonstration and testing is for the Contractor to demonstrate to the Owner and Engineer that the Work will function as a complete and operable system under normal as well as emergency operating conditions and is ready for acceptance. The demonstration shall be conducted upon completion of all systems at a date to be agreed upon in writing by the Owner or his representative.

#### 1.14 CONTRACT CLOSEOUT

##### A. SUBSTANTIAL COMPLETION

1. When the Contractor considers the Work as substantially complete, he shall submit to the Engineer a written notice stating so and requesting the Engineer to make an inspection to determine the status of completion. This request shall be accompanied by a list of items to be completed or corrected.
2. Should the Engineer determine that the work is not substantially complete, the Engineer will promptly notify the Contractor in writing, given the reasons therefore the Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the Engineer for reinspection.

##### B. FINAL INSPECTION

1. When the Contractor considers the Work complete, he shall submit written certification that:
  - a. Contract Documents have been reviewed.
  - b. Work has been inspected for compliance with Contract Documents.
  - c. Work has been completed in accordance with Contract Documents.
  - d. Equipment and systems have been tested in the presence of the Owner's Representative and are operational.
  - e. Work is completed and ready for final inspection.
2. The Engineer will make a final inspection to verify the status of completion after receipt of such certification.
3. Should the Engineer consider that the Work is incomplete or defective, he will promptly notify the Contractor in writing, listing the incomplete and defective work, to the best of his knowledge at that time. If the Engineer has inadvertently omitted any items from the list it shall not relieve the Contractor from his obligations shown on the Drawings and specified in the Project Manual. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete.
4. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.
5. Should the Engineer perform reinspection due to failure of the work to comply with the claims of status of completion made by the Contractor, the Owner will deduct the amount of any compensation or costs paid for additional inspections or tests from the final payment to the Contractor.

##### C. CONTRACTOR'S CLOSE-OUT SUBMITTALS TO ENGINEER

1. Evidence of compliance with requirement of governing authorities.
2. Project Record Documents.
3. Operating and Maintenance Data.
4. Evidence of Payment and Release of Liens
5. Certificate of Insurance for Products and Completed Operations
6. Warranties and Bonds (required for the Correctional Period and Maintenance Period).
7. Spare Parts and Maintenance Materials.
8. *Supplier and Subcontractor Final Waiver and Release of Lien(s), and Contractor's, Supplier's and Subcontractor's Final Affidavit(s). (Required information shall conform to Chapter 713 of the Florida Statutes, Supplement 1996.)*

9. Final Application for Payment, including "Consent of Surety to Final Payment", "Final Statement of Accounting" and final Change Order, if required. The final Statement of Accounts shall reflect the following adjustments to the Contract Price:

- |    |                                 |    |                                      |
|----|---------------------------------|----|--------------------------------------|
| a. | Previous Change Orders          | e. | Penalties and bonuses                |
| b. | Allowances                      | f. | Deductions for liquidated damages    |
| c. | Unit prices                     | g. | Deductions for reinspection payments |
| d. | Deductions for uncorrected work | h. | Other adjustments                    |

The Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Price which were not previously made by Change Orders.

#### 1.15 SPECIAL PROJECT PROCEDURES

If construction work requires operations other than Regular Working Hours, the CONTRACTOR shall obtain written permission of the OWNER at least seventy-two (72) hours in advance of starting such work, and shall set forth the proposed schedule for overtime to give OWNER ample time to arrange for his/her personnel to be at the site of the Work. Work outside the Regular Working hours requiring presence of the OWNER's Resident Project Representative (RPR) shall require the CONTRACTOR to reimburse the OWNER for the salary and overtime cost for the RPR.

**END OF SECTION**