



CITY OF DELRAY BEACH

100 NW 1st AVENUE, DELRAY BEACH, FL 33444

REQUEST FOR BIDS AND GENERAL CONDITIONS FOR

Bid 2016-082C
Drainage Swales FY-15-16
City Project No. 2015-034

MAYOR
VICE MAYOR
DEPUTY VICE MAYOR
COMMISSIONER
COMMISSIONER
CITY MANAGER

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Purchasing Department ♦ (561) 243-7161 ♦ purchasing@mydelraybeach.com

CITY OF DELRAY BEACH

Bid 2016-082C Drainage Swales FY-15-16 City Project No. 2015-034

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CITY OF DELRAY BEACH
TEL: (561) 243-7161
FAX: (561) 243-7166

PURCHASING DEPARTMENT
REQUEST FOR BID

Bid No. 2016-082C
Drainage Swales FY-15-16
Project No. 2015-034
BID SUMMARY

SCOPE OF SERVICES: The City of Delray Beach, FL is accepting bids from qualified bidders to furnish all labor, materials, equipment, and all incidentals and appurtenances for Construction of 6" Deep Roadside swales of the following Neighborhoods: Lake Forest South Neighborhood and Sunflower Neighborhood the two neighborhoods are located off Lake Ida road between Barwick Road and Gulf Stream Canal. Also Lake View Blvd and Lake View Dr. The two streets are located off Military Trail and Linton Blvd. The project includes clearing and grubbing, grading, and sod. Sod is to be St. Augustine where irrigation exists and Bahia where no irrigation exists.

MANDATORY PRE-BID: A mandatory pre-bid conference has been scheduled for Tuesday, March 29, 2016 at 10:00 AM, at 434 South Swinton Avenue, Delray Beach, Florida, 33444. All interested bidders are required to attend and be prepared to ask questions. No questions and requests for information received after April 7, 2016 at 5:00 PM will be addressed.

PREQUALIFICATION: Prequalification requirements are waived for aforementioned project.

DUE DATE: April 14, 2016 at 2:00 PM at which time all bids will be publicly opened and read. All bids shall be submitted in sealed envelopes, mailed or delivered to the City of Delray Beach, Purchasing Office, 100 N.W. 1ST Avenue, Delray Beach, Florida 33444. All sealed bids must be received on or before the due date and time (local time). Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays.

BID OPENINGS: All bids submitted will be read at the City's scheduled bid opening for the designated project. All Bids will be publicly opened at City Hall and all bidders and the general public are invited and encouraged to attend.

BID NOTIFICATION: The City of Delray Beach (City) utilizes the following procedures for notification of bid opportunities:

Bidsync – www.bidsync.com
Request via email purchasing@mydelraybeach.com
City of Delray Beach – Hard copies are available at City Hall

The City uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting submissions, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the Bid from BidSync. Bidders are strongly encouraged to read the various vendor guides and tutorials available in BidSync well in advance of their intention to submit to ensure familiarity with the use of BidSync. The City shall not be responsible for a Bidder's inability to submit by the end date and time for any reason, including issues arising from the use of BidSync.

These are the only forms of notification authorized by the City. The City shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the

bidder's responsibility to verify the validity of all bid information received by sources other than those listed.

INFORMATION AND CLARIFICATION:

For additional information concerning this Bid, technical specifications, etc., use the question/answer feature provided by BidSync. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted via written addendum. No variation in Scope or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials and labor required.

ELECTRONIC BIDS: Electronic bids are to be submitted through a secure mailbox at BidSync (www.bidsync.com) until the date and time as indicated in this Solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their bid reaches BidSync before the Solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a bid in response to a City of Delray Beach solicitation via BidSync. Electronic bid submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

PRESENTATION OF BIDS – PAPER SUBMISSION: Complete bid packets must be presented to the Purchasing Department in a sealed envelope unless otherwise indicated. All paper submissions must be received on or before the due date and time (local time) at the City of Delray Beach, Purchasing Office, 100 NW 1st Avenue, Delray Beach, Florida 33444. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. The Proposer's name, return address, BID number, BID title, due date and time must be noted on the envelope. It is the sole responsibility of the bidder to utilize the forms provided in the bid package and to ensure their bid reaches the Purchasing Office on/or before solicitation due date and time (local time). Included in the envelope shall be ONE (1) unbound original, TWO (2) copies of all bid forms, and one (1) electronic copy of all submitted materials on CD. The original should be marked "ORIGINAL". Each copy must be identical to the original and the file format on the CD should be in Portable Document Format (pdf).

LATE BIDS – PAPER SUBMISSION: Bid packets received in the purchasing division after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Delray Beach is not responsible for the lateness of mail carrier, weather conditions, etc.

INQUIRIES AND OBJECTIONS CONCERNING THIS BID:

All Proposers shall carefully examine this bid, including the forms and the Agreement. If a Proposer discovers any ambiguities or inconsistencies in any aspect of this bid the Bidder shall immediately notify the City's Chief Purchasing Officer.

Questions and objections concerning this bid may be delivered to the City by mail, e-mail, or fax, but all such submittals shall be in writing and addressed to:

City of Delray Beach
Purchasing Department
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Facsimile: (561) 243-7166
E-mail: purchasing@mydelraybeach.com

The number of this Bid packet must appear on all correspondence, or inquiries, pertaining to this Bid.

No later than **April 07, 2016 at 5:00 PM** interested Bidder shall deliver to the City all of the Bidder's (a) questions concerning the intent, meaning and interpretation of this Bid, including the Agreement

and (b) objections to the terms of this Bid, including the Agreement. Each Bidder shall be deemed to have waived all questions and objections that are not submitted to the City in compliance with this Section. Questions and objections concerning this Bid may be delivered to the City by mail, e-mail, or fax, but all such submittals shall be in writing and addressed to address, facsimile or email address listed above.

MINOR DEFECT: The City reserves the right to waive any minor defect, irregularity, or informality in any response. The City may also reject any or all responses without cause prior to award.

EVALUATION: Responses will be evaluated as outlined in the solicitation document.

AWARD: The City of Delray Beach reserves the right to accept any submittal or combination of submittals which, in the City's judgment will best serve the City's interest, reject any and all submittals, to waive any and all informalities and/or irregularities, and to negotiate terms with the successful Consultant, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional responses. The City reserves the right to reject any or all responses, or any part of any response, to waive any informality in any response, and to award the contract in the best interest of the City.

SCHEDULE AND DEADLINES FOR BID: A summary schedule of the major activities associated with this bid is presented in Table 1, below. The City, at its sole discretion, may modify the schedule as the City deems appropriate. The City will provide notification of any changes to the schedule by issuing written addenda.

Table 1

ACTIVITY	DATE
Issue Bid	March 17, 2016
Deadline for Delivery of Written Questions and Objections	April 07, 2016
Deadline for Delivery of Bids	April 14, 2016
Institute Cone of Silence	April 14, 2016
City Commission Approval and award of Contract	TBD

CITY OF DELRAY BEACH, FL
STANDARD GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Delray Beach Purchasing Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change within the contract itself or in the Invitation to Bid (ITB), Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement or any other similar document. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ) and Request for Proposal (RFP) are interchangeable.

PART I CONDITIONS:

- 1.1 PUBLIC ENTITY CRIMES:** Pursuant to Florida Statutes 287.133, as amended, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Each Proposer must certify that the Proposer is not subject to these prohibitions regarding public entity crimes.
- SCRUTINIZED COMPANIES:** This Section applies to any contract for goods or services of \$1 million or more. The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in Florida Statutes 287.135. The City may terminate a contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of Florida Statutes 287.135 or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Florida Statutes 287.135.
- 1.2 DEBARRED OR SUSPENDED PROPOSERS:** The Proposer certifies, by submission of a response to this solicitation, that neither it nor its principals or subcontractors are presently debarred or suspended by any Federal, State or City department or agency.
- 1.3 LOBBYING ACTIVITIES:** All Proposers are advised that the Palm Beach County Lobbyist Registration Ordinance (Section 2- 351 of the Palm Beach County Code of Ordinances) applies to the City and this solicitation. Any violation of this requirement may cause the Proposer to be disqualified and prohibited from participating further in the RFP process.
- 1.4 COMPLIANCE WITH LAWS:** Proposer shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant any order.
- 1.5 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this solicitation.
- 1.6 PUBLIC RECORDS:** Proposer shall comply with all public records laws in accordance with Florida Statutes, Chapter 119. In accordance with state law, Proposer agrees to:
- (a) Keep and maintain all records that ordinarily and necessarily would be required by the City.
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Florida Statutes, Chapter 119. or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all

records in possession of the Proposer at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the Proposer.

- (e) If Proposer does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

Any language contained in the Proposer's response to the Bid purporting to require confidentiality of any portion of the Proposer's response to the Bid, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Bid constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE BID AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE BID OR ANY PART THEREOF AS COPYRIGHTED.

- 1.7 **INSPECTOR GENERAL:** Proposer is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of purchases and contracts, and may demand and obtain records and testimony from Proposer and its sub licensees and lower tier sub licensees. Proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Proposer or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of any order.
- 1.8 **CONE OF SILENCE:** Proposers are advised that a Cone of Silence is in effect at the time of submission. The Cone of Silence prohibits any communications, except written correspondence, between the Proposers or any Person representing the Proposers, and any member of the City Commission, the Commission's staff, any City employee authorized to act on behalf of the City to award the contract or Bid, or any member of the Selection Committee. The Cone of Silence will commence and take effect at the deadline for submitting bids. Section 36.13 of the City Code provides "[a]ny person participating in a competitive solicitation issued by the City shall comply with Section 2 - 355 of the Palm Beach County Code of Ordinances."
- 1.9 **LOCAL PREFERENCE:** In accordance with the City of Delray Beach Code of Ordinances Sec. 36.14, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars (\$5,000.00), whichever is less, of the lowest responsible and responsive proposer.
- 1.10 **LITIGATION VENUE:** The Proposers waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Palm Beach County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 1.11 **INDEMNITY/HOLD HARMLESS AGREEMENT:** Proposer shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind,

including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Proposer, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of any order including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or demand, Proposer shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of any order. To the extent considered necessary by the Chief Purchasing Officer and the City Attorney, any sums due Proposer under any order may be retained by City until all of City's claims for indemnification pursuant to any order have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.1 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers. BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP. BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB. RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

PROPOSER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Proposer; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.2 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this solicitation that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.1 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms

may cause the bid to be rejected. Bids will be publicly opened in the Purchasing Department Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

- 3.2 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.3 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.4 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.5 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.6 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Purchasing Department immediately. Such notification must be received by the Purchasing Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to the deadline for questions. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.7 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.8 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.9 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of

supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

- 3.10 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Delray Beach encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.11 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.12 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Officer reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.13 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.14 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes, City Ordinances, the Palm Beach County Code of Ethics and all other applicable rules and regulations relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.15 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.16 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local

ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.17 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE CHIEF PURCHASING OFFICER, BY DELIVERING A LETTER OF PROTEST TO THE CHIEF PURCHASING OFFICER WITHIN THREE BUSINESS (3) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED.

Any bidder, proposers or responders filing a protest shall simultaneously provide a Protest Bond (cashier's check) to the City in the amount of fifteen thousand dollars (\$15,000.). If the protest is decided, in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check.

PART IV BONDS AND INSURANCE

4.1 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Delray Beach, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of an Agreement by the Contractor.

4.2 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.1 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.

- All other remedies in law or equity.

- 5.2 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 5.3 PACKING SLIPS:** It will be the responsibility of the awarded Contractor to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Delray Beach purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 5.4 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 5.5 TAX EXEMPTION:** The City of Delray Beach is exempt from State Sales Tax and Federal Excise Taxes. Where tax applies, the invoice must show gross, price, amount of tax, and net price. Exception certificate will be provided upon request.
- 5.6 PAYABLE INTEREST:** *Payment of Interest.* The City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Bidder waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to the bid. *Rate of Interest.* In any instance where the prohibition or limitations herein are determined to be invalid or unenforceable, the annual rate of interest payable by the City, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).
- 5.7 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 5.8 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 5.9 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

- 5.10 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Proposer until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

- 5.11 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Florida Statutes, Chapter 442. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of any order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.12 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.13 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.14 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.15 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.16 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon fifteen days written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.17 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel this agreement by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.18 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.19 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract for the duration of the contract and for three years after the final payment, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later. The Contractor agrees to make available to the City or designee, during normal business hours all books of account, reports and records relating to any agreement as a result of this bid.

- 5.20 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.21 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.22 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.23 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.24 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.25 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City which consent may be withheld for any reason. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

INSTRUCTIONS TO BIDDERS

1. Defined Terms.

Terms used in these Instructions to Bidders are defined in the City of Delray Beach, Florida Additional General Conditions (Article 1). Additional definitions are as follows:

Bidder – A Contractor or Vendor who submits a Bid directly to the CITY, as distinct from a sub-bidder, who submits a bid to a Bidder.

Successful Bidder - the lowest, most qualified, responsible and responsive Bidder to whom CITY (on basis of CITY'S evaluation as hereinafter provided) makes an award that is most advantageous to the CITY. The CITY'S evaluation of the bid shall take into consideration the cost (total, unit price, or combination of both), CITY'S prior experience with bidder, demonstrated expertise of bidder, references of bidder, qualifications of bidder and ability of bidder to complete the project in a timely manner.

Bidding Documents - includes the Instructions to Bidders, the Bid Form, and the proposed contract documents (including all Addenda issued prior to receipt of Bids). "Addenda" means all written or graphic instruments issued by the City prior to the execution of the Contract that modifies or interprets the Bidding Documents by additions, deletion, clarifications or corrections. "Bid" means a complete and properly signed proposal to do the Work for the sum stipulated therein, submitting in accordance with the Bidding Documents. "Responsible Bidder" means a bidder having the required qualifications to perform the work set forth in the Advertisement for Bids; the Bidder's responsibility is determined by the City's good faith evaluation of whether, in the City's opinion, the Bidder possesses the judgment, skill, experience and financial resources necessary to perform the Contract. "Non-Responsible Bidder" means a bidder who, as judged by the CITY, lacks those attributes of a Responsible Bidder necessary to perform the Contract. "Responsive Bid" means a bid in which the Bidder describes the Work in the same way as it is described in the advertisement for Bids; the Bidder's responsiveness is determined by the CITY'S evaluation of the Bid's conformance in all material respects to the Advertisement for Bids.

2. Copies of Bidding Documents.

- 2.1 Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the Advertisement for Bids may be obtained from CITY Purchasing Dept.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither CITY nor CONSULTANT assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 CITY and CONSULTANT 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.

3. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of CITY'S request written evidence, such as financial data, previous experience; present commitments and other such data as may be called for in the Instructions to Bidders. Each Bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located. The CITY reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Bidder to perform the Work and if, after investigation, the evidence of his competency or financial ability is not satisfactory, the CITY reserves the right to reject his bid.

4. Examination of Contract Documents and Site.

- 4.1. In submitting a Bid, the Bidder represents that it has examined the location of the proposed Work, by thorough examination of the Contract Documents, requirements of the Work and the accuracy of the estimate of the quantities of the Work to be done; and shall not at any time after the submission of a bid dispute or complain of such estimate nor the nature or amount of work to be done. The Bidder further represents and warrants that it has visited the site, become familiar with local conditions under which the Work must be performed and has correlated its personal observations with the requirements of the Contract Documents.
- 4.2. Bidder shall be familiar with and fully comply with all federal, state and local laws, ordinances, rules and regulations that in any way affect the cost, progress or performance of the Work. Failure to familiarize himself with applicable laws, ordinances, rules and regulations will in no way relieve bidder from the responsibility included in the applicable laws. Bidder is solely responsible for compliance with all federal, state and local laws, ordinances, rules, regulations and applicable building codes.
- 4.3. Information and data reflected in the Contract Documents with respect to Underground Utilities at or contiguous to the site is based upon information and data furnished to the CITY and the CONSULTANT by the owners of such Underground Utilities or others, and the CITY does not assume responsibility for the accuracy or completeness thereof.
- 4.4. Reference may be made to the Technical Specifications for the Identification of:
 - 4.4.1. Those reports of exploration and tests of subsurface conditions at the site which have been utilized by CONSULTANT in preparation of Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.
 - 4.4.2. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by CONSULTANT in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.
 - 4.4.3. Copies of such reports and drawings will be made available by the CITY to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraphs 4.4.1 and 4.4.2 are incorporated therein by reference. Such technical data has been identified and established in Technical Specifications.
- 4.5. In submitting a Bid, Bidder warrants the accuracy of the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater conditions, the character of equipment and facilities needed preliminary to and during the execution of the work, the general and local conditions and all other matters which can in any way affect the Work of this Project. The prices established for the work to be done will reflect all costs pertaining to the Work. Any claims for extras based on substrata or groundwater table conditions will not be allowed.
- 4.6. By submission of its bid, Bidder affirms that he has, at his own expense, made or obtained any additional examinations, investigations, explorations, tests, and studies and

obtained any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise, prior to bidding which may affect cost, progress, or performance of the Work and which Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents and/or he has satisfied himself with respect to such conditions and he shall make no claims against the CITY or the CONSULTANT if on carrying out the Work he finds that the actual conditions do not conform to those indicated. In submitting its Bid, Bidder further warrants the accuracy of the plans and specifications with regard to all underground facilities.

- 4.7. On request, the CITY will provide Bidder access to the site to conduct such investigations and tests as Bidder deems necessary for submission of his Bid. Bidder shall schedule such access in advance with the CITY.
- 4.8. Upon completion of such additional field investigations and tests, Bidder shall completely restore disturbed areas.
- 4.9. 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 or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by CITY unless otherwise provided in the Contract Documents.
- 4.10. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of Article 4 of the Instructions to Bidders, "Bidder's Examination of Contract Documents and Site", that without exception the Bid is premised upon performing the work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. Interpretations and Addenda.

- 5.1. All questions about the meaning or intent of the Contract Documents are to be directed to Purchasing. Interpretations or clarifications considered necessary by CONSULTANT in response to such questions will be issued by addenda and will be posted via Bidsync. Questions received after the inquiry deadline may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by CITY or CONSULTANT.
- 5.3. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the CITY and CONSULTANT errors, inconsistencies for ambiguities discovered.

6. Bid Security.

- 6.1. Each Bid must be accompanied by Bid security made payable to the City of Delray Beach in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified check or cashier's check drawn upon any State or National Bank of Florida or a Bid Bond issued by a surety meeting the requirements of Paragraph 6.1 of the General

Conditions. Said check or bond shall be made payable to the CITY and shall be given as a guarantee that Bidder, upon receipt of notification of tentative award of the contract, will enter into an Agreement with the CITY, and furnish the necessary documents including but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein, all bonds shall be written by a surety authorized to conduct business in the State of Florida and shall have a registered agent in the State of Florida, meeting the requirements of Paragraph 6.1 of the General Conditions. Bid Bonds issued on any form, other than those provided herein, will not be acceptable. No bids will be considered unless accompanied by the required bid security.

- 6.2. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security whereupon the Bid security will be returned. If the apparent successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within 15 days after the Notice of Tentative Award, the CITY may annul the Notice of Tentative Award and the Bid security of that Bidder will be forfeited. The CITY may then accept the bid of the next most qualified responsive Bidder, or re-advertise for bids. If the bid of the next most qualified responsive Bidder is accepted, this acceptance shall bind such Bidder as though he was the original successful Bidder. There shall be no binding contract until such time as the CITY accepts the contract and makes final award of the contract. The Bid Security of other Bidders whom CITY believes to have a reasonable chance of receiving the award may be retained by the CITY until the earlier of the seventh day after the effective date of the Agreement or the ninety-first day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not responsive will be returned within ten days after the Bid opening.

7. Contract Time.

The number of calendar days within which , or the date by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

8. Liquidated Damages.

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. Substitute or "Or-Equal" Items.

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to CONSULTANT, application for such acceptance will not be considered by CONSULTANT until after the Effective Date of the Agreement. The procedure for submittal of any such application by Contractor and consideration by CONSULTANT is set forth in Paragraphs 7.6.1, 7.6.2 and 7.6.3 of the General Conditions which may be supplemented in the General Requirements. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by CONSULTANT at least ten days prior to the date for receipt of Bids. Furthermore, no substitutions will be permitted in the absence of the express written consent of CONSULTANT.

10. Subcontractors, Suppliers and Others.

- 10.1. If the Bid Form requires the identity of certain Subcontractors, Suppliers and other persons and organizations, including those who are to furnish the principal items of material and equipment, to be submitted, the Bidder shall provide such identification. If requested by the CITY or CONSULTANT, Bidder shall provide an experience statement with pertinent information regarding similar projects and other evidence of qualification for each Subcontractor, supplier, person or organization. If the CITY or CONSULTANT after

due investigation has reasonable objection to any proposed Subcontractor, supplier, other person or organization, either may, before the Notice of Tentative Award is given, request the apparent successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent successful Bidder declines to make any such substitution, the CITY may retract its award of the Contract to Bidder and award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom the CITY or CONSULTANT does not make written objection prior to the giving of the Notice of Tentative Award will be deemed acceptable to the CITY and CONSULTANT subject to revocation of such acceptance after the Effective Date of the Agreement. Subcontractors shall not be changed without the approval of the CITY and the CONSULTANT. No acceptance by the CITY or CONSULTANT of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of the CITY or CONSULTANT to reject defective work or materials not conforming with these specifications.

- 10.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent successful Bidder, as a condition precedent to being awarded the Contract, shall identify in writing to the CITY those portions of the Work that such Bidder proposes to subcontract. If the Bidder is awarded the Contract based upon such representations, it is precluded from subcontracting out any additional portions of the Work.
- 10.3. No Bidder shall be required to employ any Subcontractor, other person or organization against whom Bidder has reasonable objection.
- 10.4. **No more than 40% of dollar value of the total contract work may be accomplished by subcontractors.** Balance of work must be accomplished by selected Contractor's own forces. Each bidder must furnish with his proposal, a list of the items he proposes to sub-contract and the estimated cost of these items.

11. Bid Form.

- 11.1. Bids must be submitted on the Bid Form formulated by the CITY. The Bid Form is included with the Bidding Documents. Failure to submit a Bid on the Bid Form provided herein or to fully complete the Bid in accordance with these instructions renders the Bid void and shall not be considered for award by the CITY.
- 11.2. All blanks on the Bid Form must be completed and the Bidder will be responsible for its correctness.
- 11.3. Bids by corporations must be executed in the corporate name by the president, 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. The corporate address and state of incorporation shall be shown below the signature.
- 11.4. Bids by partnerships must be executed in the partnership name and signed by a partner, accompanied by evidence of authority to sign, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 11.6. The address to which communications regarding the Bid are to be directed must be shown.

- 11.7. The Bidder shall comply with the Florida Trench Safety Act, Fla. Stat. 553.60 et seq. All Bids shall include all information required by Statute.
- 11.8. The Bidder shall comply with the Public Entity's Crime Statute, Fla. Stat. 287.133. All Bids shall include the information required by Statute.
- 11.9. The Bidder shall comply with the Drug-Free Workplace Statute, Fla. Stat. 287.133 and provide information required by Statute.

12. Submission of Bids.

Bidders shall submit ONE (1) unbound original, TWO (2) copies and one (1) electronic copy of all submitted materials at the time and place indicated in the Bid form and shall be included in a sealed envelope, marked with the Project title and, if applicable, the designated portion of the Project for which the Bid is submitted and name and address of the Bidder. The sealed envelope shall be addressed to: City of Delray Beach Purchasing Office, 100 NW 1st Avenue, Delray Beach, FL 33444. Each bid shall be accompanied by all 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 "Bid Enclosed" on the face thereof. Bidder assumes full responsibility for timely delivery of its Bid, which must be sent by registered mail or by means whereby the Bidder receives positive notification for delivery to the CITY. Oral, telephonic, or faxed Bids are invalid and will not receive consideration.

13. Modification and Withdrawal of Bids.

- 13.1. Bids may be modified or withdrawn only 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. Prior to the time and date set for the opening of bids, and the request for modification or withdrawal must be approved by the CITY and CONSULTANT. Bidders must ensure that their request for withdrawal of bid is received prior to the item and date set for the opening of Bids.
- 13.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with the CITY and promptly thereafter demonstrates to the reasonable satisfaction of the CITY that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. Opening of Bids.

Bids will be opened and read aloud publicly at the time and place indicated in the Bid Documents. Total bids amount will be made available to Bidders after the opening of Bids.

15. Bids to remain Open.

All Bids shall remain subject to acceptance for ninety (90) days after the day of the Bid opening, but the CITY may, at the sole discretion of the City, release any Bid and return the Bid Security prior to that date.

16. Award of Contract.

- 16.1. The CITY reserves the right to accept any Bid or combination of Bid alternates which, in the CITY'S judgment will best serve the City's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, the CITY reserves the right to reject the Bid of any Bidder if the CITY believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is

unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CITY. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 16.2. In evaluating Bids, the CITY shall consider the cost, CITY'S prior experience with bidder, demonstrated expertise of bidder, references of bidder, qualifications of bidder and ability of bidder to complete the project in a timely manner as well as 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 Tentative Award.
- 16.3. The CITY may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Subcontractors, Suppliers and other persons and organizations must be submitted as provided in paragraph 10. The CITY also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Tentative Award.
- 16.4. The CITY may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility qualifications and financial ability of the Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work in accordance with the Contract Documents to the CITY'S satisfaction within the prescribed time.
- 16.5. If the contract is to be awarded, the contract will be awarded to the most responsible, responsive Bidder whose evaluation indicates that the award will serve the highest public interest and be in the best interest of the CITY.
- 16.6. The CITY reserves the right to reduce the quantities of work to be done and to completely eliminate any items of the work listed in the Proposal in order that the work can be completed within the amount of available funds.
- 16.7. If the contract is to be awarded, the CITY will give the successful Bidder a Notice of Tentative Award within sixty (60) days after the day of the Bid award.
- 16.8. In the event of irregularity in the bidding procedure, the CITY reserves the right to reject an unopened Bid, or receive and record it, if in the CITY'S best judgment such action accrues to the best interest of the CITY. Receiving and recording a Bid does not constitute a waiver of irregularities by the CITY.
- 16.9. The CITY shall have the right to reject Bids from Bidders whom the CITY has determined to be Non-Responsible. A Bidder determined to be Non-Responsible shall be prohibited from bidding or receiving Contracts for any future work for the CITY until the CITY, upon Bidder's application, declares the Bidder once again responsible.
- 16.10. Upon the CITY'S award of the Contract, the Bidder's failure to execute the Contract within fifteen (15) calendar days from the date of the notification of award shall be just cause and the CITY may annul and void the award and declare forfeiture of the bid security or good faith deposit in liquidation of all damages sustained.
- 16.11. Within fifteen (15) calendar days of the tentative Award of the Contract, Bidder shall submit to the CITY and Consultant in writing a list of all subcontractors, principal suppliers and fabricators, persons or entities proposed for the principal portions of the Work.

- 16.12. Upon execution of the Contract by the CITY and the successful Bidder, submittal of the required performance and payment bonds, certificates of insurance, and receipt and approval of the required post-bid information, the CITY will issue the Notice to Proceed.

17. Contract Security and Insurance.

Article 6 of the General Conditions sets forth the CITY'S requirements as to performance and payment Bonds. When the successful Bidder delivers the executed Agreement to the CITY, it must be accompanied by the required performance and payment Bonds and required insurance certificates and policies if applicable. The surety on such bonds shall be a duly authorized nationally recognized surety company satisfactory to the CITY. Such bond shall be executed and issued by a resident agent licensed and having an officer in Palm Beach, Dade, Broward or Martin County, Florida, representing such corporate surety. Attorney-in-fact who signs bonds must file with such bond a certified copy of their Power-of-Attorney to sign said bonds. All bonds and insurance must meet the requirements of Article 6 of the General Conditions.

18. Signing of Agreement.

When CITY gives a Notice of Tentative Award to a successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to CITY with the required bonds and insurance certificates. Within thirty days thereafter, the CITY upon final award by the City Commission shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

19. Qualification of Surety.

See paragraph 6.1 of the General Conditions for the CITY'S requirements.

20. Contractor's Certification.

CONTRACTOR'S bidding on this project must hold a State license or a current certificate of competency issued by Palm Beach County Examining Board having jurisdiction over licensing of CONTRACTORS in the type of work involved in this contract. The Bidder must submit proof this requirement has been met.

21. Indemnification.

The Bid shall include in its price the sum of \$10.00 in consideration, for the indemnification provision. The indemnification provision contained in Section 7.28 of the general conditions is incorporated herein, and made a part hereof, as if fully set forth herein.

22. Undefined General Allowance.

A undefined general allowance may be included as part of the Schedule of Bid Prices. This allowance is included to cover contract item identified in Section 01020 - Undefined general allowances. Prior to the initiation of any expenditure of any undefined general allowance, an executed formal Change Order is necessary for the utilization of allowance funds. The method for computing Change Order dollar amounts shall be as specified in the General Conditions.

ADDITIONAL GENERAL CONDITIONS (Articles 1 through 17)

ARTICLE I - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

ADDENDA - Written or graphic instruments, explanations, interpretations, changes, corrections, additions, deletions or modifications of the contract documents issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

AGREEMENT - The written agreement between the CITY and CONTRACTOR covering the Work to be performed; when other Contract Documents are attached to the Agreement, they become a part of the contract. The Agreement is also referred to as the Contract.

APPLICATION FOR PAYMENT - The form accepted by CONSULTANT which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

BID - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed, properly signed or guaranteed.

BONDS - Bid, Performance and Payment bonds and other instruments which protect against loss due to inability, failure or refusal of the CONTRACTOR to perform the work specified in the contract documents.

CALENDAR DAY - A calendar day of 24 hours measured from midnight to the next midnight, including Saturdays, Sundays and holidays and regardless of the weather.

CHANGE ORDER - A document recommended by CONSULTANT which is signed by the CONTRACTOR and the CITY which authorizes an addition, deletion, or revision in the work, or an adjustment in the Contract Price or Contract Time, issued on or after the execution of the Agreement. Change Orders must be in writing and verbal agreements of any matter are expressly excluded from any definition.

CITY - The City of Delray Beach, Florida, a Florida municipal corporation, its authorized and legal representatives, the public entity with whom the Contractor has entered into the agreement and for whom the work is to be provided.

CONSTRUCTION SUPERINTENDENT - The construction superintendent shall be in attendance at the project site during performance of the Work and shall represent the CONTRACTOR. Communications given to the construction superintendent or decisions made by the construction superintendent shall be as binding as if given to or made by the CONTRACTOR. Important communications or decisions shall be confirmed in writing. Other communications or decisions shall be similarly confirmed by written request in each case.

CONSULTANT(S) - City of Delray Beach Environmental Services Dept., Engineering Division or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

CONTRACT DOCUMENTS - The Advertisement for Bids, Instructions to Bidders, Proposal, Bid Bond, Agreement, Payment Bond, Performance Bond, Certificate of Insurance, Notice of Tentative Award, Notice to Proceed, Certificate of Substantial Completion, Warranty of Title, Final Receipt - Release of Lien, General Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, Addenda and Change Orders executed pursuant to the Contract Documents.

CONTRACT PRICE - The total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Documents which can be modified only by written change order.

CONTRACT TIME - The number of successive calendar days stated in the Contract Documents for the completion of the Work.

CONTRACTOR - The person, firm, or corporation with whom the CITY has executed the Agreement to furnish the Work called for in the Contract Documents and its representatives, agents, employees, officers, directors and all others affiliated therewith.

DEFECTIVE WORK - Work determined by the City or Consultant to be unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to the CONSULTANT'S recommendation of final payment.

DRAWINGS - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show character, location, nature, extent and scope of the Work, which have been prepared or approved by CONSULTANT and which are considered part of the Contract Documents.

EFFECTIVE DATE OF THE AGREEMENT - The date indicated in the Agreement, but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties to sign the Agreement.

FIELD ORDER - A written order by the CONSULTANT that does not impact the cost or time of performance of the Work and for which no increase in Contract Sum or Contract Amount shall be permitted.

GENERAL REQUIREMENTS - Division 1 of the Technical Specifications.

LAWS AND REGULATIONS; LAWS OR REGULATIONS - Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

NOTICE OF TENTATIVE AWARD - The official written notice by the CITY to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein within the time specified, the CITY may enter into an Agreement for the price specified in the Bid.

NOTICE TO PROCEED - The written notice issued by the CITY, or its agents, to the CONTRACTOR requiring the CONTRACTOR to proceed with the Work and establishing the date of commencement of the Contract Time.

PARTIAL UTILIZATION - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

PAYMENT REQUEST - means a request for payment for construction services which conforms with all statutory requirements and with all requirements specified by the City to which the payment request is submitted.

PROJECT - The entire construction to be performed as provided in the Contract Documents.

PROPER INVOICE - means an invoice which conforms with all statutory requirements and with all requirements that have been specified by the City to which the invoice is submitted.

PURCHASE - means the purchase of goods, services, or construction services; the purchase or lease of personal property; or the lease of real property by the City.

RESIDENT PROJECT REPRESENTATIVE (RPR) - The resident project representative shall be in attendance at the project site during performance of the Work and shall represent the CITY directly or through the CONSULTANT. Responsibilities of the RPR are further defined in Paragraph 10.3 of these General Conditions.

SHOP DRAWINGS - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the CONTRACTOR to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the CONTRACTOR to illustrate material or equipment for some portion of the Work.

SPECIFICATIONS - (Same definition as for Technical Specifications hereinafter).

SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

SUBSTANTIAL COMPLETION - The Work (or a specified part thereof) has progressed to the point where, in the opinion of CONSULTANT as evidenced by CONSULTANT'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion of the entire Project. Substantial Completion cannot occur in the absence of CONSULTANT'S express written approval of such.

SUPPLEMENTARY CONDITIONS - The part of the Contract Documents which amends or supplements these General Conditions.

SUPPLIER - A manufacturer, fabricator, supplier, distributor, material man or vendor.

SURETY - Any person, firm or corporation who is bound by bid or contract bond with and for the CONTRACTOR.

TECHNICAL SPECIFICATIONS - Those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the Work.

UNDERGROUND FACILITIES - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water supply or distribution, sewage and drainage removal, traffic or other control systems.

UNIT PRICE WORK - Work to be paid for on the basis of unit prices rather than on a lump-sum basis.

WORK - The totality of any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CONTRACTOR under the Contract Documents, whether completed or partially completed, including all labor, materials, equipment and other incidentals and the furnishing thereof.

WORK DIRECTIVE CHANGE - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by the CITY and recommended by the CONSULTANT, ordering an addition, deletion or revision in the Work, or which references an emergency or unforeseen physical conditions under which the Work is to be performed. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

WRITTEN AMENDMENT - A written amendment of the Contract Documents, signed by the CITY and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2- THE WORK

2.1 The CONTRACTOR shall perform all of the Work required by the Contract Documents and shall provide materials, supplies, tools, equipment, labor, and services directly related to the Work, and shall perform the Work in a good and workmanlike manner with sufficient manpower to perform the Work in accordance with the time requirements set forth in the Contract Documents, and shall perform all other acts and supply all other things necessary to complete the Work in strict accordance with the Contract Documents.

2.2 When completed the Work shall conform to the requirements of the Contract Documents and be completely ready for occupancy and finally completed.

2.3 The CONTRACTOR represents and warrants that:

2.3.1 It is financially solvent and has sufficient working capital to perform obligations under this Construction Contract;

2.3.2 It is experienced and skilled in the construction of the type of project described in this Contract Document;

2.3.3 It is able to provide the labor, materials, equipment and machinery necessary to complete the Work for the agreed upon price;

2.3.4 It is a fully licensed under all applicable laws and authorized to do business in the State of Florida in the name of the entity identified as the "CONTRACTOR" in the Construction Contract;

2.3.5 It has visited the jobsite and examined its nature and location, including without limitation: the surface conditions of the site and any structure or obstruction both natural or man-made; the surface water conditions and waterways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings; and the location of electric and utility lines and water, sanitary, sewer and storm drain lines. The Contract acknowledges receipt and has reviewed the site geotechnical report as provided by the CITY.

2.3.6 It will comply with all federal, state and local government laws, rules regulations and building codes relating to its responsibilities as set forth in the Contract Documents.

ARTICLE 3 - PRELIMINARY MATTERS

DELIVERY OF DOCUMENTS:

3.1. When the CONTRACTOR delivers the signed Agreements to the CITY, the CONTRACTOR shall also deliver to the CITY such Bonds and Insurance Policies, Certificates or other documents as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.

COPIES OF DOCUMENTS:

3.2. The CITY shall furnish to CONTRACTOR five copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents or as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:

3.3. The Contract Time will commence to run on the day indicated in any Notice to Proceed. A Notice to Proceed may be given at any time within ninety days after the Effective Date of the Agreement.

STARTING THE PROJECT:

3.4. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract time commences to run.

BEFORE STARTING CONSTRUCTION:

3.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to CONSULTANT any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CONSULTANT before proceeding with any Work affected thereby; CONTRACTOR shall have a continuing obligation to promptly report any conflicts, errors, ambiguities or discrepancies in the Contract Documents to the CONSULTANT over the duration of the Project.

3.5.1 The CONTRACTOR and Subcontractor have fully examined and compared all Drawings, Specifications and other Contract Documents and have compared and reviewed all general and specific details on the Drawings and the various technical and administrative requirements of the Specifications.

3.5.2 With respect to all construction materials, labor, methods, means, techniques and sequence of procedures required to carry out the Work or safety precautions and programs required in connection with carrying out the Work, all conflicts, discrepancies, errors and omissions that CONTRACTOR is aware of as a result of the examination and comparison of the Contract Documents have been either corrected or clarified to the satisfaction of the CONTRACTOR prior to execution of this Construction Contract.

3.5.3 The Contract Sum is reasonable compensation and represents the total lump sum cost for the Work and that all systems and Work shall be functional and in accordance with the requirements of the Contract Documents.

3.5.4 The Contract Time is adequate for the performance of the Work.

3.5.5 The CONTRACTOR is responsible for all means, methods, techniques and sequencing of construction.

3.5.6 If, after execution of this Construction Contract, the CONTRACTOR detects a conflict, discrepancy, error or omission in the Contract Documents then it shall immediately notify CONSULTANT and CITY prior to proceeding with the specific portion of the Work.

3.5.7 CONTRACTOR shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the CITY and CONSULTANT of any conflict, ambiguity, error or omission which the CONTRACTOR may find with respect to these documents before proceeding with the affected Work.

3.5.8 In the event of a conflict among the Contract Documents, the most stringent requirement to the CONTRACTOR shall control.

3.6 At the preconstruction conference, CONTRACTOR shall submit to CONSULTANT for review:

3.6.1. a proposed progress schedule indicating the starting and completion dates of the various stages of the Work; and

3.6.2. a preliminary schedule of Shop Drawing submissions and those shop drawings necessary to begin the work; and

3.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission ;and,

3.6.4. Preconstruction video tapes if required by the technical specifications

3.7. The CONTRACTOR shall not commence construction operations until the construction progress schedule, schedule of values and the shop drawing submission schedule described above have been reviewed by the CONSULTANT for general conformance with the Contract documents. Failure of the CONTRACTOR to timely submit the required documents for the CONSULTANT'S review shall not entitle Contractor to an extension of time or additional compensation under any circumstances. After review of the schedules, no deviation shall be made without prior written acceptance by the CITY for general conformance with the Contract Documents.

PRECONSTRUCTION CONFERENCE:

3.8. After the Effective Date of the Agreement, but before CONTRACTOR starts Work at the site, a conference attended by CONTRACTOR, CONSULTANT and others as deemed appropriate by the CITY, CONSULTANT, or CONTRACTOR will be held to discuss the schedules referred to in paragraph 3.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment , and to establish a working understanding among the parties as to the Work. Nothing herein shall relieve the CONTRACTOR from the responsibility of contacting local utilities and any other necessary agencies.

FINALIZING SCHEDULES:

3.9. At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CITY, CONSULTANT and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 3.6. The finalized progress schedule will be acceptable to the CITY as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on the CITY responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefore. The finalized schedule of Shop Drawing submissions will be acceptable to the CITY as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to the CITY as to form and substance.

ARTICLE 4 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

INTENT:

4.1. The Contract Documents comprise the entire agreement between the CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida with venue in Palm Beach County, Florida.

4.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereto) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or

code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties or responsibilities of the CITY, CONTRACTOR or CONSULTANT or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CONSULTANT'S, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 10.15 or 10.16. Clarifications and interpretations of the Contract Documents shall be issued by the CONSULTANT as provided in paragraph 10.4.

4.3. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall **immediately** so notify the CONSULTANT, in writing, at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification.

The captions or subtitles of the several articles and divisions of these Contract Documents constitute no part of the context and hereof, but are only labels to Assist in locating and reading the provisions hereof.

AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

4.4. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

4.4.1. a formal Written Amendment.

4.4.2. a Change Order (pursuant to paragraph 11.4), or

4.4.3. a Work Directive Change (pursuant to paragraph 11.2).

As indicated in paragraphs 11.2 and 12.2, Contract Price and Contract Time may only be changed by a Change Order or by a Written Amendment.

4.5. In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

4.5.1. a Field Order (pursuant to paragraph 10.5)

4.5.2. CONSULTANT'S approval of a Shop Drawing or sample (pursuant to paragraphs 7.26 and 7.27), or

4.5.3. CONSULTANT'S written interpretation or clarification (pursuant to paragraph 10.4).

REUSE OF DOCUMENTS:

4.6. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the CITY shall have or acquire any title to or ownership rights in any of the Contract Documents, drawings, technical specifications or other documents used on the work; and, they shall not reuse any of them on extensions of the Project or any other project without prior written consent of the CITY and CONSULTANT.

ARTICLE 5 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

AVAILABILITY OF LANDS:

5.1. The CITY shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CITY, unless otherwise provided in the Contract Documents. CONTRACTOR shall provide for

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

5.1.1. Occupying Private Land: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, equipment or materials, any land outside the rights-of-way or property of the City. A copy of the written consent shall be given to the CITY.

5.1.2. Work in State, County and City Rights-of-Way and Easements: When the Work involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across street, rights-of-way, easements, or other property, the CONTRACTOR shall (as the Work progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.

5.1.3. Work Adjacent to Telephone, Power, Cable TV and Gas Company Structures: In all cases where Work is to be performed near telephone, power, water, sewer, drainage, cable TV, or gas company facilities, the Contractor shall provide written notification to the respective companies of the areas of which Work is to be performed, prior to the actual performance of any Work in these areas.

5.1.4. Use of Public Streets: The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. Any earth or excavated material spilled from trucks shall be removed by the CONTRACTOR and the streets cleaned to the satisfaction of the CITY, the CONSULTANT, the Florida Department of Transportation, or other agency or governmental entity having jurisdiction, as applicable.

PHYSICAL CONDITIONS:

5.2.1. Explorations and Reports: Where applicable, reference is made in the technical specifications, for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations, or opinions contained therein or for the completeness 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. Except as indicated in the immediately preceding sentence and in paragraph 5.3, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

5.2.2. Existing Structures: Where applicable, reference is made to the technical specifications, for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 5.3) which are at or contiguous to the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the general accuracy of the technical data contained in such drawings, but not for the completeness thereof 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. Except as indicated in the immediately preceding sentence and in paragraph 5.3, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures. However, where the dimensions and locations of existing structures are of critical importance in the installation or connection of new work, the CONTRACTOR shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information. There shall be no additional cost to the CITY for CONTRACTOR'S failure to verify such dimensions and locations, or for inaccurate verifications by CONTRACTOR.

5.2.3. Report of Differing Conditions: If CONTRACTOR believes that:

5.2.3.1. Any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 5.2.1 and 5.3.3 is inaccurate, or

5.2.3.2. Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 7.22), notify the CITY and the CONSULTANT in writing about the inaccuracy or difference. Should the CONTRACTOR fail to notify the CITY and CONSULTANT within five (5) calendar days of discovering such differing site condition, it waives its right to seek additional time or compensation for such deficiency and is precluded from seeking a change order for such work under any circumstances.

5.2.4. CONSULTANT'S Review: CONSULTANT will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the CITY in writing (with a copy to the CONTRACTOR) of CONSULTANT'S findings and conclusions.

5.2.5. Possible Document Change: If CONSULTANT concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 11 to reflect and document the consequences of the inaccuracy or difference.

5.2.6. Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If the CITY and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefore as provided in Article 12 and 13.

PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:

5.3

5.3.1. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the CITY or CONSULTANT by the owners of such Underground Facilities or by others.

5.3.1.1. The CITY and CONSULTANT shall not be responsible for the accuracy or completeness of any such information or data; and,

5.3.1.2. CONTRACTOR warrants that it has examined the information and data presented and that it is accurate and free from any and all defects, inconsistencies, errors and omissions. Further, the CONTRACTOR shall be responsible for locating all Underground Facilities whether or not shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 7.20, and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

5.3.1.3. All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipe, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines and all other obstructions, whether or not shown, shall be temporarily removed from or supported across utility line excavations. Where it is necessary to temporarily interrupt services, the CONTRACTOR shall notify the owner or occupant of such facilities both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the CONTRACTOR shall obtain permission from their owner, or shall make suitable arrangements for their disconnection by their owner. The CONTRACTOR shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the Work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new work are shown, but are to be verified in the field by the Contractor prior to performing the work. The CONTRACTOR shall uncover these pipes, ducts, cables, etc., carefully, by

hand prior to installing his Work. Any discrepancies or differences found shall be immediately brought to the attention of the CONSULTANT in order that necessary changes may be made to permit installation of the Work.

5.3.2. If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown, nor located by the facilities owner and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 7.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to the CITY and the CONSULTANT. The CONSULTANT will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 7.20.

5.3.3. CONTRACTOR is expressly limited to an extension of the Contract Time to the extent that they are attributable to the existence of any such Underground Facility CONTRACTOR could not reasonably have been expected to have been aware of. CONSULTANT, in its sole discretion, shall determine whether to award an extension of time under such circumstances. Furthermore, should CONTRACTOR fail to provide the CITY and CONSULTANT with written notice of the error, omission or discrepancy in the Underground Facility within five (5) calendar days of discovering such, it waives its right to a time extension for such error, omission or discrepancy.

REFERENCE POINTS:

5.4. The CITY shall provide engineering surveys to establish reference points for construction which in CONSULTANT'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the CITY. The CONTRACTOR shall report to the CONSULTANT whenever any reference point 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 by professionally qualified personnel.

ARTICLE 6 - BONDS AND INSURANCE

BONDS:

6.1. CONTRACTOR shall upon delivery of the executed Agreement to the City furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. Each Bond shall be furnished in an amount equal to 100% of the amount of the Contract award. The form and conditions of the Bonds and the Surety shall be acceptable and satisfactory to the CITY and Surety shall be a nationally recognized Surety Company acceptable to the City, listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, for projects not exceeding (\$500,000) five hundred thousand dollars and meet the other requirements of Florida Statutes Section 287.0935 (2001). For projects exceeding five hundred thousand dollars, all bonds shall be placed with sureties with a Best Rating of no less than A-VII. Bonds shall be executed and issued by a resident agent, licensed and having an office in Florida, representing such corporate sureties. If the CONTRACTOR is a partnership, the Bond should be signed by each of the individuals who are partners; if a corporation, the Bond should be signed in the correct corporate name by duly authorized officer, agent or attorney-in-fact. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties;

(b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where bond is executed by agent, officer or other representative of Contractor or Surety; (c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney, or other certificate of Authority of its agent, officer or representative was issued.

6.2. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the state of Florida or it ceases to meet the requirements of paragraph 6.1., CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be in conformance with paragraph 6.1. CONTRACTOR'S failure to timely furnish a substitute surety shall constitute a material breach of the Contract and shall give the CITY the immediate right to terminate the CONTRACTOR for cause in accordance with Article 16 of the Contract General Conditions.

CONTRACTOR'S INSURANCE:

6.3. General: CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. Before starting and during the term of this Contract, the CONTRACTOR shall procure and maintain insurance of the types and to the limits specified in paragraph 6.4, inclusive below.

6.4 Coverage: Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

6.4.1. Workers' Compensation. Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. CONTRACTOR shall require all subcontractors to maintain workers compensation during the term of the agreement and up to the date of final acceptance. CONTRACTOR shall defend, indemnify and save the CITY and CONSULTANT harmless from any damage resulting to them for failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

6.4.1.1. Employers' Liability with Statutory Limits of \$100,000/\$500,000/ \$100,000.

6.4.1.2. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the City with thirty (30) days' written notice of cancellation and/or restriction.

6.4.1.3. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremens and Harbor Workers Act and/or Jones Act if applicable.

6.4.2. Comprehensive General Liability or Commercial General Liability Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy or Commercial General Liability filed by the Insurance Services Office, and must include:

6.4.2.1. Minimum Limits of total coverage shall be \$1,000,000.00 \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, the basic policy to be in said form with any excess coverage (and the carrier) to meet \$1,000,000.00 minimum to be acceptable to the CITY.

6.4.2.2. Premises and/or Operations.

6.4.2.3. Independent Contractor.

6.4.2.4. Products and/or Completed Operations. CONTRACTOR shall maintain in force until at least three (3) years after completion of all services required under the Contract, coverage for products and completed operations, including Broad Form Property Damage.

6.4.2.5. XCU Coverages.

6.4.2.6. Broad Form Property Damage including Completing Operations.

6.4.2.7. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

6.4.2.8. Personal Injury coverage with employees and contractual exclusions removed.

6.4.2.9. Additional Insured. The CITY is to be specifically included as an additional insured (including products).

6.4.2.10. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the City with thirty (30) days' written notice of cancellation and/or restriction.

6.4.2.11. The CONTRACTOR shall either require each subcontractor to procure and maintain, during the life of the subcontract, insurance of the type and in the same amounts specified herein or insure the activities of subcontractors in his own insurance policy.

6.4.3. Business Auto Policy. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:

6.4.3.1. Minimum limit of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

6.4.3.2. Owned Vehicles.

6.4.3.3. Hired and Non-Owned Vehicles

6.4.3.4. Employee Non-Ownership

6.4.3.5. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the City with thirty (30) days' written notice of cancellation and/or restriction.

6.4.4. All Risk Property Insurance - When Applicable. Coverage must include real and personal property and in an amount equal to the replacement cost of all real and personal property of the CITY'S for which the CONTRACTOR is responsible and over which he exercises control. Builders Risk insurance must be provided to cover Property under construction and an Installation Floater must cover all machinery, vessels, air conditioners or electric generators to be installed. This insurance shall include a waiver of subrogation as to the CONSULTANT, the CITY, the CONTRACTOR, and their respective officers, agents, employees, and subcontractors.

6.4.4.1. Coverage to be provided on a full replacement cost basis.

6.4.4.2. Losses in excess of ten thousand dollars (\$10,000) shall be jointly payable to the CONTRACTOR and the CITY.

6.4.4.3. Waiver of occupancy clause or warranty. Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) will not be occupied by the CITY.

6.4.4.4. Maximum Deductible - \$5,000 each claim.

6.4.4.5. Copy of Policy. A certified copy of the policy must be provided to the CITY prior to the commencement of work.

6.4.4.6. Named Insured. The CITY must be included as a named insured.

6.4.4.7. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the City with thirty (30) days written notice of cancellation and/or restriction.

6.4.4.8. Flood Insurance. When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the CONTRACTOR and the CITY must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage available under the National Flood Program.

6.4.5. A Best Rating of no less than A-7 is required for any carriers providing coverage required under the terms of this Contract. Failure to comply with the insurance requirements as herein provided shall constitute default of this Agreement. Neither **contractor** nor any subcontractor shall commence work under the Contract until they have all insurance required under this Section and have supplied the CITY with evidence of such coverage in the form of certified copies of policies (where required) and certificates of insurance, and such policies and certificates have been approved by the CITY. CONTRACTOR shall be responsible for and shall obtain and file insurance certificates on behalf of its subcontractors. All certified copies of policies and certificates of insurance shall be filed with the CITY.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

SUPERVISION AND SUPERINTENDENCE:

7.1. The CONTRACTOR has the obligation to deliver to the CITY the completed job in a good and workmanlike condition in accordance with the requirements of the Contract Documents. CONTRACTOR shall supervise and direct the Work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents. The CONTRACTOR shall bear all losses resulting on account of the weather, fire, the elements, or other acts of God or causes of every kind or nature prior to Final Acceptance. The supervision of the execution of this contract is vested wholly in the CONTRACTOR.

7.2. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

LABOR, MATERIALS AND EQUIPMENT; HOURS OF WORK:

7.3. 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. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the

performance of Work on Saturday, Sunday or any legal holiday without the CITY'S written consent (which shall not be unreasonably withheld) given after prior written notice to CONSULTANT. The CONTRACTOR is hereby informed, and understands that unless otherwise approved by the City, the City restricts the work between the hours of 5:00 p.m. and 8:00 a.m., unless emergency conditions exist that are endangering life or property as may be determined by the CITY. If the CONTRACTOR is authorized to operate equipment twenty-four (24) hours per day, the engines shall be provided with residential type silencers approved by the CITY.

The CONTRACTOR shall receive no additional compensation for overtime work. However, additional compensation will be paid to the CONTRACTOR for overtime work only in the event extra work is ordered by the CONSULTANT and the change order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

All costs of inspection and testing performed by the CITY during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The CITY shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR.

7.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all 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 furnishing, performance, testing, start-up and final completion of the work.

7.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by CONSULTANT, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the CITY, CONSULTANT, or any of the CITY'S or CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 10.15 or 10.16.

ADJUSTING PROGRESS SCHEDULE:

7.6. CONTRACTOR shall submit to CONSULTANT for review and comment (to the extent indicated in paragraph 3.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

SUBSTITUTES OR "OR-EQUAL" ITEMS:

7.6.1. The technical specifications shall govern the use of substitute or "or-equal" items. **Consultant shall be solely responsible for determining whether to permit the proposed substitution and Contractor expressly agrees to be bound by Consultant's decision.** The procedure for review by CONSULTANT will include the following as supplemented in the technical specifications. Requests for review of substitute items of material and equipment will not be accepted by CONSULTANT from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to CONSULTANT for acceptance thereof, certifying that the proposed substitute will perform equally or better the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the CITY for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the

proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by CONSULTANT in evaluating the proposed substitute. CONSULTANT may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

7.6.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to CONSULTANT, if CONTRACTOR submits sufficient information to allow CONSULTANT to determine that the substitute proposed is equal or better to that indicated or required by the Contract Documents. The procedure for review by CONSULTANT will be governed by the procedure provided in paragraph 7.6.1 as applied by CONSULTANT and as may be supplemented in the Technical Specifications.

7.6.3. Substitution requests must include the CONTRACTOR'S waiver of its right to additional compensation or time for the failure of the proposed substitution to properly perform.

7.6.4 In order for a substitution to be considered, one or more of the following conditions must be met:

- a. The substitution request must be timely, fully documented and properly submitted.
- b. The request is directly related to an "or equal" clause in the Contract Documents.
- c. The product or method prescribed in the Contract Documents is no longer available.
- d. There is a substantial advantage offered to the CITY in terms of cost, time, energy conservation or other considerations of merit.

7.6.5. CONSULTANT will be allowed a reasonable time within which to evaluate each proposed substitute. CONSULTANT will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without CONSULTANT'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The CITY may require the CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:

7.7

7.7.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to the CITY and the CONSULTANT as indicated in paragraph 7.7.2), whether initially or as a substitute, against whom the CITY or the CONSULTANT may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

7.7.2 If the Technical Specifications or Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) shall be submitted to the CITY for acceptance by the CITY and CONSULTANT, and if CONTRACTOR has submitted a list thereof, the CITY or CONSULTANT'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. If after bid opening and prior to the award of the contract, the CITY objects to certain suppliers or subcontractors, the CITY may permit CONTRACTOR to submit an acceptable substitute so long as there is no change in the contract price or contract time. If the contract price or contract time is increased, the CITY

may return the bid bond and award the contract to the next qualified, competent bidder. If after the award of the contract, the CITY objects to certain suppliers or subcontractors, the CITY shall permit CONTRACTOR to make an appropriate and acceptable substitution which is also acceptable to the CITY. No acceptance by the CITY or the CONSULTANT of any such Subcontractor, supplier or other person or organization shall constitute a waiver of any right of the CITY or CONSULTANT to reject defective Work.

7.8. CONTRACTOR shall be fully responsible to the CITY and CONSULTANT for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work on the Project just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between the CITY or the CONSULTANT and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the CITY or CONSULTANT to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

7.9. The divisions and sections of the Technical 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.

7.10. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY and the CONSULTANT.

PATENT FEES AND ROYALTIES:

7.11. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of 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 the CITY or CONSULTANT its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to other, the existence of such rights shall be disclosed by the CITY in the Contract Documents. CONTRACTOR shall indemnify and hold harmless the CITY and anyone directly or indirectly employed by the CITY from and against all claims, damages, losses and expenses (including attorney's fees and court costs) arising out of 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, and shall defend all such claims in connection with any alleged infringement of such rights.

PERMITS:

7.12. CONTRACTOR shall obtain and pay for all construction permits and licenses. The CITY shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for prosecution of the Work, which are applicable at the time of opening of Bids. There will be no cost for permits issued by the CITY. CONTRACTOR shall pay all charges of utility for connections to the Work, and the CITY shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

LAWS AND REGULATIONS:

7.13

7.13.1. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules regulations and building codes applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable laws, ordinances, rules and regulations, neither the CITY nor the CONSULTANT shall be responsible for monitoring CONTRACTOR'S compliance with any Laws, ordinances, rules or regulations. In addition, Contractor shall be responsible for ensuring the compliance of all subcontractors, suppliers or other entities furnishing labor, services or materials on the Project with all laws, ordinances, rules, regulations and building codes.

Contractor's failure to comply with any of the applicable laws, ordinances, rules, regulations or building codes shall constitute a material breach of the Contract.

7.13.2. If CONTRACTOR observes that the Specifications or Drawings are at variance with any laws, ordinances, rules or regulations, CONTRACTOR shall give CITY and CONSULTANT prompt, written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 4.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules or regulations, and without such notice to the CITY and CONSULTANT, CONTRACTOR shall bear all costs arising there from.

7.13.3. Contractor shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Contractor agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City.
- b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Contractor at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the Contractor.
- e) If Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

TAXES:

7.14. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws, ordinances and regulations of the place of the Project which are applicable during the performance of the Work.

USE OF PREMISES:

7.15. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws, ordinances, and regulations, rights-of-way, permits and easements, and shall not reasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the CITY or CONSULTANT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. CONTRACTOR shall, to the fullest extent permitted by laws and regulations, indemnify and hold the CITY and CONSULTANT harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the CITY or CONSULTANT to the extent based on a claim arising out of CONTRACTOR'S performance of the Work or the Work of its subcontractor, suppliers, material men or other entities performing Work under the supervision of CONTRACTOR on the Project.

7.16. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

7.17. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

RECORD DOCUMENTS:

7.18. CONTRACTOR shall maintain in accordance with the Technical Specifications in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders, and written interpretations and clarifications (issued pursuant to paragraph 10.4) in good order and annotated to show all changes made during construction. The record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to the CONSULTANT for reference. Upon completion of the Work, these record documents, samples, and Shop Drawings will be delivered to CONSULTANT for the CITY.

SAFETY AND PROTECTION:

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

7.19.1. All employees on the Work and other persons and organizations who may be affected thereby; and

7.19.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

7.19.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss on or off the Work and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraphs 7.19.1 to 7.19.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work for anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the CITY or the CONSULTANT or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and CONSULTANT has issued a notice to the CITY and CONTRACTOR in accordance with paragraph 15.13 that the Work is acceptable (Except as otherwise expressly provided in connection with Substantial Completion).

The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on Work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

7.20. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the CITY.

EMERGENCIES AND PRECAUTIONS DURING ADVERSE WEATHER:

7.21 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto. CONTRACTOR, without special instruction or authorization from CONSULTANT or the CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give CONSULTANT prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If CONSULTANT determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change Order or Change Order will be issued to document the consequences of the changes or variations.

7.21.2. During adverse weather, and against the possibility thereof, the CONTRACTOR shall take all necessary precautions to ensure that the Work shall be done in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building paper shelters, or other acceptable means. The CONTRACTOR shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and he shall take such precautions and procure such additional insurance as he deems prudent. The CONSULTANT may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season.

SHOP DRAWINGS AND SAMPLES:

7.22. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to CONSULTANT for review in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 3.9), ordinances, rules and all Shop Drawings which will bear the stamp that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as CONSULTANT may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CONSULTANT to review the information as required.

7.23. CONTRACTOR shall also submit to CONSULTANT for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

7.23.1. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog

numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

7.23.2. At the time of each submission, CONTRACTOR shall give CONSULTANT specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition shall cause a specific notation to be made on each Shop Drawing submitted to CONSULTANT for review of each such variation.

7.24. CONSULTANT will review within ten days of receipt thereof, Shop Drawings and samples but CONSULTANT'S review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by CONSULTANT, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by CONSULTANT on previous submittals. CONSULTANT will review one (1) re-submittal for each shop drawing or product data. All costs of reviewing additional submittals shall be at the CONTRACTOR'S expense.

7.25. CONSULTANT'S review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called CONSULTANT'S attention to each such variation at the time of submission as required by paragraph 7.23.2 and CONSULTANT has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any review by CONSULTANT relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 7.23.1.

7.26. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to CONSULTANT'S review and acceptance of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

CONTINUING THE WORK:

7.27. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the CITY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements. While a change order request is pending, CONTRACTOR is still obligated to fully perform all work in accordance with the Contract Documents and as directed by the Consultant.

INDEMNIFICATION:

7.28. In consideration of ten dollars (\$10.00) and other valuable consideration, the CONTRACTOR shall defend, indemnify and save harmless the CITY, its officers, agents and employees, from or on account of any liabilities, damages, received or sustained by any person or persons by or in consequence of any negligence (excluding the gross negligence, or actions based upon the willful, wanton or intentional misconduct of the CITY as well as other exclusions provided by F.S. 725.06(1)(c), recklessness or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by the CONTRACTOR in the performance of this Project. CONTRACTOR agrees that negligent, reckless or intentional wrongful misconduct includes but is not limited to, use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials. CONTRACTOR agrees that negligent, reckless, or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the CONTRACTOR, his subcontractors, agents, servants or employees. CONTRACTOR further agrees to defend, indemnify and save harmless the CITY from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the CITY on account of any claims, fees, royalties, or costs

for any invention or patent, and from any and all suits and actions that may be brought against the CITY for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the CONTRACTOR to defend at his own expense or to provide for such defense, at the CITY'S option, any and all claims or liability and all suits and actions of every name and description that may be brought against the CITY which may result from the operations and activities under this Contract whether the construction operations be performed by the CONTRACTOR, his subcontractor or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including attorney's fees and costs at trial and appellate levels.

CONTRACTOR further acknowledges and agrees that as additional inducement to the CITY'S execution of this agreement, CONTRACTOR does hereby release and forever indemnify and hold harmless the CITY from any and all causes of action and/or claims of any kind at law or in equity, relating to any and all prior agreements between CONTRACTOR and CITY.

The CITY will pay to the CONTRACTOR the specific consideration of ten dollars and other good and valuable consideration as specific consideration for the indemnification provided herein. Furthermore, the CONTRACTOR acknowledges that the bid price includes said consideration for the indemnification provision.

ARTICLE 8 - OTHER WORK

RELATED WORK AT SITE:

8.1. The CITY may perform other work related to the Project at the site by the CITY'S own forces, let other direct contracts therefore which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefore as provided in Article 13; Contractor, however, shall not be entitled to any additional compensation under such circumstances and is limited to making a claim for an extension of time. If the performance of additional Work by other CONTRACTOR or the Owner is noted in the Contract Documents, no additional adjustment of time or compensation shall be considered.

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

8.3. If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor (or the CITY), CONTRACTOR shall inspect and promptly report to CONSULTANT in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results of CONTRACTOR'S work. CONTRACTOR'S failure to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work and CONTRACTOR shall not be entitled to any additional time or compensation therefore.

COORDINATION:

8.4. If the CITY contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Technical Specifications and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided in the Technical Specifications. Unless otherwise provided in the Technical Specifications, neither the CITY nor the CONSULTANT shall have any authority or responsibility in respect of such coordination.

ARTICLE 9 - THE CITY'S RESPONSIBILITIES

9.1. The CITY shall issue all communications to CONTRACTOR through CONSULTANT.

9.2. In case of termination of the employment of CONSULTANT, the CITY shall appoint a consultant whose status under the Contract Documents shall be that of the former CONSULTANT.

9.3. The CITY shall furnish the data required of the CITY under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 15.4 and 15.13.

9.4. The CITY'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 5.1 and 5.4. Paragraph 5.2 refers to the CITY'S identifying and making available to CONTRACTOR copies of all reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by CONSULTANT in preparing the Drawings and Specifications.

9.5. The CITY may execute Change Orders as indicated in paragraph 11.4 if recommended by CONSULTANT. CONSULTANT'S decision, however, is not binding upon the CITY, who may decide, in its sole discretion, to reject a Change Order submitted by the CONTRACTOR where it determines that such is in the CITY'S best interests.

9.6. In connection with the CITY'S right to stop Work or suspend Work, see paragraph 14.10 and 16.1. Paragraph 16.2 deals with the CITY'S right to terminate services of CONTRACTOR.

ARTICLE 10 - CONSULTANT'S STATUS DURING CONSTRUCTION:

CITY REPRESENTATIVE:

10.1. The CONSULTANT will be the CITY'S representative during the construction period. The duties and responsibilities and the limitations of authority of CONSULTANT and the CITY'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of the CITY and CONSULTANT.

VISITS TO SITE:

10.2. After written notice to proceed with the work, the CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents; he will not be responsible for the construction means, methods, procedures, techniques and sequences of construction, for which CONTRACTOR is solely responsible, and he will not be responsible for the CONTRACTOR'S failure to perform the construction Work in accordance with the Contract Documents; he will not be responsible for safety precautions and procedures in connection with the Work; and during such visits and on the basis of his on-site observations, as an experienced and qualified design professional, he will keep the CITY informed of the progress of the work, will endeavor to guard the CITY against defects and deficiencies in the Work of the CONTRACTOR and may reject Work as

failing to conform to the Contract Documents and require CONTRACTOR to repair or replace all defective work at no additional cost to the CITY.

PROJECT REPRESENTATION:

10.3. A Resident Project Representative may be assigned to assist CONSULTANT in carrying out his responsibilities to CITY at the site. Resident Project Representative is CONSULTANT'S agent at site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding Resident Representative's actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping the CITY advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with the City with the knowledge of and under the direction of CONSULTANT.

10.3.1. Resident Project Representative shall where applicable:

10.3.1.1. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning its general acceptability.

10.3.1.2. Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

10.3.1.3. Working principally through CONTRACTOR'S superintendent, assist CONSULTANT in serving as the City's liaison with CONTRACTOR, when CONTRACTOR'S operations affect the City's on-site operations.

10.3.1.4. Assist in obtaining from the City additional details or information, when required for proper execution of the Work.

10.3.1.5. Record date of receipt of Shop Drawings and samples.

10.3.1.6. Receive samples which are furnished at the site by CONTRACTOR, and notify the CONSULTANT of availability of samples for examination.

10.3.1.7. Advise the CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing if the submittal has not been approved by the CONSULTANT.

10.3.1.8. Conduct on-site observations of the Work in progress to assist the CONSULTANT in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

10.3.1.9. Report to the CONSULTANT whenever Residential Project Representative believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the CONSULTANT of Work that Resident Project Representative believes should be uncovered for observation, or requires special testing, inspection or approval. Nothing herein shall relieve the CONTRACTOR or the CONSULTANT from the duties imposed by contract.

10.3.1.10. Verify that tests, equipment and systems startups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to the CONSULTANT appropriate details relative to the test procedures and startups.

10.3.1.11. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the CONSULTANT.

10.3.1.12. Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by the CONSULTANT.

10.3.1.13. Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with Resident Project Representative's recommendations to the CONSULTANT. Transmit to CONTRACTOR decisions as issued by the CONSULTANT.

10.3.1.14. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

10.3.1.15. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the CONSULTANT.

10.3.1.16. Record all names, addresses and telephone numbers of the CONTRACTOR, all subcontractors and major suppliers of material and equipment.

10.3.1.17. Furnish the CONSULTANT periodic reports as required of progress of the Work of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

10.3.1.18. Consult with the CONSULTANT in advance of schedule major tests, inspections or start of important phases of the Work.

10.3.1.19. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to the CONSULTANT, Change Orders, Work Directive Changes, and Field Orders.

10.3.1.20. Report immediately to the CONSULTANT and the CITY upon the occurrence of any accident.

10.3.1.21. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to the CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

10.3.1.22. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the CONSULTANT for review and forwarding to City prior to final payment for the Work.

10.3.1.23. Before the CONSULTANT issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

10.3.1.24. Conduct final inspection in the company of the CONSULTANT, the City and the CONTRACTOR and prepare a final list of items to be completed or corrected.

10.3.1.25. Observe that all items on final list have been completed or corrected and make recommendations to the CONSULTANT concerning acceptance.

10.3.2. The Resident Project Representative shall not:

10.3.2.1. Authorize any deviation from the Contract Documents or substitution of materials or equipment.

10.3.2.2. Exceed limitations of the CONSULTANT'S authority as set forth in the Contract Documents.

10.3.2.3. Undertake any of the responsibilities of CONTRACTOR, subcontractors, or CONTRACTOR'S superintendent.

10.3.2.4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

10.3.2.5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

10.3.2.6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.

10.3.2.7. Authorize the City to occupy the Project in whole or in part.

10.3.2.8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the CONSULTANT.

CLARIFICATIONS AND INTERPRETATIONS:

10.4. CONTRACTOR expressly agrees that CONSULTANT is the sole judge of the requirements of the Contract Documents and the judge of CONTRACTOR'S performance there under and thus agrees that all decisions made by CONSULTANT regarding such issues shall be binding upon CONTRACTOR and the CITY. The CONSULTANT will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the CONSULTANT may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

AUTHORIZED VARIATIONS OF WORK:

10.5. CONSULTANT may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a field Order and will be binding on the CITY, and also on CONTRACTOR who shall perform the Work involved promptly. As such Field Orders involve minor variations to the Work, CONTRACTOR shall not be entitled to any additional time or compensation for performing such work and is precluded from submitting change order requests for furnishing such work.

10.6. The CONSULTANT will have authority to disapprove or reject Work which CONSULTANT believes to be defective or believes to be in nonconformance with the intent of the contract documents, and will also have authority to require special inspection or testing of the Work as provided in paragraph 14.9, whether or not the Work is fabricated, installed or completed.

SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:

10.7. In connection with CONSULTANT'S responsibility for Shop Drawings and samples, see paragraphs 7.22 through 7.26 inclusive.

10.8. In connection with CONSULTANT'S responsibilities as to Change Orders, see Article 11, 12, and 13.

10.9. In connection with CONSULTANT'S responsibilities in respect of Applications for Payment, etc., see Article 15.

DETERMINATIONS FOR UNIT PRICES:

10.10. CONSULTANT will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. CONSULTANT will review with CONTRACTOR CONSULTANT'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). CONSULTANT'S written decisions thereon will be final and binding upon the CITY or CONTRACTOR unless, within ten days after the date of any such decision, either the CITY or CONTRACTOR delivers to the other party to the Agreement and to CONSULTANT written notice of intention to appeal from such a decision.

DECISIONS ON DISPUTES:

10.11. As CONSULTANT is the interpreter of the requirements of the Contract Documents and judge of the acceptability of the Contractor's Work there under, claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 12 and 13 in respect of changes in the Contract Price or Contract Time will be referred to CONSULTANT in writing with a request for a formal decision in accordance with this paragraph, which CONSULTANT will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to CONSULTANT and the other party to the Agreement promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to CONSULTANT and the other party within thirty (30) days after such occurrence unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim.

10.12. When functioning as interpreter and judge under paragraphs 10.4, 10.10 and 10.11, CONSULTANT will not show partiality to the CITY or CONTRACTOR. The rendering of a decision by CONSULTANT pursuant to paragraphs 10.4, 10.10 and 10.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as

provided in paragraph 15.13) will be a condition precedent to any exercise by the CITY or the CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter. CONTRACTOR'S failure to timely submit a claim to the CONSULTANT in accordance with the requirements of the Contract Documents constitutes a waiver of its claim.

LIMITATIONS ON CONSULTANT'S RESPONSIBILITIES:

10.13. Neither CONSULTANT'S authority to act under this Article 10 or elsewhere in the Contract Documents nor any decision made by CONSULTANT either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSULTANT or CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

10.14. Whenever in the Contract Documents the term "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of the like effect or import are used to describe a requirement, direction, review or judgment of CONSULTANT as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to CONSULTANT any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 10.15 or 10.16.

10.15. CONSULTANT will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and CONSULTANT will not be responsible to CONTRACTOR for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

10.16. CONSULTANT will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 11 - CHANGES IN THE WORK

11.1 A "Change Order" is defined, for purposes of the Contract Documents, as a written order to the CONTRACTOR executed by the CITY and the CONSULTANT after execution of the Contract, directing a change in the Work and may include a change in the Contract Price or the time for the CONTRACTOR'S performance, or any combination thereof.

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

If the CITY and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefore as provided in Article 12 or Article 13.

11.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 4.4 and 4.5, except in the case of an

emergency as provided in paragraph 7.21 and except in the case of uncovering Work as provided in paragraph 14.9.

11.4. The CITY and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

11.4.1. Changes in the work which are ordered by the CITY pursuant to paragraph 11.2, are required because of acceptance of defective Work under paragraph 14.13 or correcting defective Work under paragraph 14.14, or are agreed to by the parties.

11.4.2. Changes in the Contract Price or Contract time which are agreed to by the parties

11.4.3. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by CONSULTANT pursuant to paragraph 10.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provision of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 7.27.

11.4.4. Execution of a Change Order by the CONTRACTOR constitutes conclusive evidence of the CONTRACTOR'S agreement to the ordered changes in the Work and the change in the Contract Price and the time for performance by the CONTRACTOR. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for issues or matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

11.4.5. All Change Orders and adjustments shall be in writing and executed by the CONTRACTOR and CITY; otherwise, no claim for additional compensation or time will be permitted.

11.4.6. All Change Orders in which the CONTRACTOR seeks additional time must include a Time Impact Analysis which includes an analysis of how the change shall be incorporated into the construction schedule; the status of construction at that time; and the start/finish dates of all affected activities utilizing the dates included in the latest construction schedule. Where the CONTRACTOR fails to append a Time Impact Analysis to the Change Order, it agrees that the delay has no affect on Contract Time.

11.5. It is distinctly agreed and understood that any changes made in the Contract Documents for this Work (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the CITY to the CONTRACTOR shall in no way annul, release or affect the liability and surety on the Bonds given by the CONTRACTOR. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or contract Time) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

11.6. Notwithstanding, anything to the contrary contained within the contract documents, all change orders involving additional cost or extensions of time, shall be governed by the ordinances of the City of Delray Beach.

ARTICLE 12 - CHANGE OF CONTRACT PRICE

12.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

12.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Although the CONTRACTOR acknowledges the "no damages for delay" provision set forth in Article 9 of the Contract Agreement, should it be entitled to any claim for additional compensation under any circumstances, any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to CONSULTANT promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined solely by CONSULTANT in accordance with paragraph 10.11 if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 12.2. Failure by the CONTRACTOR to strictly comply with such notice requirements shall constitute a complete waiver by the CONTRACTOR of any claim for additional compensation. Furthermore, should the CONTRACTOR be entitled to an increase in the Contract Sum, it shall be strictly limited to the direct cost of labor and materials incurred by the CONTRACTOR at the jobsite and shall in no event include indirect costs, overhead, lost profits or consequential damages incurred by the Contractor. Furthermore, the CITY shall not be liable to the CONTRACTOR for claims of third parties including, but not limited to, subcontractors, suppliers, laborers, etc.

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

12.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 12.9.1. and 12.9.2.).

12.3.2. By mutual acceptance of a lump sum (which shall include an allowance for overhead and profit in accordance with paragraph 12.6.2.1).

12.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 12.4 and 12.5) plus a CONTRACTOR'S Fee for overhead and profit (determined as provided in paragraphs 12.6 and 12.7).

COST OF THE WORK:

12.4. The term Cost of the Work means the sum of all costs necessary incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by the CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 12.5:

12.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classification agreed upon by the CITY and CONTRACTOR. 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' or workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The

expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by the CITY.

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

12.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by the CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to the CITY who will then determine, with the advice of the CONSULTANT, which bids will be accepted. If a 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 shall be determined in the same manner as CONTRACTOR'S Cost of Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

12.4.4. Supplemental costs include the following:

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

12.4.4.2. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by the CITY with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with 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. For special equipment and machinery such as power driven pumps, concrete mixers, trucks, front end loaders, backhoes, and tractors, or other equipment, required for the economical performance of the authorized Work, the CONTRACTOR shall receive payment based on the weekly rate divided by 40 to arrive at an hourly cost. The weekly rate shall be from the latest edition of the Rental Rate blue book for Construction Equipment, published by Equipment Guide Book Co., reduced by 25 percent. Equipment cost shall be calculated based upon the actual time the equipment is used in the Work. If said Work required the use of machinery not on the Work or not to be used on the Work, the cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the Work shall be added to the fair rental rate; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

12.4.4.3. Sales, consumer, use or similar taxes related to the work and for which CONTRACTOR is liable, imposed by laws and regulations.

12.4.4.4. Royalty payments and fees for permits and licenses.

12.4.4.5. The site costs of utilities, fuel and sanitary facilities.

12.4.4.6. Cost of premiums for additional bonds and insurance required because of changes in the Work.

12.5. The term Cost of the Work shall not include any of the following:

12.5.1. Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general 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 a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1, which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

12.5.2. Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site. CONTRACTOR expressly agrees that Home Office Overhead is not included within the costs of the work.

12.5.3. Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

12.5.4. Cost of premiums for all Bonds and for all Insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 12.4.4.6 above).

12.5.5. Costs due to the negligence or intentional acts of the CONTRACTOR, any Subcontractor, or anyone 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.

12.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 12.4.

CONTRACTOR'S FEE:

12.6. The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profits shall be determined as follows:

12.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

12.6.2. A fee based on the following percentages of the various portions of the Cost of the Work:

12.6.2.1. The cost allowance for overhead and profit shall not exceed fifteen percent (15%) of the new cost. If the Work is done by a Subcontractor, he may add ten percent (10%) of his net cost for overhead and profit and the Contractor may add five percent (5%) of the net cost for overhead and profit. If all the Work is done by the Contractor, he may add fifteen percent (15%) of the net cost for overhead and profit.

12.6.2.2. No fee shall be payable on the basis of costs itemized under paragraphs 12.4.4 and 12.5;

12.6.2.3. The amount of credit to be allowed by CONTRACTOR to the CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

12.6.2.4. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S Fee shall be computed on the basis of the net change in accordance with paragraphs 12.6.2.1 through 11.6.2.3, inclusive.

12.7. Whenever the cost of any Work is to be determined pursuant to paragraph 12.4 or 12.5, CONTRACTOR will submit in form acceptable to CONSULTANT an itemized cost breakdown together with supporting data.

UNDEFINED GENERAL CASH ALLOWANCES:

12.8. It is understood that CONTRACTOR has included in the Contract Price all undefined general allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the undefined general allowances as may be acceptable to the CONSULTANT, CONTRACTOR agrees that:

12.8.1. The undefined general allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the undefined general allowances to be delivered at the site, and all applicable taxes; and

12.8.2. CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the undefined general allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change order will be issued as recommended by CONSULTANT to reflect actual amounts due CONTRACTOR on account of Work covered by undefined general allowances, and the Contract Price shall be correspondingly adjusted.

UNIT PRICE WORK:

12.9

12.9.1. 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 established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by CONSULTANT in accordance with Paragraph 10.10.

12.9.2. 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.

OMITTED WORK:

12.10. The City may at any time, by written order, without Notice to the Sureties, require omission of such contract work as it may find necessary or desirable. An order for omission of work shall be valid only by an executable change order. All work so ordered must be omitted by the CONTRACTOR. The amount by which the contract price shall be reduced shall be determined as follows:

12.10.1. By such applicable unit prices, or rates for work of a similar nature or character as set forth in the contract; or,

12.10.2. By the appropriate lump sum price set forth in the Contract; or,

12.10.3. By the reasonable and fair estimated cost of such omitted work as determined by the CONTRACTOR and the CONSULTANT, and approved by the CITY.

ARTICLE 13 - TIME AND DELAYS

13.1 All time in the Contract Documents is calculated on a consecutive calendar day basis.

13.2 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and CONTRACTOR, in agreeing to complete the Work within the time herein mentioned, has taken - into consideration and made allowances for all reasonable hindrances and delays incident to his work

13.3 CONTRACTOR agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the Owner shall not be delayed by any act or omission of CONTRACTOR in completion of the Project within the time specified above.

13.4 CONTRACTOR shall make payments promptly to its vendors, subcontractors, suppliers and for labor, material and equipment used by it in the performance of his work.

13.5 The CONTRACTOR shall not be entitled to any claim for damages on account of hindrance or delays from any cause whatsoever; but if caused by any act of God or active interference on the part of the Owner, such act, hindrance, or delay may only entitle the CONTRACTOR to receive an extension of time as its sole and exclusive remedy.

13.6 Adverse weather such as rain is not to be considered to be an Act of God unless it exceeds the ten (10) year average as published by the National Weather Service (or equivalent organization acceptable to the Owner at its sole discretion) for that time of year in Palm Beach County.

13.7 An extension of time to complete the Work shall be determined by the Owner provided that the CONTRACTOR provides the Owner with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.

13.8 In the event the request for extension is not made in writing within that twenty (20) day time period, CONTRACTOR acknowledges and agrees it has forever waived any and all rights to such an extension.

13.9 All extensions of time shall be authorized only by a written change order executed by the Owner and Project Consultant.

13.10 This "no damage for delay" clause, also set forth in Article 9 of the Contract Agreement, will encompass any damages for delay or disruption even if the CONTRACTOR completes construction of the Work in a timely fashion in accordance with this Contract.

13.11 Damages as referenced in this "no damage for delay" shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.

13.12 By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, labor inefficiency, loss of bonding capacity, overhead and repair costs, costs of capital replacement, loss of wages, pain and suffering, loss of production costs to replace facilities, equipment and/or product loss, increased and/or extended home office overhead, increased general conditions, costs of mobilization and demobilization, decrease in value, and/or any other damage or loss.

13.13 The CONTRACTOR recognizes and specifically acknowledges the terms and the "no damage for delay" clause upon execution of this Contract.

ARTICLE 14 - WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK:

14.1. CONTRACTOR warrants and guarantees to the CITY and CONSULTANT that all Work will be constructed in accordance with the Contract Documents and that all materials and equipment incorporated into any Work covered by the Contract Documents shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to the City and Consultant. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in Article 14. The guarantee shall remain in effect for one year from the date of final acceptance unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Un-remedied defects identified for correction during the guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee. Defects in material, workmanship or equipment which are remedied as a result of obligations of the guarantee shall subject the remedied portion of the work to an extended guarantee period of one year after the defect has been remedied. The Surety shall be bound with and for the Contractor in the Contractor's faithful observance of the guarantee. However, nothing contained in this Section shall affect or hinder the CITY'S ability to collect on the CONTRACTOR'S Performance Bond within a five (5) year period.

ACCESS TO WORK:

14.2. CONSULTANT'S and CONSULTANT'S representatives, other representatives of the CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

TESTS AND INSPECTIONS:

14.3. CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for all required inspections, tests or approvals.

14.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish CONSULTANT the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the CITY'S or CONSULTANT'S acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work.

14.5. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the CITY (or by CONSULTANT if so specified).

14.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given CONSULTANT timely notice of CONTRACTOR'S intention to cover the same and CONSULTANT has not acted with reasonable promptness in response to such notice.

14.7. Neither observations by CONSULTANT nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligation's to perform the Work in accordance with the Contract Documents.

UNCOVERING WORK:

14.8. If any Work is covered contrary to the request of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for CONSULTANT'S observation and replaced, at CONTRACTOR'S expense.

14.9. If CONSULTANT considers it necessary or advisable that covered Work be observed by CONSULTANT or inspected or tested by others, CONTRACTOR, at CONSULTANT'S request shall uncover, expose or otherwise make available for observation, inspection or testing as CONSULTANT may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 12. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and if the parties are unable to agree as to the amount or extent thereof. CONTRACTOR may make a claim therefore as provided in Article 12 and 13.

CITY MAY STOP THE WORK:

14.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CITY to stop the Work shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of CONTRACTOR or any other party.

CORRECTION OR REMOVAL OF DEFECTIVE WORK:

14.11. If required by CONSULTANT, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CONSULTANT, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

ONE YEAR CORRECTION PERIOD:

14.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or 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, CONTRACTOR shall promptly, without cost to the CITY and in accordance with the CITY'S written instructions, either correct such defective Work, or, if it has been rejected by the CITY, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the CITY may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited

to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. 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 or by Written Amendment. Nothing herein shall be deemed a waiver of the statute of limitations as provided in Florida Law.

14.13. If instead of requiring correction or removal and replacement of defective Work, the CITY (and prior to CONSULTANT'S recommendation of final payment) prefers to accept it, the CITY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to the CITY'S evaluation of and determination to accept such defective Work (such costs to be approved by CONSULTANT as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to CONSULTANT'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price to be determined by the CONSULTANT. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to the CITY.

CITY MAY CORRECT DEFECTIVE WORK:

14.14. If CONTRACTOR fails within thirty days (30) after written notice of CONSULTANT to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by CONSULTANT in accordance with paragraph 14.11, 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, the CITY may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incomplete in the Work all materials and equipment stored at the site or for which the CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the CITY, the CITY'S representative, agents and employees such access to the site as may be necessary to enable the CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the CITY in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by CONSULTANT, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 12. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of other destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the CITY of the CITY'S rights and remedies hereunder.

ARTICLE 15 - PAYMENTS TO CONTRACTOR AND COMPLETION

15.1. The schedule of values established as provided in paragraph 3.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CONSULTANT. The schedule of values shall be presented with such detail, and supported with whatever information the CITY or CONSULTANT reasonably requests. The CONTRACTOR shall not imbalance its schedule of values or artificially inflate any element thereof. Progress payments on account of Unit Price Work will be based on the number of units completed.

APPLICATION FOR PROGRESS PAYMENTS:

15.2 Unless otherwise prescribed by law, at the end of each month, the CONTRACTOR shall submit to the Consultant for review, an Application for Progress Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and accomplished by such supporting documentation as is required by the Contract Documents.

The Application for Progress Payment shall identify, as a subtotal, the amount of the CONTRACTOR'S Total Earnings to Date, plus the Value of Materials Stored which have not yet been incorporated in the Work, less a deductive adjustment for materials stored which have been installed which were not previously incorporated in the Work, but for which payment was allowed.

The Net Payment Due to the CONTRACTOR shall be the above- mentioned subtotal from which shall be deducted the amount of retainage specified in the Contract, and the total amount of all previous approved Applications for Progress Payment submitted by the CONTRACTOR. Retainage shall be calculated based upon the above-mentioned subtotal.

The above calculation in tabular form is as follows:

Total Earnings to Date	\$
Value of Materials Stored	\$
Less Value of Materials Stored for which payment was allowed and which have been installed	(\$)
Sub Total	\$
Less Retainage (based on sub total)	(\$)
Less total of all previous approved Applications for Progress Payment	(\$)
NET PAYMENT DUE:	\$

The Value of Materials Stored shall be an amount equal to the specified percent of the value of same as set forth in the Agreement or Schedule of Values. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5,000 and will become a permanent part of the Work and is planned for installation within the following thirty (30) days. The Application for Progress Payment shall also be accompanied by a Bill of Sale, paid invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the CITY'S interest therein, all of which shall be satisfactory to the CITY. CONTRACTOR warrants and represents that, upon payment of the pay request submitted, title to all work included in such payment shall be vested in the CITY.

CONTRACTOR'S WARRANTY OF TITLE:

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

REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:

15.4. The agent identified within Article 6 of the **payment procedures** must review the payment request or invoice. Payment is due 25 business days after the date on which the payment request or invoice is stamped as received. The City may reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as received. The rejection must be written and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper. If a payment request or an invoice is rejected and the contractor resubmits a corrected payment request or invoice which corrects the deficiency specified in writing by the City, the corrected payment request or invoice must be paid or rejected on the later of:

- Ten business days after the date the corrected payment request or invoice is stamped as received

Or

- The first business day after the next regularly scheduled meeting of the governing body held after the corrected payment request or invoice is stamped as received.

The contractor may send the City an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading.

If a dispute between the City and the contractor cannot be resolved, the dispute must be resolved in accordance with the provisions of the Florida Prompt Payment Act Florida Statute 218.70.

15.4 continued:

When a contractor receives payment from the City for labor, services, or materials furnished by subcontractors and suppliers hired by the contractor, the contractor shall remit payment due to those subcontractors and suppliers within 10 days after the contractor's receipt of payment.

When a subcontractor receives payment from a contractor for labor, services, or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those subcontractors and suppliers within 7 days after the subcontractor's receipt of payment.

Nothing herein shall prohibit a contractor or subcontractor from disputing, pursuant to the terms of the relevant contract, all or any portion of a payment alleged to be due to another party if the contractor or subcontractor notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The contractor or subcontractor must pay all undisputed amounts due within the time limits imposed by this section.

CONSULTANT will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the CITY, or return the Application to CONTRACTOR indicating in writing CONSULTANT'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make necessary corrections and resubmit the Application. Twenty business days after receipt of the Application for Payment by the City with CONSULTANT'S recommendation, the amount recommended will (subject to the provisions of section 15.4 and the last sentence of paragraph 15.7) become due and when due will be paid by the CITY to CONTRACTOR.

15.5. CONSULTANTS recommendation of any payment requested in the application for payment shall not prohibit the City from withholding payment or prohibit the City from paying additional sums regarding

other matters or issues between the parties. In addition, payment precludes contractor from requesting additional compensation for work for which it has been paid.

15.6. CONSULTANT'S recommendation of final payment will constitute an additional representation by CONSULTANT to the CITY that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 15.13 have been fulfilled.

15.7. CONSULTANT may refuse to recommend the whole or any part of any payment if, in CONSULTANT'S opinion, it would be incorrect to make such representations to the CITY. The CONSULTANT may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in CONSULTANT'S opinion to protect the CITY from loss, including but not limited to:

15.7.1. The Work is defective, or completed Work has been damaged requiring correction or replacement.

15.7.2. The Contract Price has been reduced by Written Amendment or Change Order.

15.7.3. The CITY has been required to correct defective Work or complete Work in accordance with paragraph 14.14, or

15.7.4. Of CONSULTANT'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 16.2.1 through 16.2.9 inclusive.

15.7.5 for liquidated damages that have accrued against the CONTRACTOR;

15.7.6 for claims filed by Subcontractors, suppliers or other third parties;

15.7.7 CONTRACTOR'S failure to carry out any of its obligations under the Contract Documents;

15.7.8 CONTRACTOR'S failure to make proper payments to Subcontractors or other third parties;

15.7.9 Damage to the CITY or another CONTRACTOR;

15.7.10 Punch list items unremedied;

15.7.11 Failure to comply with any and all insurance requirements;

15.7.12 Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion date.

The CITY may refuse to make payment of the full amount recommended by the CONSULTANT because claims have been made against the CITY on account of CONTRACTOR'S performance or furnishing of the Work, or there are other items entitling the CITY to credit against the amount recommended, but the CITY must give CONTRACTOR written notice (with a copy to CONSULTANT) stating the reasons for such action.

SUBSTANTIAL COMPLETION:

15.8. When the CONTRACTOR considers the entire Work ready for its intended use, the CONTRACTOR shall notify the CITY and the CONSULTANT in writing that the Work is substantially complete and request that the CONSULTANT prepare a Certificate of Substantial Completion. Within a reasonable time thereafter, the CITY, the CONSULTANT and the CONTRACTOR shall make an inspection of the Work to determine the status of completion. If the CONSULTANT does not consider the Work substantially complete, the CONSULTANT shall notify the CONTRACTOR in writing giving the reasons therefor. If the CONSULTANT considers the Work to be substantially complete, the CONSULTANT will prepare and deliver to the CITY for its execution and recordation the Certificate of Substantial Completion signed by the CONSULTANT and CONTRACTOR, which shall fix the Date of Substantial Completion.

Before requesting an inspection for certification of Substantial Completion, the Contractor must have completed the following:

15.8.1 All air conditioning, ventilation, security systems, fire alarms, fire sprinklers and other life safety systems must be completed, tested, approved and demonstrated.

15.8.2 Air Conditioning systems must be completed, tested and approved by the Consultant.

15.8.3 Landscaping must be installed and in the event of ball fields, the grass must have grown to such an extent to be useable. Landscape irrigation systems must be completed, tested, approved and demonstrated.

15.8.4 In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the Work. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.

15.8.5 Advise CITY of pending insurance changeover requirements.

15.8.6 Prepare specific warranties, workmanship bonds, maintenance agreements, final certifications and all required closeout submittals.

15.8.7 Obtain and submit releases enabling the CITY unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.

15.8.8 Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys and similar final record information.

15.8.9 Make final changeover of permanent locks and transmit master and grand master keys to the CITY.

15.8.10 Advise the CITY'S personnel of pending changeover in security provisions.

15.8.11 Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups and similar elements.

15.8.12 Complete final cleanup requirements, including touch-up painting.

15.8.13 Touch-up and otherwise repair and restore marred exposed finishes.

PUNCH-LIST ITEMS:

15.9.1 The City shall develop a single "punch list" within 30 days of the Contractor reaching substantial completion. The "punch list" shall cover the entire project and shall be released to the contractor within 5 days of the development of said punch-list. The contractor shall have a minimum of 30 days after the delivery of the list of items to complete the punch list.

Upon completion of the "punch list" items the Contractor may submit a request for all retainage held by the City. If there is a dispute as to the completion of a "punch list" item the City shall be allowed to retain 150% of the cost for the item until such dispute is resolved.

15.9.2 The CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but the CITY shall allow CONTRACTOR reasonable access to complete or correct items on the "punch list". All items of work must be installed and completed per the contract documents. If the City fails to comply with its responsibilities to develop the list required as defined in the contract, within the time limitations provided the contractor may submit a payment request for all remaining retainage withheld by the City pursuant to this section. The City need not pay or process any payment request for retainage if the contractor has, in whole or in part, failed to cooperate with the City in the development of the list or failed to perform its contractual responsibilities, if any, with regard to the development of the punch list. If the punch list is not provided to the contractor by the agreed upon date for delivery of the list, the contract time for completion must be extended by the number of days the City exceeded the delivery date. Damages may not be assessed against a contractor for failing to complete a project within the time required by the contract, unless the contractor failed to complete the project within the contract period as extended under this paragraph.

The failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of the contractor to complete all the construction services purchased pursuant to the contract. Payment of any remaining undisputed contract amount, less any amount withheld pursuant to the contract for incomplete or uncorrected work, must be paid within 20 business days after receipt of a proper invoice or payment request. If the City has provided written notice to the contractor specifying the failure of the contractor to meet contract requirements in the development of the list of items to be completed, the City need not pay for or process any payment request for retainage if the contractor has, in whole or part, failed to cooperate with the City in the development of the list or to perform its contractual responsibilities, if any, with regards to the punch list.

PARTIAL UTILIZATION:

15.10. Use by the CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which the CITY, CONSULTANT and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by the CITY without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all Work subject to the following:

15.10.1. The CITY at any time may request CONTRACTOR in writing to permit the CITY to use any such part of the Work which the CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to the CITY and CONSULTANT that said part of the Work is substantially complete and request CONSULTANT to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify the CITY and CONSULTANT in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request CONSULTANT to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the CITY, CONTRACTOR and CONSULTANT shall make an inspection of that part of Work to determine its status

of completion. If CONSULTANT does not consider that part of the Work to be substantially complete, CONSULTANT will notify the CITY and CONTRACTOR in writing giving the reasons therefor. If CONSULTANT considers that part of the Work to be substantially complete, the provisions of paragraphs 15.8 and 15.9 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.

15.10.2 The CITY may at any time request CONTRACTOR in writing to permit the CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to CONSULTANT and within a reasonable time thereafter the CITY, CONTRACTOR and CONSULTANT shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to the CITY and CONSULTANT that such part of the Work is not ready for separate operation by the CITY, CONSULTANT will finalize the list of items to be completed or corrected and will deliver such list to the CITY and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final judgment between the CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon the CITY and CONTRACTOR at the time when the CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed CONSULTANT). During such operation and prior to Substantial Completion of such part of the Work, the CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

15.10.3 If the CONSULTANT'S inspection discloses any item, whether or not included on the CONTRACTOR'S list, which is not in accordance with the Contract Documents and which would precluded beneficial occupancy and would render the Work not Substantially Complete, the CONTRACTOR shall immediately correct such item at no additional cost to the City.

15.10.4 The CITY, upon notification from the CONSULTANT that the Work, or a portion thereof, may be substantially complete, and all project closeout submittals pertaining to the Work have been approved and forwarded to the CITY, will direct the CITY to schedule and coordinate the CITY'S Substantial Completion Inspection. If the CONSULTANT finds that the work is substantially complete, it shall issue the CONTRACTOR a Certificate of Substantial Completion. Should the CONSULTANT deny substantial completion, CONTRACTOR shall promptly correct all deficiencies noted which caused the denial of substantial completion. Upon the correction of such deficiencies, the CONTRACTOR shall notify the CONSULTANT that such deficiencies are ready for reinspection at which time the CONSULTANT shall re-conduct a substantial completion inspection.

FINAL INSPECTION:

15.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, CONSULTANT will make a final inspection with the CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete, defective, or not in accordance with the Contract Documents. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies at no additional cost to the CITY.

FINAL APPLICATION FOR PAYMENT:

15.12. After CONTRACTOR has completed in writing all such corrections to the satisfaction of CONSULTANT and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 7.18) and other documents--all as required by the Contract Documents, and after CONSULTANT has indicated in writing that the Work is acceptable and has been completed in conformance with the drawings and specifications and any approved changes thereto, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents.

FINAL PAYMENT AND ACCEPTANCE:

15.13. Upon receipt of written notice from the Contractor that the Work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of the Final Application for Payment and accompanying documentation, the CITY'S CONSULTANT shall promptly examine the Work and, making such tests as he may deem proper and using all of the care and judgment normally exercised in the examination of completed Work by a properly qualified and experienced Professional CONSULTANT, shall satisfy himself that the CONTRACTOR'S statement appears to be correct and the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled. He shall then inform the CITY in writing that he has examined the Work and that it appears, to the best of his knowledge and belief, to conform to the Contract Drawings, Specifications and any approved Change Orders, that the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, and that he therefore recommends acceptance of the Work for ownership and Final Payment to the CONTRACTOR. However, it is agreed by the CITY and the CONTRACTOR that such statement by the CITY'S CONSULTANT does not in any way relieve the CONTRACTOR from his responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the CONSULTANT or the CITY liable for any faulty Work done or defective materials or equipment used by the CONTRACTOR. In addition, payment to the CONTRACTOR by the CITY does not constitute acceptance of the CONTRACTOR'S defective Work or release the CONTRACTOR from its obligation to repair or replace all defective and deficient work.

The CONSULTANT will then make a final estimate of the value of all Work done and will deduct therefrom all previous payments which have been made. The CONSULTANT will report such estimate to the CITY together with his recommendation as to the acceptance of the Work or his findings as to any deficiencies therein. After receipt and acceptance by the CITY of the properly executed Final Warranty of Title and after approval of the CONSULTANT'S estimate and recommendation to the CITY, the CITY will make final payment to the CONTRACTOR of the Amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including, but not limited to, Liquidated Damages, as applicable.

All prior estimates are subject to correction in the final estimate. Thirty days after approval by the CITY of the application for final payment, the amount recommended by CONSULTANT shall become due and will be paid to Contractor.

CONTRACTOR'S CONTINUING OBLIGATION:

15.14. CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by CONSULTANT, nor the issuance of a Certificate of Substantial Completion, nor any payment by the CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the CITY, nor any act of acceptance by the CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by CONSULTANT pursuant to paragraph 15.13, nor any correction of defective Work by the CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

CITY MAY SUSPEND WORK:

16.1. The CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and CONSULTANT which will fix the

date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. In the event of a suspension of the Work, CONTRACTOR is expressly limited to seeking an extension of time in accordance with Article 13 of the Contract General Conditions and is expressly precluded from seeking any additional compensation in such circumstance.

CITY MAY TERMINATE:

16.2. Upon the occurrence of any one or more of the following events:

16.2.1. If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such timing relating to the bankruptcy or insolvency;

16.2.2. If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

16.2.3. If CONTRACTOR makes a general assignment for the benefit of creditors;

16.2.4. If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

16.2.5. If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

16.2.6. If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 3.9 as revised from time to time);

16.2.7. If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

16.2.8. If CONTRACTOR disregards the authority of CONSULTANT; or

16.2.9. If CONTRACTOR otherwise violates any provisions of the Contract Documents; the CITY may, after giving CONTRACTOR and Surety seven days written notice of any default and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as the CITY may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the expense of completing the work including compensation for additional managerial and administrative services, plus the CITY'S direct, indirect and consequential losses, damages and costs because of the CONTRACTOR'S default (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs) such excess will be paid to CONTRACTOR. If such expenses and costs plus the CITY'S losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to the CITY

promptly on demand. Such costs incurred by the CITY will be approved as to reasonableness by CONSULTANT and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph the CITY shall not be required to obtain the lowest price for the work performed. In addition, failure of the CITY to comply with the seven days' notice provision to the surety does not render the termination improper, render the termination one for convenience or in any way release surety from liability under its performance bond.

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

16.4. The CITY may terminate this Contract without cause by giving seven (7) days prior written notice to the Contractor, and in such event, the CITY will pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination, plus reasonable termination expenses. The CITY also will reimburse the CONTRACTOR for all costs necessarily incurred for organizing and carrying out the stoppage of the Work and paid directly by the CONTRACTOR, not including overhead, general expenses or profit. The CITY will not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments to subcontractors or material men or for penalties or damages for canceling such contractual commitments, (with the exception that the CITY shall reimburse the CONTRACTOR for major materials or equipment purchased before termination if the CONTRACTOR can show proof of said purchases prior to notice of termination) inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. In the event of termination by the CITY, the CITY may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same.

CONTRACTOR MAY STOP WORK OR TERMINATE:

16.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the CITY or under an order of court or other public authority, or CONSULTANT fails to act on any Application for Payment within thirty (30) days after it is submitted, or the CITY fails for ninety (90) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to the CITY and CONSULTANT, terminate the Agreement and the CITY will pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the work completed as of the Date of Termination plus reasonable termination expenses. The CITY will not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments for canceling such contractual commitments inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. The CITY may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same. In addition and in lieu of terminating the Agreement, if CONSULTANT has failed to act on an Application for Payment or the CITY has failed to make any payment as aforesaid, CONTRACTOR may upon seven days written notice to the CITY and CONSULTANT stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 7.27 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the CITY.

ARTICLE 17 - MISCELLANEOUS

GIVING NOTICE:

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

COMPUTATION OF TIME:

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

NO LIMITATION OF RIGHTS AND REMEDIES:

17.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 7.28, 14.1, 14.12, 14.14, 15.3 and 16.2 and all of the rights and remedies available to the CITY and CONSULTANT thereunder, are in addition to , and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and 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. All representations warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

ACCIDENT AND PREVENTION:

17.4. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on Work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

17.5. In the event the CITY is prevented from proceeding with any or all of this Work as stated in this Contract, due to a declaration of war, or national emergency, by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, or due to the stoppage of construction caused by any governmental agency, State, City, Town, or County regulations, orders, restrictions, or due to circumstances beyond the CITY'S control, then the CITY herein reserves the right to either suspend the Work to be done for an indefinite period of time or to cancel this Agreement outright by giving notice by registered mail of such intention to the CONTRACTOR herein. In the event of any conditions above mentioned occurring after the Work herein has already been commenced, then the CITY herein shall be liable for only the cancellation or suspension without the addition of prospective profits or other changes whatsoever.

FLORIDA PRODUCTS AND LABOR:

17.6. The CONTRACTOR'S attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

EMPLOYEES:

17.7. All labor described in these specifications or indicated on the Drawings and the Work specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

17.8. Any person employed on the Work who fails, refuses or neglects to obey the instructions of the CONTRACTOR in anything relating to this Work or who appears to the CITY to be disorderly, intoxicated, insubordinate, or incompetent, shall upon the order of the CITY, be at once discharged and not again employed in any part of the Work. Any interference with, or abuse or threatening conduct toward the CITY, CONSULTANT or their inspectors by the CONTRACTOR or his employees or agents, shall be authority for the CITY to annul the Contract and re-let the Work. No intoxicating substance shall be allowed on the Work site.

NON-DISCRIMINATION:

17.9 The CONTRACTOR shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The CONTRACTOR will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractor compliance.

DRUG-FREE WORKPLACE:

17.10. The CONTRACTOR shall comply with Florida Statutes Section 287.087 which gives preference to businesses with drug-free workplace programs.

ASSIGNMENT:

17.11. This Agreement, nor any monies due hereunder, or any part thereof, shall not be assigned, or transferred, by CONTRACTOR, nor shall the CITY be liable to any assignee or transferee, without the written consent of the CITY, to the assignment, or transfer. The CITY shall not release or discharge CONTRACTOR from any obligation hereunder. The CITY shall not approve an assignment or transfer unless the Surety on the Contract Performance and Payment Bonds has informed the CITY in writing that it consents to the assignment or transfer.

VENUE:

17.12. This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is fixed in Palm Beach County, Florida.

ASBESTOS:

17.13. If the CONTRACTOR during the course of the Work observes the existence of asbestos in any structure, building or facility, the CONTRACTOR shall promptly notify the CITY and the CONSULTANT.

The CITY shall consult with the CONSULTANT regarding removal or encapsulation of the asbestos material and the CONTRACTOR shall not perform any Work pertinent to the asbestos material prior to receipt of special instructions from the CITY through the CONSULTANT.

RIGHT TO AUDIT:

17.14. If the CONTRACTOR submits a claim to the CITY for additional compensation, the CITY shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR'S books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR'S plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon all subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the CITY deems desirable during the CONTRACTOR'S normal business hours at the office of the CONTRACTOR. The accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the CITY.

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:

17.15 The CONTRACTOR agrees:

17.15.1. 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.

17.15.2. That he will, when feasible, assure that 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.

17.15.3. 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.

17.16. 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.

17.17. 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.

17.18. 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."

FLORIDA TRENCH SAFETY ACT - COMPLIANCE:

17.19. In the event this contract requires trench excavation, the requirement of Florida Statutes 553.60, et seq., shall be adhered to the CONTRACTOR.

PUBLIC ENTITY CRIMES:

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

CONE OF SILENCE:

17.21 The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Delray Beach. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this RFP, which provides as follows:

Sec. 2-355. Cone of silence:

(a) Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

(1) Any person or person's representative seeking an award from such competitive solicitation; and

(2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

(b) For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

(c) The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

(d) The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee,

or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

(e) The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.

(f) The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

(g) Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

INSPECTOR GENERAL:

17.22 CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from CONTRACTOR and its subcontractors and lower tier subcontractors.

CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

PUBLIC RECORDS:

17.23 CONTRACTOR shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, CONTRACTOR agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City.
- b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the CONTRACTOR at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the CONTRACTOR.

If CONTRACTOR does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

CONFLICT OF INTEREST:

17.24

17.24.1 Bidder declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City of Delray Beach is directly or indirectly interested in this bid or in the

supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or

17.24.2 The award is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Delray Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, any interest in the bidder's firm or any of its' branches.

PROTEST PROCEDURES:

17.25 Standing. Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.

17.26 Procedure.

17.26.1 Protest of Failure to Qualify. Upon notification by the City that a bidder, proposer or responder is deemed non-responsive and/or non-responsible, the bidder, proposer or responder who is deemed non-responsive and/or non-responsible may file a protest with the Purchasing Manager by close of business on the third business day after notification (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of City Hall.

17.26.2. Protest of Award of Agreement. After a Notice of Intent to Award an Agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Purchasing Manager by close of business on the third business day after posting (excluding the day of posting) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of City Hall.

17.26.3. A Notice of Intent to Reject all Bids, Proposals or Responses is subject to the protest procedure.

17.26.4 Content and filing. The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received by the Purchasing Manager. The time stamp clock located in the Finance/Purchasing office shall govern.

17.26.5 Protest Bond. Any bidder, proposer or responder filing a protest shall simultaneously provide a Protest Bond to the City in the amount of fifteen thousand dollars (\$15,000.00). The protest bond shall be in the form of a cashier's check addressed to City of Delray Beach Purchasing Manager 100 NW 1st Avenue Delray Beach, FL 33444. If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the City. The Protest Bond shall be in the form of a cashier's check, and shall be in the amount specified in the Sealed Competitive Method documents.

17.26.6 Protest Committee. The Protest Committee shall review all protests. The City Manager shall appoint the members of the Protest Committee. No member of the City Commission shall serve on the Protest Committee. The City Attorney or designee shall serve as counsel to the Committee. The meeting of the Protest Committee shall be opened to the public and all of the actual bidders, responders or proposers shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken. If the Protest Committee denies the protest, the protester may appeal to the City Commission. All of the actual bidders, responders or proposers shall be notified of the determination by the Protest Committee. The Protest Committee shall

terminate upon the award of the contract, or such other time as determined by the City Commission.

LOCAL PREFERENCE:

See Standard General Condition # 1.9

TECHNICAL SPECIFICATIONS
DIVISION 1
GENERAL REQUIREMENTS

01010	SUMMARY OF WORK
01020	UNDEFINED GENERAL ALLOWANCE
01025	MEASUREMENT AND PAYMENT
01041	PROJECT COORDINATION
01045	CUTTING AND PATCHING
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01530	BARRIERS
01590	FIELD OFFICES AND SHEDS
01600	MATERIAL & EQUIPMENT
01630	SUBSTITUTIONS AND PRODUCT OPTIONS
01700	CONTRACT CLOSE-OUT
01720	PROJECT RECORD DOCUMENTS
01740	WARRANTIES AND BONDS

SECTION 01010 SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations to construct swales improvements for the City of Delray Beach as described and specified further in the Technical Specifications and as shown on the Contract Drawings of the following Neighborhood: Lake Forest South Neighborhood and Sunflower Neighborhood the two neighborhoods are located of Lake Ida road between Barwick Rd and Gulf Stream Canal. Also Lake View Blvd and Lake View DR. the two streets are located of Military Trail and Linton Blvd.
- B. Except as specifically noted, the Contractor shall provide and pay for:
 - 1. Labor, materials, tools, construction equipment, and machinery.
 - 2. Other facilities and services necessary for proper execution and completion of the work.
- C. The Contractor shall comply with all codes, ordinances, rules, regulations, orders and other legal requirements of the City of Delray Beach.
- D. **Roadside swales shall be constructed on a street by street basis. Each street of roadside swale must be completely graded and sodded prior to beginning the next street. The submitted construction schedule shall indicate this construction sequence.**

1.02 SILTATION AND BANK EROSION

The Contractor shall take adequate precautions to minimize siltation and bank erosion in the vicinity of canals or ditches, in discharging well point systems or during other construction activities.

1.03 STORAGE OF MATERIALS

Suitable storage facilities shall be furnished by the Contractor. All materials, supplies and equipment intended for use in the work shall be suitably stored by the Contractor to prevent damage from exposure, admixture with foreign substances, or vandalism or other cause. The Engineer will refuse to accept, or sample for testing, materials, supplies or equipment that have been improperly stored, as determined by the Engineer.

Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Delivered materials shall be stored in manner acceptable to the Engineer before any payment for same will be

made. Materials strung out along the line of construction will not be allowed unless the materials will be installed within one week from the time of unloading and stringing out.

1.04 PRESERVATION OF PROPERTY

The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or make good such damage for injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this contract.

1.05 CLEAN UP

The Contractor shall keep the construction site free of rubbish and other materials and restore to their original conditions those portions of the site not designated for the alteration by the Contract Documents. Clean up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the work.

The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operation. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the Contract Documents shall be immediately restored to original condition as upon completion of the project.

1.06 PUBLIC SAFETY AND CONVENIENCE

The Contractor shall at all times so conduct his work as to ensure the least possible obstruction to traffic, or inconvenience to the general public and residents in the vicinity of the work. No road or street shall be closed to the public, except with the permission of the Engineer and other jurisdictional governmental authority, if any. Fire hydrants on or adjacent to the work shall be kept accessible. Provisions shall be made by the Contractor to ensure public access to sidewalks, public telephones, and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches. No open excavation shall be left overnight except during road closing. All open excavation within the roadway shall be backfilled and a temporary asphalt patch applied prior to darkness each day. A cold asphalt patch is acceptable.

1.07 SAFETY AND OSHA COMPLIANCE

- A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.
- B. The Contractor shall comply in all respects with the applicable Workman's Compensation Law.

1.08 CONTRACTOR'S USE OF PREMISES

- A. Coordinate use of premises under direction of Engineer.
- B. Assume full responsibility for the protection and safekeeping of equipment and materials stored on the site.
- C. Move any stored Products, under Contractor's control, which interfere with operations of the Owner or separate Contractor.

END OF SECTION

SECTION 01020 ALLOWANCE

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

Include in the Contract Sum the allowance stated in the Contract Documents.

1.02 RELATED REQUIREMENTS

Conditions of the Contract.

1.04 CONTINGENCY ALLOWANCE

Include in the Contract, lump sum contingency allowances as follows:

1. Landscaping Allowance: Allow the lump sum of \$4,000.00.
2. Utility allowance: Allow the lump sum of \$2,000.00.
3. Irrigation Repair: Allow the lump sum of \$5,000.00
4. Unforeseen Conditions Allowance : Allow the lump sum of \$10,000.00
5. Video Allowance: Allow the lump sum of \$500.00

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.01 GENERAL

- A. The Video Allowance is to be used as directed by the Engineer.
- B. The Utility Allowance shall be used as necessary to pay for unforeseen utility conflict resolutions, utility repair work, or other work not within the original scope of work as bid, such work to be performed only at the direction and with the authorization of the City.
- C. At the closeout of contract, monies remaining in the Landscaping Allowance will be credited to the Owner by Change Order.

END OF SECTION

SECTION 01025 MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 EXPLANATION AND DEFINITIONS

- A. The following explanation of the Measurement and Payment for the bid form items is made for information and guidance. The omission of reference to any item in this description shall not, however, alter the intent of the bid form or relieve the Contractor of the necessity of furnishing such as part of the Contract.

1.02 PAYMENT

- A. Payment shall be made for the items listed on the Bid Form on the basis of the work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, clean up, and all other appurtenances to complete the construction and installation of the work to the configuration and extent as shown on the drawings and described in the specifications.
- B. It is intended that all mobilization, insurance, bond, license and other miscellaneous administrative costs, and all other costs to the Contractor not specifically identified in the following item description be distributed among and included in the unit prices stated. No additional payment shall be made for transportation, communications, office maintenance, project signs, and other incidental work or services, and no further payment shall be made for remobilization unless all of the work is suspended by the Engineer for a period in excess of three months and through no fault to the Contractor.
- C. All required manufacturer testing and certification shall be included in the unit prices shown in the Proposal and Contract. Density testing required for compacted backfilling, and concrete strength and materials testing required at the time of construction shall be arranged for and paid for by the owner.

PART 2 - MATERIALS

Not used.

PART 3 - EXECUTION

3.01 MOBILIZATION/DEMOBILIZATION - Bid Item No. 1

- A. Payment for mobilization/demobilization, insurance, bond, license and other miscellaneous administrative costs, and all other costs to the Contractor not specifically identified in the costs of other work under the Contract will be made at the contract lump sum price bid for the item. No additional payment shall be made for transportation, communications, office maintenance, project signs, and other incidental work or services, and no further payment shall be made for remobilization unless all of the work is suspended by the Engineer for a period in excess of three months and through no fault to the Contractor.
- B. The Contract Unit Price shall include compensation for labor, materials, equipment and all other incidentals required to complete this item. Payment item for mobilization shall not exceed five percent (5%) of the contract price.

3.02 MAINTENANCE OF TRAFFIC - Bid Item No. 2

- A. The quantity of traffic control to be considered for payment shall be equivalent to the percentage of the project determined by the Engineer to be complete as of the date of the pay request submitted. The percent completion of the project shall be based on the percent of the total project actually constructed and not on the percent of the Contract price completed.
- B. Payment for traffic control shall be made on the basis of a percentage (as determined in 'A' above) of the Lump Sum Price. The contract unit price shall include compensation for required labor, materials, and equipment necessary to provide traffic control in accordance with the specifications.

3.03 CLEARING AND GRUBBING - Bid Item No. 3

- A. Payment for this item shall be made on a Lump Sum Basis. The Contractor's unit price shall include full compensation for all Clearing and Grubbing necessary within the road right of way, and any other required clearing and grubbing, except for any areas designated to be paid for separately or to be specifically included in the costs of other work under the Contract.
- B. The Contractor shall remove and dispose of all debris, stumps, roots, brick pavers, and other such protruding objects, structures, appurtenances, existing pavement, mail boxes, street signs, and any other facilities to prepare the area between the right-of-way line and the edge of pavement for the swale construction. This item shall include the relocation of all street signs, mailboxes, irrigation piping and irrigation heads that are located in the swale area. In addition, this item shall include full compensation for all excavation, grading, hauling, placing, compacting, and dressing of the surface

of the swales in preparation for sodding and for adjusting valve boxes to proposed finished grade.

3.04 SWALE GRADING - Bid Item No. 4

- A. Payment for the roadside swale grading shall be made at the contractor's unit price per square yard swale installed and accepted. The Contractor's unit price shall include full compensation for all Swale Grading within the road right of way in accordance with the plans and specifications.
- B. The Contractor's unit price shall constitute full compensation for excavation, grading, hauling, placing, compacting, and dressing of the surface of the swales in preparation for sodding. **Existing Landscaping and Trees should not be remove from Swale area.**

3.05 SODDING - Bid Item No. 5

- A. The quantity of St. Augustine Sod (where irrigation exists) or Bahia Sod (where irrigation does not exist) placed shall be determined by a measurement of the units installed and accepted.
- B. Payment for the sod shall be made at the contractor's unit price per square yard of sodding installed and accepted. The contract unit price shall include compensation for all labor, equipment, and materials required to complete the work.

3.06 ALLOWANCES Bid Item No. 6,7,8,9,10

Payment under this item shall be made as stipulated in Specifications Section 01020 Allowances.

3.07 INDEMNIFICATION - Bid Item No. 11

Payment under this item is included in accordance with Article 6.30 of the General Conditions.

END OF SECTION

SECTION 01041 PROJECT COORDINATION

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Engineer will coordinate the work between Prime Contractors as required.
- B. [The] [Each Prime] Contractor shall:
 - 1. Coordinate work of his [own] employees and subcontractors.
 - 2. Expedite his work to assure compliance with schedules.
 - 3. [Coordinate his work with that of other Prime Contractors and work by Owner.]
 - 4. Comply with orders and instructions of Engineer.

1.02 RELATED REQUIREMENTS

- A. Section 01152: Applications for Payment.
- B. Section 01200: Project Meetings.
- C. Section 01310: Construction Schedules.
- D. Section 01340: Shop Drawings, Product Data and Samples.
- E. Section 01700: Contract Closeout.

1.03 CONSTRUCTION ORGANIZATION AND START-UP

- A. Engineer shall establish on-site lines of authority and communications:
 - 1. Schedule and conduct pre-construction meeting and progress meetings as specified in Section.
 - 2. Establish procedures for [intra-project communications]:
 - a. Submittals
 - b. Reports and records
 - c. Recommendations
 - d. Coordination of drawings
 - e. Schedules
 - f. Resolution of conflicts
 - 3. Interpret Contract Documents:

- a. Transmit written interpretations to [Prime] Contractors, and to other concerned parties.
- 4. Assist in obtaining permits and approvals:
 - a. Verify that contractor[s] and subcontractors have obtained inspections for Work and for temporary facilities.
- 5. Control the use of Site:
 - a. Allocate space for [each Prime] Contractor's use for field offices, sheds, and work and storage areas.
- 6. Inspection and Testing:
 - a. Inspect work to assure performance in accord with requirements of Contract Documents.
 - b. Administer special testing and inspections of suspect Work.
 - c. Reject Work which does not comply with requirements of Contract Documents.

1.04 CONTRACTOR'S DUTIES

A. Construction Schedules:

- 1. Prepare a detailed schedule of basic operations.
- 2. Monitor schedules as work progresses:
 - a. Identify potential variances between scheduled and probable completion dates or each phase.
 - b. Recommend to Owner adjustments in schedule to meet required completion dates.
 - c. Document changes in schedule; submit to Owner, Engineer and to involved subcontractors.
- 3. Observe work of each subcontractor to monitor compliance with schedule.
 - a. Verify that labor and equipment are adequate for the work and the schedule.
 - b. Verify that product procurement schedules are adequate.
 - c. Verify that product deliveries are adequate to maintain schedule.
 - d. Report noncompliance to Engineer, with recommendation for changes.

B. Process Shop Drawings, Product Data and Samples:

- 1. Prior to submittal to Engineer, review for compliance with Contract Documents:
 - a. Field dimensions and clearance dimensions.
 - b. Relation to available space.
 - c. Effect of any changes on the work of any subcontractor.

- C. Prepare Coordination Drawings as required to resolve conflicts and to assure coordination of the work of, or affected by, mechanical and electrical trades, or by special equipment requirements.
 - 1. Submit to Engineer.
 - 2. Reproduce and distribute copies to concerned parties after Engineer review.
- D. Maintain Reports and Records at Job Site, available to Engineer and Owner.
 - 1. Daily log of progress of work.
 - 2. Records
 - a. Contracts
 - b. Purchase orders
 - c. Materials and equipment records
 - d. Applicable handbooks, codes and standards
 - 3. Maintain file of record documents

1.05 CONTRACTOR'S CLOSE-OUT DUTIES

- A. At completion of Work, conduct an inspection to assure that:
 - 1. Specified cleaning has been accomplished.
 - 2. Temporary facilities have been removed from site.
- B. Substantial Completion:
 - 1. Conduct an inspection to develop a list of Work to be completed or corrected.
 - 2. Assist Engineer in inspection.
 - 3. Supervise correction and completion of work of subcontractors.

1.06 ENGINEER'S CLOSE-OUT DUTIES

- A. Final Completion:
 - 1. When [each] Contractor determines that Work is finally complete, conduct an inspection to verify completion of Work.
- B. Administration of Contract closeout:
 - 1. Receive and review contractor's final submittals.
 - 2. Transmit to Owner with recommendations for action.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01045 CUTTING AND PATCHING

PART 1- GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall be responsible for all cutting, fitting and patching, including related excavation and backfill, required to complete the Work or to:
 - 1. Make its several parts fit together properly.
 - 2. Uncover portions of the Work to provide for installation of ill-timed work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to requirement of Contract Documents.
 - 5. Remove samples of installed work as specified for testing.
 - 6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

1.02 RELATED REQUIREMENTS

- A. Section 01010: Summary of Work.
- B. Section 01630: Substitutions and Product Options.

1.03 SUBMITTALS

- A. Submit a written request to Engineer well in advance of executing and cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the project.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant element or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the Project.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration or excavation.

4. Effect on work of Owner or any separate contractor, or on structural or weatherproof integrity of Project.
 5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternative to cutting and patching.
 7. Cost proposal, when applicable.
 8. Written permission of any separate contractor whose work will be affected.
- C. Should conditions of Work or the schedule indicate a change of products from original installation, contractor shall submit request for substitution as specified in Section 01630 - Substitutions and Product Options.
- D. Submit written notice to Engineer designating the date and the time the Work will be uncovered.

PART 2 - PRODUCTS

2.01 MATERIALS

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

PART 3 - EXECUTION

3.01 INSPECTION

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

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.

- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for that portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original Installer or Fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fittings and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract documents.
- F. Fit work airtight to pipes, sleeves, ducts, conduit or other penetrations through surfaces.
- G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes;
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

END OF SECTION

SECTION 01090 REFERENCE STANDARDS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviation and acronyms used in Contract Documents to identify reference standards.

1.02 QUALITY ASSURANCE

- A. Application: When a standard is specified by reference, comply with requirements and recommendations stated in that standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publication Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OR ORGANIZATIONS

- A. Obtain copies of referenced standards direct from publication source, when needed for proper performance of Work, or when required for submittal by Contract Documents.

AA	Aluminum Association 818 Connecticut Avenue, N.W. Washington, DC 20006
AABC	Associated Air Balance Council 1000 Vermont Avenue, N.W. Washington, DC 20005
AASHTO	American Association of State Highway & Transportation Officials 444 North Capitol Street, N.W. Washington, DC 20001
ACI	American Concrete Institute Box 19150 Redford Station Detroit, MI 48219

ADC	Air Diffusion Council 435 North Michigan Avenue Chicago, IL 60611
AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AISC	American Institute of Steel Construction 1221 Avenue of the Americas New York, NY 10020
AISI	American Iron and Steel Institute 1000 16th Street, N.W. Washington, DC 20036
AMCA	Air Movement and Control Association 30 West University Drive Arlington Heights, IL 60004
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
ARI	Air-Conditioning and Refrigeration Institute 1815 North Fort Myer Drive Arlington, VA 22209
ASHRAE	American Society of Heating, Refrigerating & Conditioning Engineers 345 East 47th Street New York, NY 10017
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017
ASPA	American Sod Producers Association Association Building Ninth and Minnesota Hastings, NE 68901

ASTM	American Society of Testing & Materials 1916 Race Street Philadelphia, PA 19103
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235
AWI	Architectural Woodwork Institute 2310 South Walter Reed Drive Arlington, VA 22206
AWPA	American Wood-Preserver's Association 7735 Old Georgetown Road Bethesda, MD 20014
AWS	American Welding Society 2501 NW 7th Street Miami, FL 33125
CDA	Cooper Development Association 57th Floor, Chrysler Building 405 Lexington Avenue New York, NY 10017
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue Washington, DC 20036
CRSI	Concrete Reinforcing Steel Institute 180 North LaSalle Street, Suite 2110 Chicago, IL 60601
MF	Factory Mutual System 1151 Boston Providence Turnpike Norwood, MA 02062
FS	Federal Specification General Services Administration Specifications and Consumer Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, DC 20407

GA	Gypsum Association 1603 Orrington Avenue Evanston, IL 60201
MIL	Military Specification Naval Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120
MLSFA	Metal Lath/Steel Framing Association 221 North LaSalle Street Chicago, IL 60601
NAAMM	National Association of Architectural Metal Manufacturers 221 North LaSalle Street Chicago, IL 60601
NEBB	National Environmental Balancing Bureau 8224 Old Courthouse Road Vienna, VA 22180
NEMA	National Electrical Manufacturer's Association 2101 L Street, N.W. Washington, DC 20037
NFPA	National Fire Protection Association 470 Atlantic Avenue Boston, MA 02210
NFPA	National Forest Products Association 1619 Massachusetts Avenue, N.W. Washington, DC 20036
NTMA	National Terrazzo and Mosaic Association 3166 Des Plains Avenue Des Plains, IL 60018
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 20076
PCI	Prestressed Concrete Institute 20 North Wacker Drive

Chicago, IL 60606

PS	Product Standard U.S. Department of Commerce Washington, DC 20203
RCSHSB	Red Cedar Shingle & Handsplit Shake Bureau 515 116th Avenue Bellevue, WA 98004
SDI	Steel Deck Institute Box 3812 St. Louis, MO 63122
SDI	Steel Door Institute 712 Lakewood Center North Cleveland, OH 44107
SIGMA	Sealed Insulating Glass Manufacturers Association 111 East Wacker Drive Chicago, IL 60601
SJI	Steel Joist Institute 1703 Parham Road, Suite 204 Richmond, VA 23229
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association 8224 Old Court House Road Vienna, VA 22180
TAS	Technical Aid Series Construction Specifications Institute 1150 Seventeenth Street, N.W. Washington, DC 20036
TCA	Tile Council of America, Inc. Box 326 Princeton, NJ 08540
UL	Underwriter's Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062

01090-5

REFERENCE STANDARDS

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01152 APPLICATION FOR PAYMENT

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Submit Applications for Payment to Engineer in accordance with the schedule established by Conditions of the Contract and herein.

1.02 RELATED REQUIREMENTS

- A. Agreement Between Owner and Contractor: Lump Sum and Unit Price.
- B. Conditions of the Contract: Progress Payments, Retainage and Final Payment.
- C. Section 01020: Allowances.
- D. Section 01370: Schedule of Values.
- E. Section 01700: Contract Closeout.

1.03 FORMAT AND DATA REQUIRED

- A. Submit applications in the form required by Owner, in accordance with the example which will be provided by the Engineer, with itemized data typed on 8-1/2 inch x 11 inch white paper continuation sheets.
- B. Provide itemized data on continuation sheet:
 - 1. Format, schedules, line items and values: Those of the Schedule of Values accepted by Engineer.

1.04 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of Contract firm.
- B. Continuation Sheets:

1. Fill in total list of all scheduled component items of Work, with item number and scheduled dollar value for each item.
2. Fill in dollar value in each column for each scheduled line item when work has been preformed or products stored.
 - a. Round off values to nearest dollar, or as specified for Schedule of Values.
3. List each Change Order executed prior to date of submission at the end of the continuation sheets.
 - a. List by Change Order Number, and description,as for an original component item of work.

1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the Owner or the Engineer requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying:
 1. Project
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
- B. Submit one copy of data and cover letter for each copy of application.

1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in Application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting as specified in Section 01700 - Contract Closeout.

1.07 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to Engineer at the times stipulated.
- B. Number: [4] copies of Application.
- C. When Engineer finds Application properly completed and correct, he will transmit certificate for payment to Owner, with copy to Contractor.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

01152-3

APPLICATION FOR PAYMENT

SECTION 01153 CHANGE ORDER PROCEDURES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 RELATED REQUIREMENTS

- A. Agreement: The amounts of established unit prices.
- B. General conditions and Supplementary Conditions.
- C. Conditions of the Contract:
 - 1. Methods of determining cost or credit to Owner resulting from changes in Work made on a time and material basis.
 - 2. Contractor's claims for the additional cost.
- D. Section 01020: Allowances.
- E. Section 01152: Application for Payment.
- F. Section 01310: Construction Schedules.
- G. Section 01370: Schedule of Values.
- H. Section 01630: Substitutions and Product Options.

I. Section 01700: Contract Closeout.

1.03 DEFINITIONS

- A. Change Order: See General Conditions and Supplementary Conditions.
- B. Construction Change Authorization: A written order to the Contractor, signed by Owner and Engineer, which amends the Contract Documents as described, and authorizes Contractor to proceed with a change which affects the Contract Sum or the Contract Time, for inclusion in a subsequent Change Order.
- C. Field Order: A written order, instructions, or interpretations, signed by Engineer making minor changes in the Work not involving a change in Contract Sum or Contract Time.

1.04 PRELIMINARY PROCEDURES

- A. Owner or Engineer may initiate changes by submitting a Proposal Request to Contractor. Request will include:
 - 1. Detailed description of the Change, products, and location of the change in the Project.
 - 2. Supplementary or revised Drawings and Specifications.
 - 3. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.
 - 4. A specific period of time during which the requested price will be considered valid.
 - 5. Such request is for information only, and is not an instruction to execute the changes, nor to stop Work in progress.
- B. Contractor may initiate changes by submitting a written notice to Engineer, containing:
 - 1. Description of the proposed changes.
 - 2. Statement of the reason for making the changes.
 - 3. Statement of the effect on the Contract Sum and the Contract Time.
 - 4. Statement of the effect on the work of separate contractors.
 - 5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

1.05 CONSTRUCTION-CHANGE AUTHORIZATION

- A. In lieu of Proposal Request, Engineer may issue a construction change authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order.

- B. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in Contract Time.
- C. Owner and Engineer will sign and date the Construction Change Authorization as authorization for the Contractor to proceed with the changes.
- D. Contractor shall sign and date the Construction Change Authorization to indicate agreement with the terms therein.

1.06 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow Engineer to evaluate the quotation.
- B. On request provide additional data to support time and cost computations:
 - 1. Labor required.
 - 2. Equipment required.
 - 3. Products required.
 - a. Recommended sources of purchase and unit cost.
 - b. Quantities required.
 - 4. Taxes, insurance and bonds.
 - 5. Credit for work deleted from Contract, similarly documented.
 - 6. Overhead and profit.
 - 7. Justification for any change in Contract Time.
- C. Support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information:
 - 1. Name of Owner's authorized agent who ordered the work, and date of the order.
 - 2. Dates and times work was performed, and by whom.
 - 3. Time record, summary of hours worked, and hourly rates paid.
 - 4. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use.
 - b. Products used, listing of quantities.
 - c. Subcontractors.
- D. Document requests for substitutions for Products as specified in Section 01630.

1.07 PREPARATION OF CHANGE ORDERS

- A. Engineer will prepare each Change Order.
- B. Owner's Form, per example provided by the Engineer.
- C. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- D. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.08 LUMP-SUM/FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either;
 - 1. Engineer's Proposal Request and Contractor's responsive Proposal as mutually agreed between Owner and Contractor.
 - 2. Contractor's Proposal for a change, as recommended by Engineer.
- B. Owner and Engineer will sign and date the Change Order as authorization for the Contractor to proceed with the changes.
- C. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

1.09 UNIT PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
 - 1. Engineer's definition of the scope of the required changes.
 - 2. Contractor's Proposal for a change, as recommended by Engineer.
 - 3. Survey of completed work.
- B. The amounts of the unit prices to be:
 - 1. Those stated in the Agreement.
 - 2. Those mutually agreed upon between Owner and Contractor.
- C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:
 - 1. Owner and Engineer will sign and date the Change Order as authorization for Contractor to proceed with the changes.

2. Contractor shall sign and date the Change Order to indicate agreement with the terms herein.

D. When quantities of the items cannot be determined prior to start of the work:

1. Engineer or Owner will issue a construction change authorization directing Contractor to proceed with the change on the basis of unit prices, and will cite the applicable unit prices.
2. At completion of the change, Engineer will determine the cost of such work based on the unit process and quantities used.
 - a. Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Contract Time.
3. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
4. Owner and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.

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

- A. Engineer and Owner will issue a Construction Change Authorization directing Contractor to proceed with the changes.
- B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.
- C. Engineer will determine the allowable cost for such work, as provided in General Conditions and Supplementary Conditions.
- D. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
- E. Owner and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.11 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract sum.

SECTION 01310 CONSTRUCTION SCHEDULES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Promptly after award of the Contract, prepare and submit to Engineer estimated construction progress schedules for the Work, with subschedules of related activities which are essential to its progress.
- B. Submit revised progress schedules to maintain proposed schedule within 30 days of work in place.

1.02 RELATED REQUIREMENTS

- A. Conditions of the Contract.
- B. Section 01010: Summary of Work.
- C. Section 01020: Allowances.
- D. Section 01041: Project Coordination.
- E. Section 01200: Project Meetings.
- F. Section 01340: Shop Drawings.

1.03 FORM OF SCHEDULES

- A. Prepare schedules in the form of:
 - 1. Horizontal Bar Chart.
 - 2. Network Analysis System.
 - 3. Other Method Accepted by Owner.
- B. Format of Listings: The chronological order of the start of each item of work.

1.04 CONTENT OF SCHEDULES

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.

2. Show the dates for the beginning, and completion of each major element of construction. Specifically list:
 - a. Site clearing.
 - b. Site utilities.
 - c. Foundation work.
 - d. Structural framing.
 - e. Subcontractor work.
 - f. Equipment installations.
 - g. Delivery of O & M Manuals.
 - h. Finishings.
 - i. Start-up

B. Submittals, Schedule for Shop Drawings, Product Data and Samples. Show:

1. The dates for Contractor's Submittals.
2. The dates revised submittals will be required from the Engineer.

C. Provide subschedules to define critical portions of prime schedules.

1.05 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submission.

B. Show changes occurring since previous submission of schedule:

1. Major changes in scope.
2. Activities modified since previous submission.
3. Revised projections of progress and completion.
4. Other identifiable changes.

C. Provide a narrative report as needed to define:

1. Problem areas, anticipated delays, and the impact on the schedule.
2. Corrective action recommended, and its effect.
3. The effect of changes on schedules of other prime contractors.

1.06 SUBMISSIONS

A. Submit initial schedules within 10 days after the effective date of the Agreement.

1. Engineer will review schedules and return review copy within 10 days after receipt.
2. If required, resubmit within seven days after return of review copy.

- B. With each application for payment, submit progress schedule if revised since last payment request.
- C. Submit one reproducible transparency which will be returned to the Contractor, plus two copies which will be retained by the Engineer.

1.07 DISTRIBUTION

- A. Distribute copies of the reviewed schedules to:
 - 1. Job site file.
 - 2. Subcontractors.
 - 3. Other concerned parties.
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

Submit Shop Drawings, Product Data and Samples required by Contract Documents.

1.02 RELATED REQUIREMENTS

- A. Definitions and Additional Responsibilities of Parties: Conditions of the Contract.
- B. Section 01700: Contract Closeout.

1.03 SHOP DRAWINGS

- A. Drawings shall be presented in a clear and Thorough manner.
 - 1. Details shall be identified by reference of sheet and detail or schedule.
- B. Minimum sheet size: 8½ X 11 inches.

1.04 PRODUCT DATA

- A. Preparation
 - 1. Clearly mark each copy to identify pertinent products or models.
 - 2. Show performance characteristics and capacities.
 - 3. Show dimensions and clearances required.
 - 4. Show wiring or piping diagrams and controls.
- B. Manufacture's standard schematic drawings and diagrams:
 - 1. Modify drawings and diagrams by deleting information which is not applicable to the work.
 - 2. Supplement standard information to provide information specifically applicable to the work.

1.05 CONTRACTOR RESPONSIBILITIES

- A. Review Shop Drawings, Product Data and Samples prior to submission.

- B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with specifications.
- C. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- D. Notify the Engineer in writing, at time of submission, of any deviations in the submittals from requirements of the contract Documents.
- E. Begin no fabrication or work which requires approved submittals until return of submittals by Engineer

1.06 SUBMISSION REQUIREMENTS

- A. Make submittals in such sequence as to cause no delay in the work.
- B. Number of submittals required:
 - 1. Shop Drawings and Product Data: Submit four (4) copies.
 - 2. Samples: Submit the quantity stated in each specification section.
- C. Submittals shall contain:
 - 1. The date of submission and the dates of any previous submissions.
 - 2. The Project title and number.
 - 3. Contract identification.
 - 4. The names of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
 - 5. Identification of the product, with the specification section number.
 - 6. Field dimensions, clearly identified as such.
 - 7. Relation to adjacent or critical features of the work or materials.
 - 8. Applicable standards, such as ASTM or Federal specification numbers.
 - 9. Identifications of deviations from Contract Documents.
 - 10. Identification of revisions on resubmittals.
 - 11. An 8-inch X 3.5-inch blank space for Contractor and Engineer stamps.
 - 12. CONTRACTOR'S stamp initialed or signed, certifying to review of submittal, verification of products, field measurements and field

construction criteria and coordination of the information within the submittal with requirements of the Work and of Contract Documents.

1.07 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals noted by the Engineer and resubmit unless otherwise noted.
- B. Shop Drawings and Product Data:
 - 1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
 - 2. Indicate any changes which have been made other than those suggested by the Engineer.
- C. Samples: Submit new samples as required for initial submittal.

1.08 ENGINEER'S DUTIES

- A. Review submittals within 30 days or in accord with schedule.
- B. Affix stamp and initials or signature, and indicate status of submittal.
- C. Return submittals to Contractor for distribution, or resubmission.
- D. Review initial submittals and one resubmittal. Resubmittals that cannot be approved will be returned. Additional resubmittals will be reviewed by the Engineer, and costs for time and materials for reviewing resubmittals will be back charged by the Engineer to the Contractor.

END OF SECTION

- B. Periodically revise the Construction Schedule to reflect each change in Contract Time.
 - 1. Revise subschedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01200 PROJECT MEETINGS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Owner shall schedule and administer preconstruction meeting, periodic progress meetings, and specially called meetings throughout progress of the Work.
 - 1. Prepare agenda for meetings.
 - 2. Distribute written notice of each meeting four days in advance of meeting date.
 - 3. Make physical arrangements for meetings.
 - 4. Preside at meetings.
 - 5. Record the minutes; include significant proceedings and decisions.
 - 6. Reproduce and distribute copies of minutes within three days after each meeting.
 - a. To participants in the meeting.
 - b. To parties affected by decisions made at the meeting.
- B. Representatives of contractors, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

1.02 RELATED REQUIREMENTS

- A. Instructions to Bidders: Pre-Bid Conferences.
- B. Section 01340: Shop Drawings, Product Data and Samples.
- C. Section 01700: Contract Closeout.

1.03 PRE-CONSTRUCTION MEETING

- A. Schedule within 20 days after effective date of the agreement.
- B. Location: A central site, convenient for all parties, designated by the Owner.
- C. Attendance:
 - 1. Owner's Representative.
 - 2. Engineer and his professional consultants.
 - 3. Resident Project Representative.

4. Contractor's Superintendent.
5. Major Subcontractors.
6. Others as Appropriate and approved by the Owner.

D. Suggested Agendum:

1. Distribution and discussion of:
 - a. List of major subcontractors and suppliers.
 - b. Projected Construction Schedules.
2. Critical work sequencing.
3. Major equipment deliveries and priorities.
4. Project Coordination.
 - a. Designation of responsible personnel.
5. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
6. Adequacy for distribution of Contract Documents.
7. Procedures for maintaining Record Documents.
8. Use of premises.
 - a. Office, work and storage areas.
 - b. Owner's requirements.
9. Construction facilities, controls and construction aids.
10. Temporary utilities.
11. Safety and first-aid procedures.
12. Security procedures.
13. Housekeeping procedures.
14. Miscellaneous.

1.04 PROGRESS MEETINGS

- A. Schedule regular periodic meetings, as required.
- B. Hold called meetings as required by progress of the Work.
- C. Location of the meetings: Project field office of the Contractor or other site directed by the Engineer.
- D. Attendance:
 1. Engineer, and his professional consultants as needed.
 2. Subcontractors as appropriate to the agenda.
 3. Suppliers as appropriate to the agenda.

4. Others.

E. Suggested Agenda:

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

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01370

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Submit to the Engineer a Schedule of Values allocated to the various portions of the Work, within ten days after award of contract.
- B. Upon the request of the Engineer, support the values with data which will substantiate their correctness.
- C. The Schedule of Values, unless objected to by the Engineer, shall be used only as the basis for the Contractor's Applications for Payment.
- D. Related Requirements in Other Parts of the Contract Documents.
 - 1. Agreement
 - 2. General Conditions
 - 3. Supplementary Conditions

1.02 RELATED REQUIREMENTS

- A. Section 01020: Allowances
- B. Section 01152: Application for Payment
- C. Section 01600: Material and Equipment.

1.03 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Type schedule on 8-1/2-inch X 11-inch white paper; Contractor's standard forms and automated printout will be considered for approval by Engineer upon Contractor's request. Identify schedule with:
 - 1. Title of Project, location and (City, County, Owner) Project Number.
 - 2. Engineer and Engineer's Project number.
 - 3. Name and Address of Contractor.
 - 4. Date of Submission.
- B. Schedule shall list the installed value of the component parts of the Work, in sufficient detail to serve as a basis for computing values for progress payments during construction.

- C. Follow the table of contents of these Specifications as the format for listing component items.
 - 1. Identify each line item with the number and title of the respective major section of the specifications.
- D. For each major line item list sub-values of:
 - 1. Major products or operations under the item.
 - 2. Contract conditions, such as: bonds, insurance premiums, job mobilization, construction facilities and temporary controls.
- E. For the various portions of the Work:
 - 1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
 - 2. For items on which progress payments will be requested for stored materials, break down the value into:
 - a. The cost of the materials, delivered and unloaded, with taxes paid.
 - b. The total installed value.
- F. The sum of all values listed in the schedule shall equal the total Contract Sum.

1.04 SUBSCHEDULE OF UNIT MATERIAL VALUES

- A. Submit a subschedule of unit costs and quantities for:
 - 1. Products specified under a unit cost allowance in Section 01020.
 - 2. Products on which progress payments will be requested for stored products.
- B. The form of submittal shall parallel that of the Schedule of Values, with each item identified the same as the line item it the Schedule of Values.
- C. The unit quantity for bulk materials shall include an allowance for normal waste.
- D. The unit values for the materials shall be broken down into:
 - 1. Cost of the material, delivered and unloaded at the site, with taxes paid.
 - 2. Installation costs, including Contractor's overhead and profit.

- E. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01570 TRAFFIC CONTROL

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Provide, operate and maintain equipment, services and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow around the construction area.
- B. Remove temporary equipment and facilities when no longer required, restore grounds to original, or to specified conditions.

1.02 REFERENCES

Traffic regulation shall be in accordance with F.D.O.T. Roadway and Traffic Design Standards Series 600, 1991 Edition, Manual on Uniform Traffic Control Devices, 1988 Ed., and FDOT Standard Specifications, latest Ed.

1.03 TRAFFIC CONTROL PLAN

- A. The Contractor is to prepare a traffic control plan and/or policy statement for each phase of construction. This plan is to be presented to the City Engineer at or before the pre-construction meeting.
- B. All proposed traffic control plans and policy statements shall be complete and in compliance with Section 1.02.

1.04 TRAFFIC SIGNALS AND SIGNS

- A. Provide and operate traffic control and directional signals required to direct and maintain an orderly flow of traffic in all areas under Contractor's control, or affected by Contractor's operations.
- B. Provide traffic control and direction signs, post mounted, at all areas required by Section 1.02.
- C. Traffic Signals - Construction requiring traffic signal modification shall be reported to the City Engineer at least 72 hours prior to the commencement of such activities. All excavation work within 30 feet of any traffic signal shall be reported to the City Engineer at least 72 hours prior to its commencement.

- D. All existing traffic signs shall remain visible throughout construction activities unless superseded by required construction signing.

1.05 FLAGMEN

Provide qualified and suitably equipped flagmen when construction operations encroach on traffic lanes, as required for regulation of traffic (See Section 1.02).

1.06 FLARES AND LIGHTS

- A. Provide lights as required by Section 1.02.
 - 1. To clearly delineate traffic lanes and to guide traffic as required in Section 1.02
 - 2. For use by flagmen in directing traffic.
- B. Provide illumination of critical traffic and parking areas as required in Section 1.02.

1.07 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, Owner's operations, or construction operations.
- B. Monitor parking of construction personnel's private vehicles.
 - 1. Maintain free vehicular access to and through parking areas and driveways.
 - 2. Prohibit parking on or adjacent to access roads, or in non-designated areas.

1.08 CONSTRUCTION VEHICLES

- A. All slow moving construction vehicles shall have a slow moving sign visible from the rear of the vehicle.
- B. All vehicles used for construction activities shall have audible back-up warning devices.

1.09 ROAD CLOSURES

- A. No road shall be closed prior to receiving approval from the City Engineer.
- B. At least seven days prior to a proposed road closure, the contractor shall submit to the City Engineer a complete traffic control plan. This plan shall include the following minimum information:
 - 1. Sketch of work site and all area roads, streets and mark driveways.

2. Proposed detour route.
3. All necessary traffic control devices to be used.
4. Emergency contractor contact person name and phone to be available 24 hours a day.
5. Estimated times/dates of road closure.

C. The City Engineer shall have the authority to approve an emergency road closure.

PART 2 - PRODUCTS

- A. All traffic control devices shall meet or exceed FDOT certification standards.
- B. All traffic signs shall have high intensity face material.

PART 3 - EXECUTION

- A. Upon notification by the owner either verbally or in writing, the contractor shall correct any noted deficiencies within one hour.
- B. Inspection of all traffic control items shall be accomplished at least twice per day. One of these inspections shall be at the end of the work day or at night.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Products.
- B. Workmanship.
- C. Manufacturer's Instructions.
- D. Transportation and Handling.
- E. Storage and Protection
- F. Substitutions and Product Options.

1.02 RELATED REQUIREMENTS

- A. Section 01010: Summary of Work.
- B. Section 01020: Allowances.
- C. Section 01090: Reference Standards.
- D. Section 01340: Shop Drawings, Product Data and Samples.
- E. Section 01630: Substitutions and Product Options.
- F. Section 01700: Contract Closeout.

1.03 PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.

1.04 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances of specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship for specified quality.
- C. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.05 MANUFACTURER'S INSTRUCTIONS

- A. When work is specified to comply with manufacturer's instructions, submit copies as specified in Section 01340, and distribute copies to persons involved, and maintain one set in field office.
- B. Perform work in accordance with details of instructions and specified requirements. Should a conflict exist between Specifications and instructions, consult with the Engineer.

1.06 TRANSPORTATION AND HANDLING

- A. Provide equipment and personnel necessary to handle products, including those provided by Owner, by methods to prevent soiling or damage to products or packaging.
- B. Provide additional protection during handling as necessary to prevent scraping, marring or otherwise damaging products or surrounding surfaces.
- C. Handle products by methods to prevent bending or overstressing.
- D. Lift heavy components only at designated lifting points.

1.07 STORAGE AND PROTECTION

- A. Store Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Products in weather-tight enclosures and maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. For exterior storage of fabricated Products, place on supports above ground. Cover Products subject to deterioration with impervious sheet covering; and provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.

- D. Arrange storage to provide access for inspection. Periodically inspect to assure Products are undamaged, and are maintained under required conditions.
- E. After installation, provide coverings to protect Products from damage from traffic and construction operations. Remove when no longer needed.
- F. During such periods of time that are designated by the United States Weather Bureau as being a hurricane warning or alert, construction materials or equipment shall be secured against displacement by wind forces.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01630 SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

Furnish and install Products specified, under options and conditions for substitutions stated in this Section.

1.02 RELATED REQUIREMENTS

- A. Information for Bidders and General Conditions.
- B. Section 01020: Allowances.
- C. Section 01340: Shop Drawings.
- D. Section 01700: Contract Closeout.

1.03 PRODUCTS LIST

- A. Within 30 days after award of Contract, submit to Engineer five copies of complete list of major Products which are proposed for installation.
- B. Tabulate Products by specification section number and title.
- C. For products specified only by reference standards, list for each such Product:
 - 1. Name and address of manufacturer.
 - 2. Trade Name.
 - 3. Model or catalog designation.
 - 4. Manufacturer's data:
 - a. Reference standards.
 - b. Performance test data.

1.04 CONTRACTOR'S OPTIONS

- A. For Products specified only by reference standard, select product meeting that standard, by any manufacturer.
- B. For products specified by naming several products or manufacturers, select any one or those products and manufacturers names which complies with Specifications.

- C. For products specified by naming only one or more products or manufacturers and stating "or equal", submit a request as for substitutions, for any product or manufacturer which is not specifically named.

1.05 SUBSTITUTIONS

- A. Within a period of 30 days after award of Contract, Engineer will consider formal requests from the Contractor for substitution of products in place of those specified:

After the end of that period, the request will be considered only in case of product unavailability or other conditions beyond the control of the Contractor.

- B. Submit a separate request for each substitution. Support each request with:

1. Complete data substantiating compliance of the proposed substitution with requirements stated in the Contract Documents:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature; identify:
 - 1) Product description.
 - 2) Reference standards.
 - 3) Performance and test data.
 - c. Samples, as applicable.
 - d. Name and address of similar projects on which product has been used, and the date of each installation
2. Itemized comparison of the proposed substitution with product specified; List significant variations.
3. Data relating to changes in the construction schedule.
4. Any effect of the substitution on separate contracts.
5. List of changes required in other work or products.
6. Accurate cost data comparing proposed substitution with product specified.
7. Designation of required license fees or royalties.
8. Designation of availability of maintenance services, and sources of replacement materials.

- C. Substitutions will not be considered for acceptance when:

1. They are indicated or implied on Shop Drawings or product data submittals without a formal request from Contractor.
2. They are requested directly by a subcontractor or supplier.
3. No Data relating to changes in construction schedule.
4. Any effect of substitution on separate contracts.
5. List of changes required in other work or products.
6. Accurate cost data comparing proposed substitution with product specified.
7. Designation of required license fees or royalties.

- 8. Designation of availability of maintenance services, sources of replacement materials.
- 9. Acceptance will require substantial revision of Contract Documents.
- D. Substitute products shall not be ordered or installed without written acceptance of Engineer.
- E. Engineer will determine the acceptability of proposed substitutions.

1.06 CONTRACTOR'S REPRESENTATION

- A. In making formal request for substitution Contractor represents that:
 - 1. He has investigated proposed product and has determined that it is equal to or superior in all respects to that specified.
 - 2. He will provide the same warranties or bonds for substitution as for product specified.
 - 3. He will coordinate installation of accepted substitution into the Work, and will make such changes as may be required for the Work to be complete in all respects.
 - 4. He waives claims for additional costs caused by substitution which may subsequently become apparent.
 - 5. Cost data is complete and includes related costs under his Contract, but not:
 - a. Costs under separate contracts.
 - b. Engineer's costs of redesign or revision of Contract Documents.

1.07 ENGINEER DUTIES

- A. Review Contractor's requests for substitutions with reasonable promptness.
- B. Notify Contractor, in writing, of decision to accept or reject requested substitution.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

01630-3

SECTION 01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Substantial Completion
- B. Final inspection after completion
- C. Final cleaning
- D. Contractor's closeout submittals
- E. Final adjustment of accounts

1.02 SUBSTANTIAL COMPLETION

- A. When CONTRACTOR considers work has reached substantial completion, he shall submit to the ENGINEER the following:
 - 1. Written notice that the work is substantially complete in accordance with Contract Documents.
 - 2. A list of items yet to be completed or corrected and explanations thereof.
- B. Within a reasonable time upon receipt of such notice, the ENGINEER will make an inspection, if necessary, to determine the status of completion.
- C. Should the ENGINEER determine that the work is not substantially complete:
 - 1. The ENGINEER will promptly notify the CONTRACTOR in writing, giving the reasons thereof.
 - 2. CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of Substantial Completion to the ENGINEER.
 - 3. Upon receipt of the second notice, the ENGINEER will reinspect the Work.
- D. When the ENGINEER finds that the Work is substantially complete he will issue a Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final inspection.

1.03 FINAL INSPECTION AFTER COMPLETION

- A. When CONTRACTOR considers the Work is complete with all minor deficiencies completed or corrected, he shall submit written certification that:
 - 1. Contract Document requirements have been met.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. All minor deficiencies have been corrected or completed and the Work is ready for final inspection.
 - 5. Project record documents are complete and submitted.
- B. Within a reasonable time upon receipt of such certification, the ENGINEER will make an inspection to verify the status of completion.
- C. Should the ENGINEER determine that the work is incomplete or defective:
 - 1. The ENGINEER will promptly notify the CONTRACTOR in writing, listing the incomplete or defective work.
 - 2. CONTRACTOR shall remedy the deficiencies in the work and send a second written certification to the ENGINEER that the Work is complete.
 - 3. Upon receipt of the second certification, the ENGINEER will reinspect the Work.
- D. When the ENGINEER determines that the work is acceptable, under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

1.04 FINAL CLEANING

- A. Execute prior to final inspection.
- B. Clean site; sweep paved areas, rake clean other surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

- A. Project Record Documents
 - 1. At Contract closeout, submit documents with transmittal letter containing date, Project title, CONTRACTOR'S name and address, list of documents, and signature of CONTRACTOR.

2. Drawings; Legibly marked to record actual construction:
 - a. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - b. Drawings shall be signed and sealed by a surveyor registered in the State of Florida.
3. Specifications and Addenda; Legibly mark each Section to record.
4. Changes made by Field Order or by Change Order.

B. Evidence of payment and Release of Liens.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum.
 1. The original Contract sum.
 2. Additions and deductions resulting from:
 - a. Previous change orders or written amendment.
 - b. Allowances
 - c. Unit prices
 - d. Deductions for uncorrected work.
 - e. Penalties and bonuses
 - f. Deductions for liquidated damages
 - g. Other adjustments
 3. Total Contract Sum as adjusted
 4. Previous payments
 5. Sum remaining due

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Maintain at the site of the OWNER a record copy of:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other modifications to the Contract.
 - 5. Approved Shop Drawings, Product Data and Samples.
 - 6. Field Test Records.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in CONTRACTOR's field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI format.
- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by OWNER's Representative.

1.04 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by OWNER's Representative.

1.05 RECORDING

- A. Label each document, "PROJECT RECORD" in neat large printed letters, or by rubber stamp.
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction (hard copy):
 - 1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structures.
 - 3. Field changes of dimension and detail.
 - 4. Changes made by Field Order or by Change Order.
 - 5. Details not on original Contract Drawings.
- D. Specifications and Addenda; legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and supplier of each produce and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.

1.06 AS-BUILT PLANS (RECORD DRAWINGS)

- A. The CONTRACTOR shall maintain full size (22"x34") field drawings to reflect the "as-built" items of work as the work progresses. Upon completion of the work, the CONTRACTOR shall prepare a record set of "as-built" drawings on full-size, reproducible material and an electronic file in ACAD 2000 Format or Latest Version. One set of full size design drawings on reproducible material will be furnished to the CONTRACTOR by the design ENGINEER at the current square foot price. An electronic file of the design drawings on a compact disk will be furnished to the CONTRACTOR by the design ENGINEER at no additional cost. No additional payment will be made for those "as-built" drawings.
- B. The cost of maintaining record changes, and preparation of the Record Drawings shall be included in the unit prices bid for the affected items. Upon completion of the work the CONTRACTOR shall furnish the ENGINEER the reproducible "as-built"

Drawings and the electronic files. The completed Record drawings shall be delivered to the Engineer at least 48 hours prior to final inspection of the work. The Final inspection will not be conducted unless the Record Drawings are in the possession of the ENGINEER.

- C. The completed (or final) record drawings shall be certified by a Professional Land surveyor registered in the State of Florida. This certification shall consist of the surveyor's embossed seal bearing his registration number, the surveyor's signature and date on each sheet of the drawing set. In addition, the key sheet, cover sheet or first sheet of the plans set shall list the business address and telephone number of the surveyor.
- D. Representative items of work that should be shown on the record drawings as verified, changed or added are shown below:
 - 1. Plans:
 - a. Structure types, location with grade of rim and flow-line elevations.
 - b. Sewer type, length, size and elevations.
 - c. Utility type, length, size and elevation in conflict structures.
 - d. All maintenance access structures, valves and hydrants within right-of way.
 - e. Spot (critical) elevations at plateaued intersections, P.C., P.T., midpoint of all intersections.
 - f. Sewer laterals shall be stationed between maintenance access structures.
 - 2. Pavement Marking and Signing Plans: Sign location where installed if different from plans.
 - 3. Water and Sewer Plans: Location (horizontal and vertical) of all pipe lines, structures, fittings, valves and appurtenances and water /sanitary sewer pipe crossings.
- E. The CONTRACTOR shall submit three sets of progress record drawings with each application for payment. These drawings shall accurately depict the work completed and for which payment is being requested.
- F. As-built drawings shall include the following criteria at a minimum.
 - 1. As-builts of water lines shall include the following information:
 - a. Top of pipe elevations and horizontal location every 100 lf.
 - b. Locations and elevations of all fittings including bends, tees, gate valves, double detector check valves, fire hydrant, etc.
 - c. All tie-ins to existing lines shall be as-built.

- d. The ends of all water services at the buildings or homes shall be as-built or where the water service terminates.
2. As-builts of all gravity sanitary sewer lines include the following information:
 - a. Rims, inverts and length of piping between structures as well as slopes.
 - b. The stub ends of all sewer laterals shall be located and if there are any cleanouts installed on the sewer laterals then the invert elevation of these cleanouts need to be obtained.
 - c. Lift station as-builts shall consist of top of wet well elevation, invert elevation of the incoming line, bottom of the wet well and as-builts of the compound area.
3. Force main as-builts shall be prepared the same as the water line as-builts.
4. As-builts of all drainage lines shall include the following information:
 - a. Rims, inverts and length of piping between structures and weir elevations if applicable.
 - b. The size of the piping shall be verified by the survey crew at the time of as-built.
5. All rock as-builts for parking lot, roadways and swales areas shall consist of the following:
 - a. Rock elevations at all high and low points, and at enough intermediate point's to confirm slope consistency and every 50' for roadways.
 - b. Rock as-builts shall be taken at all locations where there is a finish grade elevation shown on the design plans.
 - c. All catch basin and manhole rim elevations shall be shown.
 - d. Elevations around island areas will also be required.
 - e. As-builts shall be taken on all paved and unpaved swales prior to placement of asphalt and/or topsoil/sod, at enough intermediate points to confirm slope consistency and conformance to the plan details.
6. Lake and canal bank as-builts shall include a key sheet of the lake for the location of cross sections. Lake and canal bank cross sections shall be plotted at a minimum of every 100 lf, unless otherwise specified. As built shall consist of the location and elevation of the top of bank, edge of water and the deep cut line, with the distance between each shown on the drawing.
7. Retention area as-built elevations shall be taken at the bottom of the retention area and at the top of bank. If there are contours indicated on the design plans, then they shall be as-built as well

8. If a change is made via field order or deviation to any structure, pipeline, etc., a new location shall be noted on the as-builts. The ENGINEER may request additional as-built information to verify horizontal or vertical locations.

1.07 SUBMITTAL

- A. At Contract closeout, deliver Record Documents to OWNER's Representative, or presentation to the OWNER.
- B. A complete set of "As-Built" Drawings shall be prepared and delivered to the OWNER's Representative for the OWNER. Work shall be performed by a Registered Professional Land Surveyor and shall include, but not be limited to the following:
 1. Valve boxes, splice boxes, pull boxes, al underground utilities-waterlines, electrical runs, irrigation system, storm drainage pipe and structures, finished necessary grades, benches, curbs, fences walls signs, light fixtures and other items as necessary.
- C. Accompany submittal with transmittal letter in duplicate, containing:
 1. Date.
 2. Project title and number.
 3. CONTRACTOR's name and address.
 4. Title and number of each Record Document.
 5. Signature of CONTRACTOR or his authorized representative.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile warranties and bonds as specified in the Contract Documents.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Engineer for review and transmittal to Owner.

1.02 RELATED SECTIONS

- A. Section 00100 - Instructions to Bidders
- B. Standard General Conditions of the Construction Contract for The City of Delray Beach, Florida
- C. Section 01030 - Special Project Procedures
- D. Section 01700 - Contract Closeout
- E. Other Sections as applicable.

1.03 SUBMITTAL REQUIREMENTS

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

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

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets
- B. Format:
 1. Size 8 1/2 inches x 11 inches, punch sheets for standard 3-post binder
 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
 - a. Title of Project
 - b. Name of Contractor
- C. Binders: Commercial quality, three-post (3) binder, with durable and cleanable plastic covers and maximum post width of 2 inches.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all major pieces of equipment, submit a one-year warranty from the equipment manufacturer, unless otherwise specified. The manufacturer's warranty period shall be concurrent with the Contractor's for one year commencing at the time of acceptance by the Owner.
- B. The Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment and which has a 1 HP motor or which lists for more than \$1,000. The Engineer reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one-year warranty commencing at the time of 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 (2) warranty from the manufacturer shall not relieve the Contractor of the one-year warranty starting at the time of Owner acceptance of the equipment.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

TECHNICAL SPECIFICATIONS
DIVISION 2
SITE WORK

02110	CLEARING AND GRUBBING
02210	EXCAVATION AND SWALE GRADING
02934	SODDING

SECTION 02110 CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 SCOPE

The work to be performed under this item shall consist of either the clearing of or the clearing and grubbing of the area along the alignment of construction as designated on the drawings.

- A. Clearing - Where clearing only is required it shall consist of the cutting and removal of all trees, stumps, bush, logs, hedges, and the removal of all fences and other loose or projecting material from the designated area. The grubbing of stumps and roots will be required.
- B. Clearing and Grubbing - Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which, in the opinion of ENGINEER, is unsuitable, including grubbing of stumps, roots, matter roots, foundations and disposal from the project of all spoil materials resulting from clearing and grubbing by burning or otherwise.

1.02 REFERENCES

Florida Department of Transportation Standard Specifications for Road and Bridge construction (F.D.O.T.). latest edition.

PART 2 - MATERIALS

2.01 MATERIALS FOR REPLACEMENT

All materials required to be brought on to the site for filling of holes caused by grubbing or otherwise shall be consistent with materials of the surrounding area.

PART 3 - EXECUTION

3.01 SCHEDULE

CONTRACTOR shall schedule the clearing or clearing and grubbing work at a satisfactory distance in advance of the pipe laying operations.

3.02 SPOIL MATERIALS REMOVAL

All materials to be disposed of by removal from the site shall be disposed of by CONTRACTOR at the Contractor's expense. In no case shall any discarded materials be left in piles adjacent to or within the project limits. The manner and location of disposal of materials shall be subject to review by ENGINEER and shall not create an unsightly or objectionable view.

3.03 CLEARING

Clear the area of all objectionable materials. Trees unavoidably falling outside the specified limits must be cut up, removed, and disposed of in a satisfactory manner. Preserve and protect from injury all trees not to be removed. The trees, stumps, and brush shall be cut to a height of not more than 12-inches above the ground. The grubbing of stumps and roots will be required.

Fences shall be removed and disposed of when directed by ENGINEER. Fence wire shall be neatly rolled and the wire and posts stored on the project if they are to be used again, or stored at a designated location if the fence is to remain the property of OWNER.

3.04 CLEARING AND GRUBBING

In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass and other unsatisfactory materials shall be removed.

All holes remaining after the grubbing operation in embankment areas shall have the sides broken down to flatten out the slopes, and shall be filled with acceptable material, moistened and properly compacted in layers to the density required. The same construction procedure shall be applied to all holes remaining after grubbing in excavation areas where the depth of holes exceeds the depth of the proposed excavation.

END OF SECTION

SECTION 02210 EXCAVATION AND SWALE GRADING

PART 1 - GENERAL

1.01 SCOPE

This item shall consist of the excavating, removing and satisfactory disposition of all materials required to construct the Project and the placement and shaping of required swales to be done in accordance with these Specifications and in conformity with the dimensions and typical sections, lines, and grades, shown on the Plans.

All suitable material taken from excavation shall be used in the formation of embankment, subgrade and for backfilling as indicated on the Plans or hauled off-site, or as directed by the ENGINEER. When the volume of excavation is not sufficient for construction of the fill to the grades indicated, the deficiency shall be supplied by the Contractor.

1.02 REFERENCES

Standards applicable to these specifications shall be:

- A. Americans Association of State Highway and Transportation Officials (AASHTO).
- B. Florida Department of Transportation (F.D.O.T.) Section 120 "Excavation and Embankment".

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION OF WORK

3.01 EXCAVATION

The rough excavation shall be carried to the necessary depth to obtain the specified depth of subgrade compaction shown on the Plans. Likewise, on embankments, the depth of subgrade compaction shall be as shown on the Plans.

Should the CONTRACTOR, through negligence or other fault, excavate below the designated lines, he shall replace the excavation with approved materials, in an approved manner and condition, at this own expense. The ENGINEER shall have complete control over the interpretation of the Plans and Specifications concerning the excavation, moving, placing and disposal of all material and shall determine the suitability of material to be placed in embankments. All material determined unsuitable shall be disposed of in waste areas or as directed. Topsoil shall not be used in fill or in subgrades but shall be handled and placed as directed.

The CONTRACTOR shall inform and satisfy himself as to the character, quantity, and distribution of all material to be excavated. No payment will be made for any excavated material which is used for purposes other than those designated. All spoil areas shall be leveled to a uniform line and section and shall present a neat appearance before project acceptance.

Those areas outside of the pavement areas in which the top layer of soil material becomes compacted, due to hauling or to any other activity of the CONTRACTOR, shall be scarified to a depth of 4-inches, as directed, to loosen and pulverize the soil.

If it is necessary to interrupt existing irrigation systems, sewers or under drainage conduits, utilities or similar underground structures, or parts thereof, the CONTRACTOR shall be responsible for and shall take all necessary precautions to protect and preserve or provide temporary services. When such facilities are encountered, the CONTRACTOR shall, at his own expense, satisfactorily repair all damage to such facilities or structures which may result from any of his operations during the period of the contract.

3.02 SWALE EXCAVATION

Swale excavation shall consist of excavating for drainage swales such as intercepting, inlet or outlet or any other type as designed or shown on the Plans.

The work shall be performed in the proper sequence with the other construction. The location of all ditches shall be established on the ground. All satisfactory material shall be placed in fills; unsatisfactory material shall be placed in spoil areas or as directed. Waste or surplus material shall be disposed of as directed by the ENGINEER. All necessary handwork shall be performed to secure a finish true to line, elevation, and cross section, as designated.

Swales constructed on the project shall be maintained to the required cross section and shall be kept free from debris or obstructions until the project is accepted.

3.03 STRIPPING

All vegetation such as brush, heavy sods, heavy growth of grass, decayed vegetable matter, rubbish and any other unsuitable material within the area upon which embankment is to be placed shall be stripped or otherwise removed before the embankment is started, and in no case shall such objectionable material be allowed in or under the embankment.

END OF SECTION

SECTION 02934

SODDING

PART 1 - GENERAL

1.01 SCOPE

Provide all labor, materials and equipment necessary for complete sodding of areas affected by construction and not within the area covered by the Landscaping Plans. This shall include, but not be limited to: liming, fertilizing, sodding, necessary barriers, tests and all incidentals to make the work complete.

1.02 WORK INCLUDED

- A. Testing of topsoil.
- B. Raking and leveling topsoil as required for sodding.
- C. Liming and fertilizing of topsoil.
- D. Laying and rolling of sod.
- E. Maintaining sod.

Part 2 - PRODUCTS

2.01 MATERIALS

- A. Fertilizer:
 - 1. Fertilizer shall be commercial fertilizer, as manufactured by International Chemical Company or approved equal.
 - 2. Said fertilizer shall have a 10-20-6 N.P.K. content and contain a minimum of 60 percent of organic material.
 - 3. It shall be delivered at the site in the original sealed containers.
- B. Sod:
 - 1. The sod shall be as grown by a certified turf nursery and CONTRACTOR shall inform ENGINEER as to the source of the sod to be utilized prior to ordering and delivery of sod.

2. Sod shall be furnished and installed in rectangular sod strips measuring 12 to 16-inches in width of standard lengths of not less than 2 feet and delivered on pallets.
3. After the preparation of the areas to be sodded has been approved by ENGINEER sod all previously sodded areas where no permanent construction exists. Supply and install sod which is equal to or approved equal to sod which exists at the project site. As a minimum, Type No. 1 sod composed of grasses grown from a Bahia Seed mixture shall be used for stabilization of final grade.
4. St. Augustine Floratam Sod shall be placed in areas that will be or are irrigated. Bahia sod shall be placed in areas not irrigated.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. These areas shall be fine graded to achieve the finished subgrade after compaction which shall be obtained by rolling, dragging or by an approved method which obtains an equivalent compaction to that produced by a hand roller weighing from 75 to 100 pounds per foot of width. All depressions caused by settlement or rolling shall be filled with additional existing or furnished topsoil and regraded and prepared as specified above until it presents a reasonably smooth and even finish at the required sod sub-grade.
- B. All sod furnished shall be living sod containing at least 70 percent of thickly matter grasses as specified and free from noxious weeds.
- C. No broken pads or torn or uneven ends will be accepted. Standard size sections of sod shall be strong enough to support own weight and retain their size and shape when suspended vertically with a firm grasp on the upper 10 percent of the section. Sod shall not be harvested when its moisture content (excessively wet or dry) may adversely affect its survival.
- D. Sod shall be harvested, delivered, and installed within a period of 36 hours. Sod not installed within this time period shall be subject to inspection and rejection by ENGINEER, and shall be removed from the site and a fresh sod supply shall be furnished at no extra cost to OWNER.
- E. The topsoil shall not be moist at time of installation; however, it shall contain sufficient moisture so as not be powdery or dusty, both as determined by the supplier's representative.
- F. The overlapping of existing lawn with new sod along limit of work lines will not be permitted. Sod shall be laid in strips, edge to edge, with the lateral joints staggered. All minor or unavoidable openings in the sod shall be closed with sod plugs or with

topsoil, as directed by ENGINEER. However, sod laid with joints determined to be too large shall be lifted and 43-laid as specified herein at no extra cost to OWNER.

- G. Immediately after the sod is laid, the sod shall be watered thoroughly by hand or mechanical sprinkling until the sod and at least 2-inch of the top soil bed have been thoroughly moistened.
- H. CONTRACTOR shall be responsible to furnish his own supply of water to the site at no extra cost. If possible, OWNER shall furnish CONTRACTOR, upon request, with a source and supply of water. Contractor shall apply for temporary meter and pay Owner for water used at current utility billing rates. However, if OWNER's water supply is not available or not functioning, CONTRACTOR shall be responsible to furnish adequate supplies at his own cost. All work injured or damaged due to the lack of, or the use of too much water, shall be CONTRACTOR's responsibility to correct.

3.02 MAINTENANCE

- A. Maintain the entire sodded areas until final acceptance at the completion of the Contract. Maintenance shall include watering as specified, weeding and removal of stones which may appear. All bare or dead spots which become apparent shall be properly prepared, limed and fertilized, and resodded at CONTRACTOR's expense as many times as necessary to secure a good growth. In the event that the sod installation is not accepted by ENGINEER, the entire area shall be maintained and cut by CONTRACTOR until final acceptance of the sod installation.
- B. Take whatever measures are necessary to protect the sod while it is developing. These measures shall include furnishing or warning signs, barriers, or any other necessary measures of protection.

END OF SECTION

Statement of Organization

1. General Information

Name and Title of all Officers	
Name	Title

2. Number of years in this type of business: _____
3. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Name	
Address	
Telephone Number	
Email address	

Qualifications

Bidder shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. Principal Materials Manufactures and Subcontractors. This proposal is being submitted by the hereinafter stated Bidder who proposes to perform work specified and shown on the Drawings. The Bid Proposal shown on the preceding page(s) has been calculated and tabulated using basic material prices. The following is a list of material manufactures and subcontractors whose materials and services said Bidder proposes to furnish and utilize if the awarded a Contract for the work specified herein and shown on the Plans. It is understood that the following list is not complete but includes the names of manufactures of the principal components and subcontractors supplying principal services to said project. It is also understood that if awarded a Contract, the Bidder furnish the materials of the manufactures and utilize the services of the subcontractors stated herein and that if for any reason whatsoever Bidder wishes to substitute materials or subcontractors he shall request permission in writing from the City stating fully the reason for making such a request prior to ordering same.
2. All of said manufactures or their authorized vendors have been made aware of all the appropriate portions of the Contract Documents and agree that their materials will meet all of the requirements stated therein and that deliveries will be scheduled so as not to impede the progress of the work.

Materials	Manufacturer

Subcontractor	Duties

3. What is the last project of this nature that you have completed?
4. Have you ever failed to complete work awarded to you: If so where and why?
5. Name three individuals or corporations for which you have performed work and to which you refer?
6. List the following information concerning all contracts on hand as of the date of submission of this proposal. (In case of co-venture, list the information of all co-venturers).

Name of Project	Owner	Contract Value	Contract Date/Completion Date

7. Have you personally inspected the proposed work and have you a complete plan for its performance?
8. Will you sublet any part of this work? If so, give details.
9. What equipment do you own that is available for the work?
10. What equipment will you purchase for the proposed work?
11. What equipment will you rent for the proposed work?

Public Entity Crimes

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title(Print or Type)

Date

Drug-Free Workplace

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

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, quality, 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.

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

- 1) This firm publishes 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) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) This firm gives 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), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

- 6) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

Firm Name

Signature

Name and Title(Print or Type)

Date

Conflict of Interest Disclosure Form

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this proposal.

Acknowledged by:

Firm Name

Signature

Name and Title(Print or Type)

Date

PROPOSAL AND REQUIRED FORMS

PROPOSAL (BID FORM)
BID BOND
AGREEMENT
SURETY PERFORMANCE AND PAYMENT BOND
CERTIFICATES OF INSURANCE
LIMITED POWER OF ATTORNEY
NOTICE OF TENTATIVE AWARD
NOTICE TO PROCEED
CERTIFICATE OF SUBSTANTIAL COMPLETION
WARRANTY OF TITLE
FINAL RECEIPT-RELEASE OF LIEN

PROPOSAL

Proposal of _____
(Contractor)

(Address)

to furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

**Drainage Swales FY-15-16
City of Delray Beach Project No. 15-034
Bid No. 2016-082C**

To: Purchasing Officer
City of Delray Beach, Florida
100 NW 1st Avenue
Delray Beach, Florida 33444

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for ninety (90) days after the day of Bid opening. Bidder will sign and deliver to the CITY the Agreement and submit the Contract Security, Insurance Certificates and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Tentative Award. If Bidder fails to sign the Agreement and deliver the Agreement to the CITY accompanied by the required security, insurance certificates and other documents within the time specified, the CITY has the authority to rescind the bid award and retain the bid security which shall be forfeited as liquidated damages.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Contract Documents and of the following addenda:

Number	Date	Number	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

☐ **Attach- Bid Security in the amount of 5% of the Bidders maximum bid price**

☐ **Acknowledgement of all addendums**

receipt of all of which is hereby acknowledged and also copies of the Advertisement for Bids and the Instructions to Bidders;

- b. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary. **Bidder warrants and represents that there are no defects, errors or inconsistencies in the plans, specifications or any of the Contract Documents and that the actual site conditions comport to the conditions set forth therein.**
- c. 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 false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY; no City official nor any City employee has a direct or indirect interest in said bid, in the supplies or work to which it relates, to any person associated with the firm performing the work, or to the profits resulting from the work.

[remainder of page intentionally left blank]

4. Bidder will complete the Work for the following prices:

ITEM NO.	DESCRI PTION	UNIT	EST. QTY.	UNIT PRICE (in words)	UNIT PRICE	EXTENDED TOTAL PRICE
1	Mobilization/Demobilization	L.S.	1	<u> </u> Dollars <u> </u> Cents	<u>\$ </u>	<u>\$ </u>
2	Maintenance of Traffic	L.S.	1	<u> </u> Dollars <u> </u> Cents	<u>\$ </u>	<u>\$ </u>
3	Clearing & Grubbing	L.S.	1	<u> </u> Dollars <u> </u> Cents	<u>\$ </u>	<u>\$ </u>
4	Swale Grading	SY	24000	<u> </u> Dollars <u> </u> Cents	<u>\$ -</u>	<u>\$ </u>
5	Sodding	SY	24000	<u> </u> Dollars <u> </u> Cents	<u>\$ -</u>	<u>\$ </u>
6	landscaping allowance	L.S.	1	<u>Four Thousand</u> Dollars <u>No</u> Cents	<u>\$ 4,000.00</u>	<u>\$ 4,000.00</u>

ITEM NO.	DESCRI PTION	UNIT	EST. QTY.	UNIT PRICE (in words)	UNIT PRICE	EXTENDED TOTAL PRICE
7	Utility allowance	L.S.	1	Two Thousand Dollars No Cents	\$ 2,000.00	\$ 2,000.00
8	Irrigation Repair Allowance	L.S.	1	Five Thousand Dollars No Cents	\$ 5,000.00	\$ 5,000.00
9	Video Allowance	L.S.	1	Five Hundred Dollars No Cents	\$ 500.00	\$ 500.00
10	Unforeseen Conditions	L.S.	1	Ten Thousand Dollars No Cents	\$ 10,000.00	\$ 10,000.00
11	Idemnification	L.S.	1	Ten Dollars No Cents	\$ 10.00	\$ 10.00
TOTAL EVALUATED BID BID ITEMS 1 through 11 (in numbers)					\$	
TOTAL EVALUATED BID BID ITEMS 1 through 11 (in words)				Dollars		
				Cents		

5. Bidder agrees that the Work will be substantially completed within **60** calendar days after the date when the Contract Time commences to run, and completed within **30** calendar days after the date of Substantial Completion.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

6. The undersigned agrees as follows:

Accompanying this Proposal is a certified check, cashier's check or bid bond, meeting the requirements of the Contract Documents for \$15,000.00 payable to the City of Delray Beach, FL which is to be forfeited if, in the event that this Proposal is accepted, the undersigned shall fail to execute the contract and furnish satisfactory Contract Security and furnish insurance certificates under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or bid bond is to be returned as provided herein.

7. Communications concerning this Bid shall be addressed to the Bidder as indicated below.

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Submitted on _____ .

a.) (If a corporation)

Signature of Bidder

Corporate Seal

By: _____

Print Name: _____

Address of Bidder: _____

Incorporated under the laws of the State of _____ .

b.) (If an individual, partnership, or non-incorporated organization)

Signature of Bidder

By: _____

Print Name: _____

Address of Bidder: _____

c.) Certificate of Competency number _____

d.) The names of the corporate officers, or partners, or individuals doing business under trade name, is as follows:

Signature of Bidder

By: _____

Print Name: _____

Title: _____

Business Address: _____

Incorporated under the laws of the State of _____ .

[remainder of this page left blank intentionally]

CERTIFICATE

(if Corporation)

STATE OF FLORIDA)

) SS

COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 20__ the following resolution was duly passed and adopted:

"RESOLVED", that _____, as _____ of the Corporation, be and he is hereby authorized to execute the Proposal dated _____, 20____, between the City of Delray Beach, Florida 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 this _____ day of _____,
20__.

By: _____
Print Name: _____
Title: _____

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

Signature and Stamp of Notary Public
My Commission Expires:

CERTIFICATE

[illegible]

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 20__ the following resolution was duly passed and adopted:

"RESOLVED", that _____, as _____ of the Partnership, be and he is hereby authorized to execute the Proposal dated _____, 20__, between the City of Delray Beach, Florida and this Partnership, and that his execution thereof, attested by the _____ of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20__.

By: _____
Print Name: _____
Title: _____

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

Signature and Stamp of Notary Public
My Commission Expires:

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF _____)SS

_____ being first duly sworn, deposes and says that:

- (1) He is the _____,
(Owner, Partner, Officer, Representative or Agent)
- (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, representative, 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 refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of 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;
- (5) The price of items quoted in the attached Bid are fair and proper and are not tainted by 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: _____
Print Name: _____

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

Signature and Stamp of Notary Public
My Commission Expires:

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 287.087). 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 plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidders Signature

(Print or type)

TRENCH SAFETY ACT
Florida Statutes Section 553.60 et seq.

"Trench Safety Act" Compliance

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance.

Method of Compliance

Cost

Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above may result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review or assess City's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the City and Engineer are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".

CONE OF SILENCE

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Delray Beach. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this RFP, which provides as follows:

Sec. 2-355. Cone of silence.

- (a) Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
 - (1) Any person or person's representative seeking an award from such competitive solicitation; and
 - (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.
- (b) For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.
- (c) The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.
- (d) The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- (e) The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.
- (f) The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.**
- (g) Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

Contractor's

Name: _____ Signature: _____

Date: _____

BID BOND

STATE OF FLORIDA)
) SS
COUNTY OF _____)

KNOW ALL MY BY THESE PRESENTS that _____ as Principal, and _____ as surety, are held and firmly bound unto the City of Delray Beach, Florida, hereinafter called the City in the penal sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, for project titled:

**Drainage Swales FY-15-16
City of Delray Beach Project No. 15-034
Bid No. 2016-082C**

NOW, THEREFORE,

- (a) It is a condition precedent to the submission of said bid that a certified check, cashiers check or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that Bidder would, if awarded the contract, enter into a written contract with the CITY for the completion of the Work specified in the Contract Documents for the amount indicated in the Bid.
- (b) If the Principal shall not withdraw said bond within (90) days after date of the same, and shall within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligation shall be void and of no effect, otherwise the sum herein stated shall be due and payable to the CITY and the surety herein agrees to pay said sum immediately upon demand of the CITY in good and lawful money of the United States of America as liquidated damages for failure thereof of said principal.

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

I _____ (person), on behalf
of _____
(surety)

_____ (surety company) have
read

and examined the Performance and Payment Bonds attached to Bid No. 2016-082C

_____.

Signature

Date: _____

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required). (If Corporation, Secretary Only will attest and affix seal)

WITNESSES:

Print Name: _____

Print Name: _____

PRINCIPAL

(firm name)

By: _____
(Signature of Authorized Officer)

(affix Seal)

Print Name: _____

Title: _____

Business Address:

WITNESSES:

Print Name: _____

Print Name: _____

SURETY:

(firm name)

By: _____
(Signature, Attorney-in-Fact)

(affix Seal)

Print Name: _____

Business Address

Name of Local Insurance Agency

INFORMATION REQUIRED OF BIDDER

BIDDER'S GENERAL INFORMATION:

Bidder shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

- (1) CONTRACTOR'S name and address:

- (2) CONTRACTOR'S telephone number: _____

- (3) Number of years as a CONTRACTOR in this type of work: _____

- (4) Names and titles of all officers of CONTRACTOR'S firm:

- (5) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

- (6) Principal Materials Manufactures and Subcontractors. This proposal is being submitted by the hereinafter stated CONTRACTOR who proposes to perform work specified and shown on the Drawings. The Bid Proposal shown on the preceding page(s) has been calculated and tabulated using basic material prices. The following is a list of material manufactures and subcontractors whose materials and services said CONTRACTOR propose to furnish and utilize if the awarded a CONTRACT for the work specified herein and shown on the Plans. It is understood that the following list is not complete but includes the names of manufactures of the principal components and subcontractors supplying principal services to said project. It is also understood that if awarded a Contract, the CONTRACTOR will furnish the materials of the manufactures and utilize the services of the subcontractors stated herein and that if for any reason whatsoever CONTRACTOR wishes to substitute materials or subcontractors he shall request permission in writing from the City stating fully the reason for making such a request prior to ordering same.

All of said manufactures or their authorized vendors have been made aware of all the appropriate portions of the Contract Documents and agree that their materials will meet all of the requirements stated therein and that deliveries will be scheduled so as not to impede the progress of the work.

Materials:

Manufacturer

Subcontractors:

Name

Duties

Signature of Bidder

By: _____

Print Name: _____

QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business in the State of Florida as a Contractor?
2. What is the last project of this nature that you have completed?
3. Have you ever failed to complete work awarded to you: If so where and why?
4. Name three individuals or corporations for which you have performed work and to which you refer?
5. List the following information concerning all contracts on hand as of the date of submission of this proposal. (In case of co-venture, list the information of all co-venturers).

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>TOTAL CONTRACT VALUE</u>	<u>CONTRACTED DATE/OF COMPLETION</u>	<u>%OF COMPLETION TO DATE</u>
----------------------------	--------------	-------------------------------------	--	---------------------------------------

(Continue list on insert sheet, if needed)

6. Have you personally inspected the proposed work and have you a complete plan for its performance?
7. Will you sublet any part of this work? If so, give details.
8. What equipment do you own that is available for the work?
(Attach additional sheets as necessary)
9. What equipment will you purchase for the proposed work?
10. What equipment will you rent for the proposed work?

State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the business under the trade name. It is absolutely necessary that this information be furnished).

Correct Name of Bidder

- a) The business is a (Sole Proprietorship) (Partnership) (Corporation)
- b) The address of principal place of business is _____
- c) The names of the corporate officers or partners, or individuals doing business under a trade name, is as follows:

Signature of Bidder

By: _____

Print Name: _____

Business Address: _____

Incorporated under the laws of the State of _____.

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between the CITY OF DELRAY BEACH, FLORIDA, hereinafter called the CITY, and _____, hereinafter called 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. For the project entitled:

**Drainage Swales FY-15-16
City of Delray Beach Project No. 15-034
Bid No. 2016-082C**

Article 2. CONSULTANT.

The Project has been designed by **City of Delray Beach**, who is hereinafter called CONSULTANT and who will assume all duties and responsibilities and will have the rights and authority assigned to CONSULTANT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. ENTIRE AGREEMENT.

This Construction Contract, along with the Contract Documents consisting of the Agreement, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Addenda, Drawings, Specifications and modifications issued after execution of the Contract embodies the entire agreement between City and Contractor and supersedes all other writings, oral agreements or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. NO CHANGES, AMENDMENTS OR MODIFICATIONS OF ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT SHALL BE VALID UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

Article 4. CONTRACT SUM.

The City shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the fixed price of _____, which shall constitute the Contract Price, which shall not be modified except by Change Order or by Unit Prices, if any, as provided in the Contract Documents.

[remainder of page left blank intentionally]

4. Bidder will complete the Work for the following prices:

ITEM NO.	DESCRIPT ION	UNIT	EST. QTY.	UNIT PRICE (in words)	UNIT PRICE	EXTENDED TOTAL PRICE
1	Mobilization/Demobilization	L.S.	1	<u> </u> Dollars <u> </u> Cents	<u>\$</u>	<u>\$</u>
2	Maintenance of Traffic	L.S.	1	<u> </u> Dollars <u> </u> Cents	<u>\$</u>	<u>\$</u>
3	Clearing & Grubbing	L.S.	1	<u> </u> Dollars <u> </u> Cents	<u>\$</u>	<u>\$</u>
4	Swale Grading	SY	24000	<u> </u> Dollars <u> </u> Cents	<u>\$ -</u>	<u>\$</u>
5	Sodding	SY	24000	<u> </u> Dollars <u> </u> Cents	<u>\$ -</u>	<u>\$</u>
6	landscaping allowance	L.S.	1	<u>Four Thousand</u> Dollars <u>No</u> Cents	<u>\$ 4,000.00</u>	<u>\$ 4,000.00</u>
7	Utilty allowance	L.S.	1	<u>Two Thousand</u>	<u>\$ 2,000.00</u>	<u>\$ 2,000.00</u>

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE (in words)	UNIT PRICE	EXTENDED TOTAL PRICE
				Dollars		
				No		
				Cents		
8	Irrigation Repair Allowance	L.S.	1	Five Thousand	\$ 5,000.00	\$ 5,000.00
				Dollars		
				No		
				Cents		
9	Video Allowance	L.S.	1	Five Hundred	\$ 500.00	\$ 500.00
				Dollars		
				No		
				Cents		
10	Unforeseen Conditions	L.S.	1	Ten Thousand	\$ 10,000.00	\$ 10,000.00
				Dollars		
				No		
				Cents		
11	Idemnification	L.S.	1	Ten	\$ 10.00	\$ 10.00
				Dollars		
				No		
				Cents		
TOTAL EVALUATED BID						
BID ITEMS 1 through 11 (in numbers)						\$
TOTAL EVALUATED BID						
BID ITEMS 1 through 11 (in words)						
						Dollars
						Cents

Article 5. CONTRACT TIME; LIQUIDATED DAMAGES.

- 5.1 The work will be substantially completed within **60** calendar days from the date of the issuance of the Notice to Proceed, and completed and ready for final payment in accordance with paragraph 15.13 of the General Conditions within **30** calendar days from the date of Substantial Completion.
- 5.2 Liquidated Damages. The CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the Work is not completed within the times specified in paragraph 5.1 above, plus any extensions thereof allowed in accordance with Article 13 of the General Conditions.

They also recognize that the actual loss suffered by the CITY if the Work is not completed on time is not readily ascertainable at the time of entering this Contract. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY five hundred dollars (\$500.00) for each day that expires after the time specified in paragraphs 5.1 for substantial completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the CITY, CONTRACTOR shall pay OWNER five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 5.1 for completion and readiness for final payment. CONTRACTOR expressly acknowledges that such sum is not payable as a penalty but as liquidated damages representing a reasonable estimate of delay damages, inconvenience and additional overhead and costs likely to be sustained by the CITY, estimated at the time of executing the Contract. If the CITY reasonably believes in its discretion that Substantial Completion will be delayed, it shall be entitled, but not required to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

Article 6. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by the **Construction Management Technician** as provided in the General Conditions.

**Environmental Services Department
Main Administration Building
434 South Swinton Avenue
Delray Beach, Florida 33444**

Attention: Construction Management Technician

- 6.1 Progress Payments. The CITY shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by CONSULTANT, on or about the First day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in Paragraph 3.6.3 of the General Conditions 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.
- 6.1.1 Prior to Substantial Completion progress payments will be made in an amount equal to 90% of the work completed until 50% of the work has been completed

and installed, then payment may be made in an amount equal to 95% of the work completed, but in each case, less the aggregate of payments previously made and less such amounts as CONSULTANT shall determine, or the CITY may withhold, in accordance with paragraph 15.7 of the General Conditions.

6.0.2. Prior to Substantial Completion, progress payments for materials and equipment not incorporated in the Work but delivered and suitably stored and accompanied by documentation satisfactory to the CITY, as provided in paragraph 15.2 of the General Conditions, will be made in an amount equal to 0% as established by the schedule of values.

6.0.3 The CITY is entitled to withhold amounts due CONTRACTOR for any defective or non-conforming work or for liquidated damages.

6.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 15.13 of the General Conditions, the CITY shall pay the remainder of the Contract Price as recommended by CONSULTANT as provided in said paragraph 15.13.

Article 7. SUBCONTRACTS.

No more than 40% of dollar value of the total contract work may be accomplished by subcontractors. Balance of work must be accomplished by selected CONTRACTOR'S own forces.

Article 8. CONTRACTOR'S REPRESENTATIONS.

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

8.1 CONTRACTOR 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 of the Work.

8.2 CONTRACTOR has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

8.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions

8.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

- 8.5 CONTRACTOR has given CONSULTANT written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by CONSULTANT is acceptable to CONTRACTOR.

Article 9. NO DAMAGES FOR DELAY.

- 9.1 All time in the Contract Documents is calculated on a consecutive calendar day basis.
- 9.2 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and CONTRACTOR, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.
- 9.3 CONTRACTOR agrees to commence the Work when directed by the CITY and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the CITY shall not be delayed by any act or omission of CONTRACTOR in completion of the Project within the time specified above.
- 9.4 CONTRACTOR shall not be entitled to any claim for damages on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the CITY, such act, hindrance or delay may only entitle the CONTRACTOR to receive an extension of time as its sole and exclusive remedy, as set forth in Article 13 of the Contract General Conditions.
- 9.4.1 And extension of time to complete the Work shall be determined by the CONSULTANT provided the CONTRACTOR provides CONSULTANT and CITY with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.
- 9.4.2 In the event the request for extension is not made in writing within that twenty day time period, CONTRACTOR acknowledges and agrees it has forever waived any and all rights to such an extension.
- 9.4.3 All extensions of time shall be authorized only by a written change order executed by the CITY, CONSULTANT and CONTRACTOR; in the absence of a written and fully executed change order, CONTRACTOR shall not be entitled to any claim for additional time.
- 9.4.4 This "no damage for delay" provision shall encompass any damages for delay or disruption even if the CONTRACTOR completes construction of the Work in a timely fashion in accordance with this Contract.
- 9.4.5 Damages as referenced in this "no damage for delay" provision shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.
- 9.4.6 The CONTRACTOR recognizes and specifically acknowledges the terms and conditions of this "no damage for delay" clause upon execution of this Contract.

Article 10. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between the CITY and CONTRACTOR concerning the Work consist of the following:

- 10.1. Advertisement for Bids.
- 10.2. Instructions to Bidders.
- 10.3. Bid Proposal Form.
- 10.4. CONTRACTOR'S Bid marked exhibit _____.
- 10.5. Bid Bond.
- 10.6. This Agreement.
- 10.7. Exhibits to this Agreement.
- 10.8. Florida Performance Bond.
- 10.9. Florida Payment Bond.
- 10.10. Certificates of Insurance.
- 10.11. Notice of Tentative Award.
- 10.12. Notice to Proceed.
- 10.13. Certificate of Substantial Completion.
- 10.14. Warranty of Title.
- 10.15. Final Receipt.
- 10.16. General Conditions.
- 10.17. Supplemental General Conditions as listed in TABLE OF CONTENTS thereof.
- 10.18. Technical Specifications as listed in TABLE OF CONTENTS thereof.
- 10.19. Drawings, consisting of _____ numbered from _____, dated _____.
with each sheet bearing the following general title:

**Drainage Swales FY-15-16
City of Delray Beach Project No. 15-034
Bid No. 2016-082C**

- 10.20. Addenda number ____ to ____, inclusive.
- 10.21. Documentation submitted by CONTRACTOR prior to Notice of Tentative Award (pages _____ to _____, inclusive).
- 10.22. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 4.4 and 4.5 of the General Conditions.

- 10.23. The documents listed in paragraph 10.2 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 10. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 4.4 and 4.5 of the General Conditions.

Article 11. INDEMNITY.

In consideration of Ten Dollars (\$10.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, CONTRACTOR agrees to defend, indemnify and hold harmless the CITY, their agents and employees in accordance with paragraph 7.28 of the General Conditions which is incorporated herein and made a part hereof as if fully set forth herein. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statutes 725.06, as amended. It is further the specific intent and agreement of said parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

Article 12. REIMBURSEMENT OF CONSULTANT EXPENSES.

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, CONTRACTOR shall reimburse the CITY for all expenses of CONSULTING and inspection incurred by the CITY during the period between said specified or adjusted time and the actual date of final completion. All such expenses for CONSULTING and inspection incurred by the CITY will be charged to CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as CONSULTANT charges associated with the construction contract administration, including resident project representative costs.

Article 13. MISCELLANEOUS.

- 13.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meaning indicated in the General Conditions.
- 13.2. 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.
- 13.3. The CITY and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 13.4. The agreement shall be void if not signed by both the CITY and the CONTRACTOR.

Article 14. CITY PROVISIONS.

None Provided.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the CITY and CONTRACTOR have caused this Agreement to be executed the day and year shown below.

This Agreement will be effective on _____.

CITY OF DELRAY BEACH, FLORIDA

CONTRACTOR

By: _____
Cary Glickstein, Mayor

By: _____
(signature)

(type or print)

(type or print)

(Corporate Seal)

ATTEST:

City Clerk of the
City of Delray Beach

Approved as to Form and
Legal Sufficiency:

City Attorney

Address for giving notice
to the City:

Environmental Services Dept.
Engineering Division
434 S. Swinton Ave.
Delray Beach, FL 33444

Address for giving notices:
(Type or Print Clearly)

License

No.

Agent for service of process:

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

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 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).

Signature and Stamp of Notary Public

ACKNOWLEDGMENT IF PRINCIPAL IS AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____ (name of person acknowledged), who is personally known to me or has produced _____ (type of identification) as identification.

Signature and Stamp of Notary Public

ACKNOWLEDGMENT IF PARTNERSHIP

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (name of acknowledging partner or agent) of _____, partner (or agent) on behalf of _____ (name of partnership), a partnership. He/She is (personally known to me) (or has produced identification) _____ (type of identification) (as identification).

Signature and Stamp of Notary Public

CERTIFICATE
(if Corporation)

STATE OF FLORIDA)
) SS
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 20__ the following resolution was duly passed and adopted:

"RESOLVED", that _____, as _____ of the corporation, be he/she is hereby authorized to execute the Agreement dated _____, 20__, between the City of Delray Beach, Florida 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 _____, 20__.

(Secretary)

(Corporate Seal)

CERTIFICATE
(if Partnership)

STATE OF FLORIDA)
) SS
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 20__ the following resolution was duly passed and adopted:

"RESOLVED", that _____, as
_____ of the Partnership, be he/she is hereby authorized to
execute the Agreement dated _____, 20__, between the City of
Delray Beach, Florida and this Partnership, and that his execution thereof, attested by the
_____ of the Partnership, shall be the official act and deed of this
Partnership".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____,
20__.

(Secretary)

SURETY PERFORMANCE AND PAYMENT BOND

Bond No _____

By this Bond, We _____, as Principal, whose principal business address and phone number are _____, as Contractor under the contract dated _____, 20____. between Principal and the City of Delray Beach, whose principal address and phone number are _____ for the construction of

Project No. _____, more particularly described as _____ and located at _____ (hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, as Surety, whose principal business address and telephone number are _____ the sum of (U.S. dollars) \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that Principal:

1. Performs, all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract and
3. Pays City all losses, damages, including damages for delay, expenses, costs and attorneys fees, including appellate proceedings, that City sustains because of a default by Principal under the Contract, including but not Limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract;

then this bond is void; otherwise it remains in full force. In the event that Principal shall fail to comply fully with, carry out and perform the terms and conditions of the Contract the Surety, following receipt of a written demand by the Obligee to correct Principal's default(s), and having failed to correct such default

(s) within a reasonable time , shall be deemed to be in default fifteen days after receipt of an additional written demand by the Obligee to correct the Principal's default, and the Obligee shall be entitled to enforce any remedy against Surety available to the Obligee including, but not limited to recovery of damages for the Surety's delay.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the City. This Bond does not limit the City's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the ____ day of _____ 20__.

CONTRACTOR

(Contractor Name)

BY: _____
(President) (Managing Partner or Joint
Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY:

Name:

(Copy of Agent's current Identification
Card as issued by State of Florida
Insurance Commissioner must be
Attached)

(CORPORATE SEAL)

By: _____
Name
Attorney-in-Fact

LIMITED POWER OF ATTORNEY

and

(Principal)

(Surety)

hereby grants the City Clerk of the City of Delray Beach Power of Attorney to insert the date of execution on the contract, surety bonds to the contract and agreement entitled, _____

In Witness Whereof, we have hereunto set our hand and seal this _____ day of _____, 20__.

Principal (SEAL)

Witnesses:

Surety (SEAL)

Print Name: _____

Print Name: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is (personally known to me) (or has produced identification) _____ (type of identification) (as identification).

Signature and Stamp of Notary Public

NOTICE OF TENTATIVE AWARD

DATE: _____

TO: _____
(Bidder)

ADDRESS: _____

Drainage Swales FY-15-16 City of Delray Beach Project No. 15-034 Bid No. 2016-082C

You are notified that your Bid dated _____, for the above Contract has been considered. You are the apparent Successful Bidder. Accordingly, notice is hereby given of the Tentative Award of this contract to you.

The Contract Price of your contract is: \$ _____

Dollars

Cents

Five (5) copies of each of the proposed Contract Documents, (except Drawings) accompany this Notice of Tentative Award.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Tentative Award, that is by _____:

1. You must deliver to the CITY five (5) fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the cover page of each set of Contract Documents.
2. You must deliver with the executed Agreement, Insurance Certificates and the Contract Security Bonds as specified in the Instructions to Bidders and in Article 6 of the General Conditions together with Power of Attorney for use by the City for the purpose of inserting the date of execution of the Contract Surety Bonds and the Agreement, within fifteen (15) calendar days from the date of this Notice to you.
3. You should have the following prepared for the preconstruction conference.
 - (a) A preliminary project construction progress schedule.
 - (b) An itemized schedule of payment and values.
 - (c) A detailed shop drawing submission plan.

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

Within forty five (45) days after you comply with those conditions, if the contract is approved by the City Commission, the CITY will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

City of Delray Beach

By: _____
Donald Cooper
City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF TENTATIVE AWARD is hereby acknowledged

By: _____

this the _____ day of _____, 20 _____.

By: _____

Title: _____

Copy to: City of Delray Beach
(Use Certified Mail,
Return Receipt Requested)

NOTICE TO PROCEED

DATE: _____

TO: _____
(contractor)

ADDRESS: _____

**Drainage Swales FY-15-16
City of Delray Beach Project No. 15-034
Bid No. 2016-082C**

You are notified that the Contract time under the above contract will commence to run on _____ by that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement the dates of Substantial Completion and Final Completion are _____ and _____ respectively.

City of Delray Beach, Florida

By: _____
Print Name _____
Title _____

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

cc: Purchasing Manager
Project file (E)

CERTIFICATE OF SUBSTANTIAL COMPLETION

**Drainage Swales FY-15-16
City of Delray Beach Project No. 15-034
Bid No. 2016-082C**

CONTRACTOR: _____

CONTRACT DATE: _____

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

TO: City of Delray Beach, Florida

AND TO: _____
(CONTRACTOR)

The Work to which this Certificate applies has been inspected by authorized representatives of the CITY, CONTRACTOR and CONSULTANT, 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. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of Substantial Completion.

The responsibilities between the CITY and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

CITY: _____

CONTRACTOR: _____

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

This certificate does not constitute an acceptance of Work not in accordance with the Contract documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by CONSULTANT on _____, 20 ____.

By: _____

Title: _____

CONTRACTOR accepts this Certificate of Substantial Completion on:

_____, 20____.

By: _____

Title: _____

The CITY accepts this Certificate of Substantial Completion on:

_____, 20____

By: _____

Title: _____

WARRANTY OF TITLE
(For Periodic Progress Payments)

STATE OF FLORIDA)
) SS CONTRACTOR: _____
COUNTY _____)

**Drainage Swales FY-15-16
City of Delray Beach Project No. 15-034
Bid No. 2016-082C**

BEFORE ME, the undersigned authority, personally appeared _____
(the "Affiant"), who after being duly sworn, says that he is the "CONTRACTOR", pursuant to a Contract
(the "Contract") dated _____, 20____, with the CITY OF DELRAY BEACH, FLORIDA,
(the "OWNER"), for the supply of certain labor and/or materials (the "Work"), to certain property, as
shown and described in the Contract Documents, subsequent Addenda or Change Orders, and on behalf
of the Contractor makes the following warranties:

- I. The CONTRACTOR warrants that it has fully completely in accordance with the plans and
specifications therefore, that portion of the Work, pursuant to the Contract (the "Completed
Work") covered by the attached Periodic Progress Payment Request.

- II. The CONTRACTOR further warrants and represents that:
 1. All subcontractors, vendors, material men, suppliers and other parties of
whatever kind of nature who are entitled to payment from the CONTRACTOR for
providing labor and/or materials to the CONTRACTOR pursuant to the Contract
as of the date in the last previous request for payment have been paid in full and
therefore have delivered to the CONTRACTOR validly executed Partial Release
of claims with respect thereto.

 2. Title to all materials and equipment covered by the attached Periodic Pay
Request for Payment dated _____, 20____, passes to the City at the time
of payment free and clear of all liens.

(Contractor)_____

(Signature)_____

(Title)_____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__.

Signature and Stamp of Notary Public

FINAL RECEIPT

STATE OF FLORIDA

COUNTY OF _____

_____ being first duly sworn, deposes and says as follows:

1. He/she is _____ of _____
(Title) (Name of Corporation or Firm)
a _____ corporation which is named in Construction Contract dated the
_____ day of _____, 20____, between said corporation as the CONTRACTOR and the CITY
OF DELRAY BEACH, FLORIDA (the CITY) as the OWNER for the construction of:

**Drainage Swales FY-15-16
City of Delray Beach Project No. 15-034
Bid No. 2016-082C**

2. CONTRACTOR has fully completed all construction and work under the Contract and Title to all work, materials and equipment under the Contract passes to the CITY at the time of final payment, free and clear of all liens, and all labors, and material men and subcontractors have been paid in full for performing or furnishing the work, labor or materials under the Contract.

3. Receipt by CONTRACTOR of the final payment from CITY in the amount \$_____ shall constitute a full release and discharge by CONTRACTOR to the CITY of all claims or liens of CONTRACTOR against OWNER arising out of, connected with, or resulting from performance of the Contract, including full payment for all extra work and material furnished by the undersigned in the construction of said improvements.

4. The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

5. This statement under oath is given in compliance with Sections 713.05 and 713.06, Florida Statutes.

Signed and sealed in
the presence of :

Affiant Contractor

By: _____
Print Name: _____
Title: _____

Sworn to and subscribed before me this _____ day of _____, 20__.

Signature and Stamp of Notary Public

PLANS/ATTACHMENTS/ADDITIONAL INFORMATION

Plans

CITY OF DELRAY BEACH

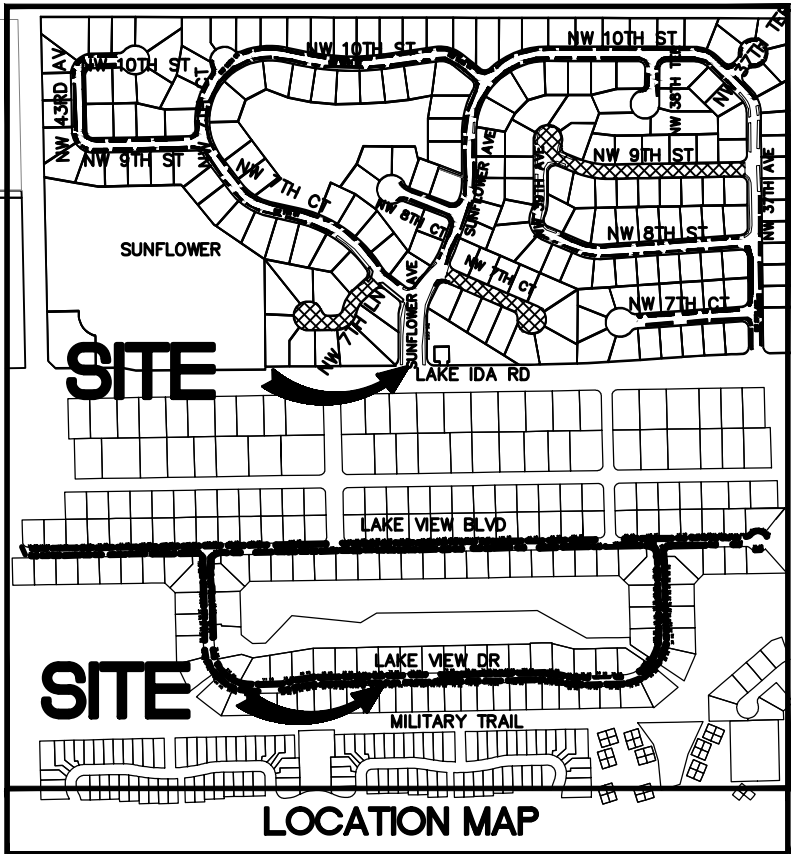
DRAINAGE SWALES FY-15-16

TITLE 1

Project No. 15-034

INDEX

SHEET	DESCRIPTION
	COVER
1-2	KEY SHEET
3-6	PLAN SHEET (LAKE FOREST/SUNFLOWER NEIGHBORHOODS)
7-9	PLAN SHEET (LAKE VIEW RD/LAKEVIEWDR)
10	DETAIL SHEET



ENGINEER'S SEAL

ISAAC KOVNER
Lic. No. 54901

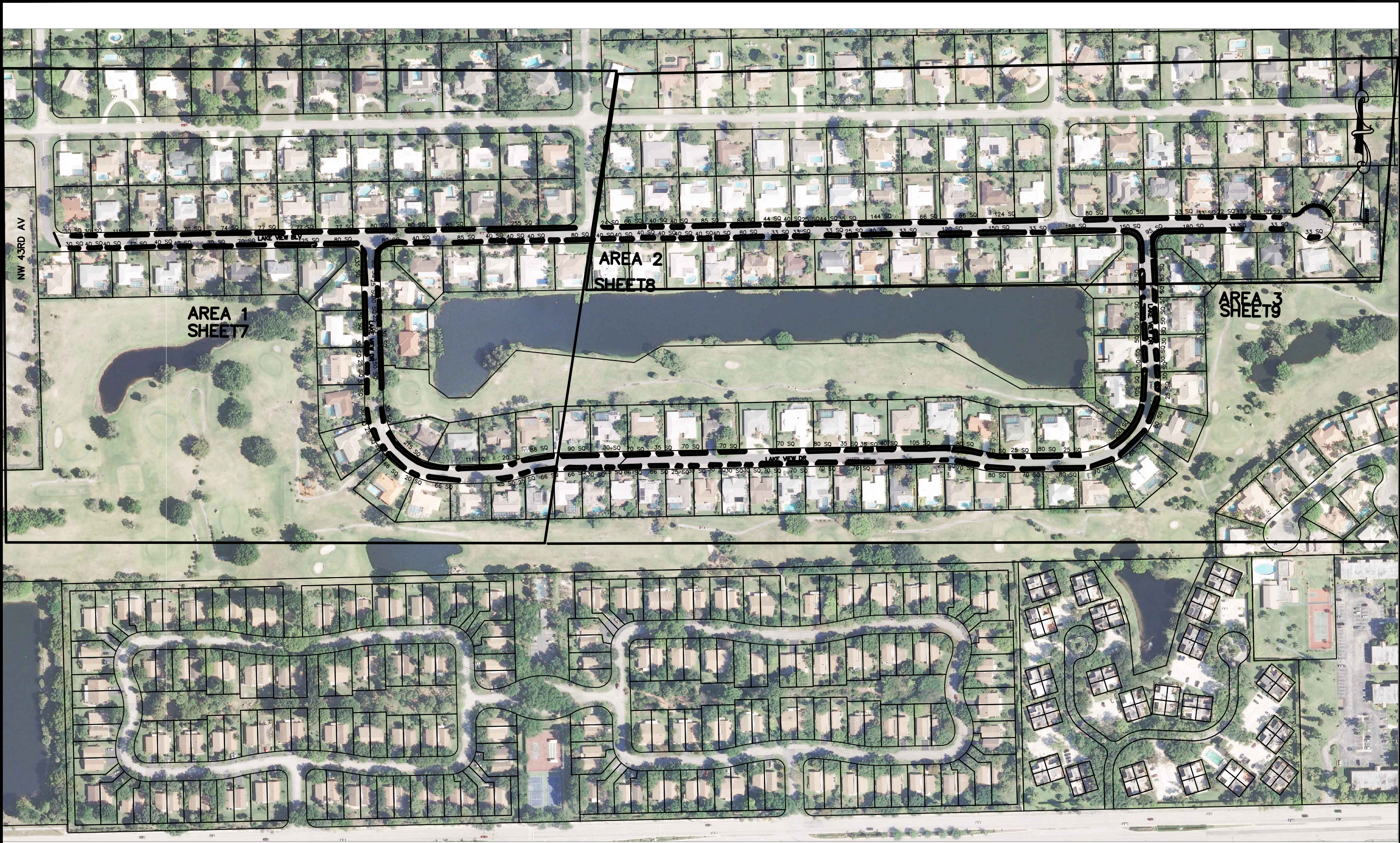
DESIGNED BY	DESIGNED BY
DRAWN BY	DRAWN BY
CHECKED BY	CHECKED BY
DATE	DATE

DRAINAGE SWALES FY-15-16
PROJECT NUMBER 15-034

KEYSHEET

PROJECT NO.	15-034
SHEET NO.	1 OF 10
FILE ID.	

S:\EngCADD\Projects\2014-047\swales802016.dwg Plotted by krane on Feb 03,2016-11:06am



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ENVIRONMENTAL SERVICES DEPARTMENT
434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444
Phone: (561) 243-7322 Fax: (561) 243-7060

ENGINEER'S SEAL

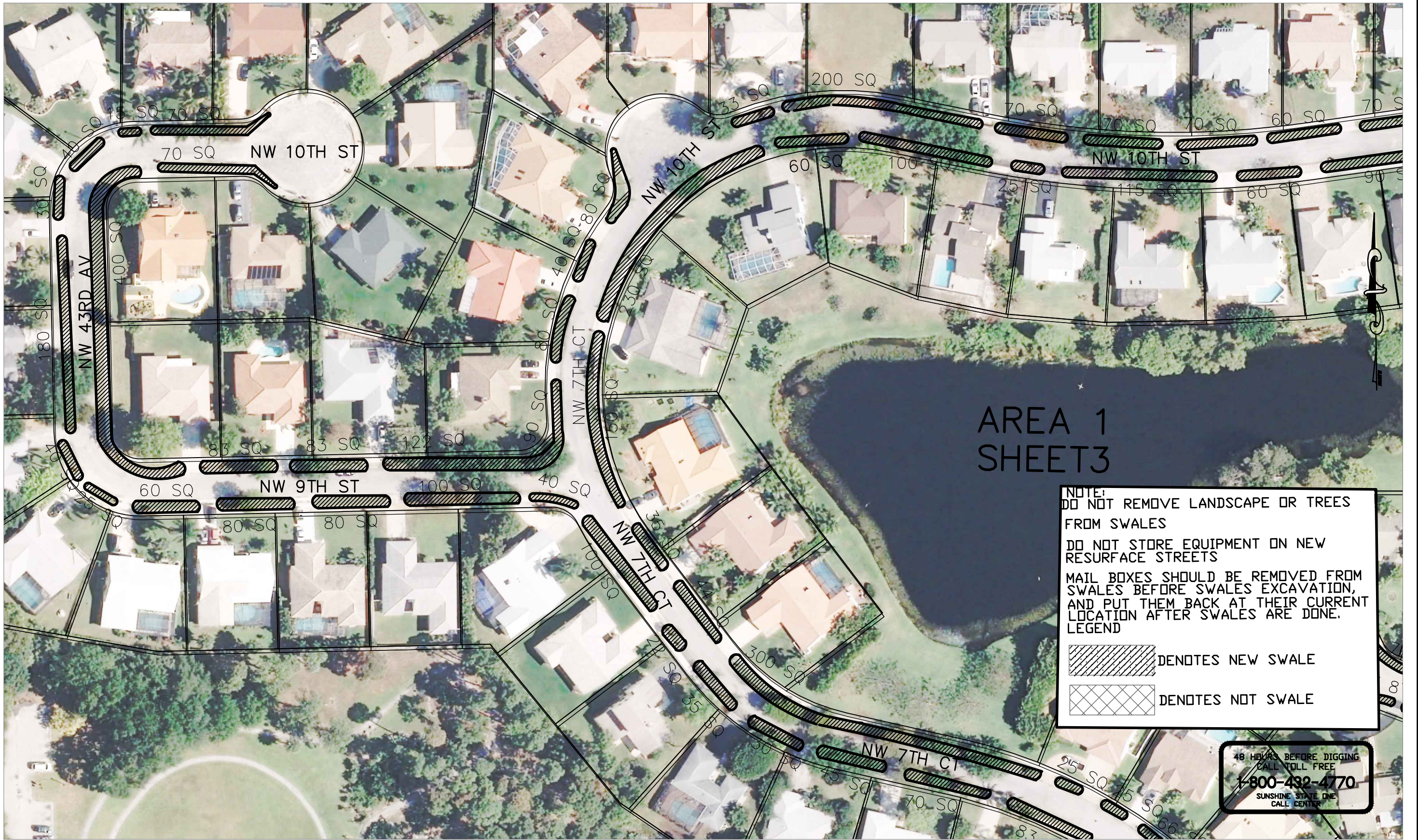
ISAAC KOWNER
Lic. No. 54901

DESIGNED BY	DESIGNED BY				
DRAWN BY	DRAWN BY				
CHECKED BY	CHECKED BY				
DATE	DATE	REVISION	DATE	DESCRIPTION	BY

DRAINAGE SWALES FY-15-16
PROJECT NUMBER 15-034
LAKE VIEW BLVD/LAKE VIEW DR
KEYSHEET



PROJECT NO.
15-034
SHEET NO.
2 OF 10
FILE ID.

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NOTE:
DO NOT REMOVE LANDSCAPE OR TREES FROM SWALES
DO NOT STORE EQUIPMENT ON NEW RESURFACE STREETS
MAIL BOXES SHOULD BE REMOVED FROM SWALES BEFORE SWALES EXCAVATION, AND PUT THEM BACK AT THEIR CURRENT LOCATION AFTER SWALES ARE DONE.

LEGEND

	DENOTES NEW SWALE
	DENOTES NOT SWALE

48 HOURS BEFORE DIGGING
CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE ONE
CALL CENTER



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ENVIRONMENTAL SERVICES DEPARTMENT
434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444
Phone: (561) 243-7322 Fax: (561) 243-7060

DRAWING SCALE		HORIZ. 1"=80'	VERT.
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ENGINEER'S SEAL

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Lic. No. 54901

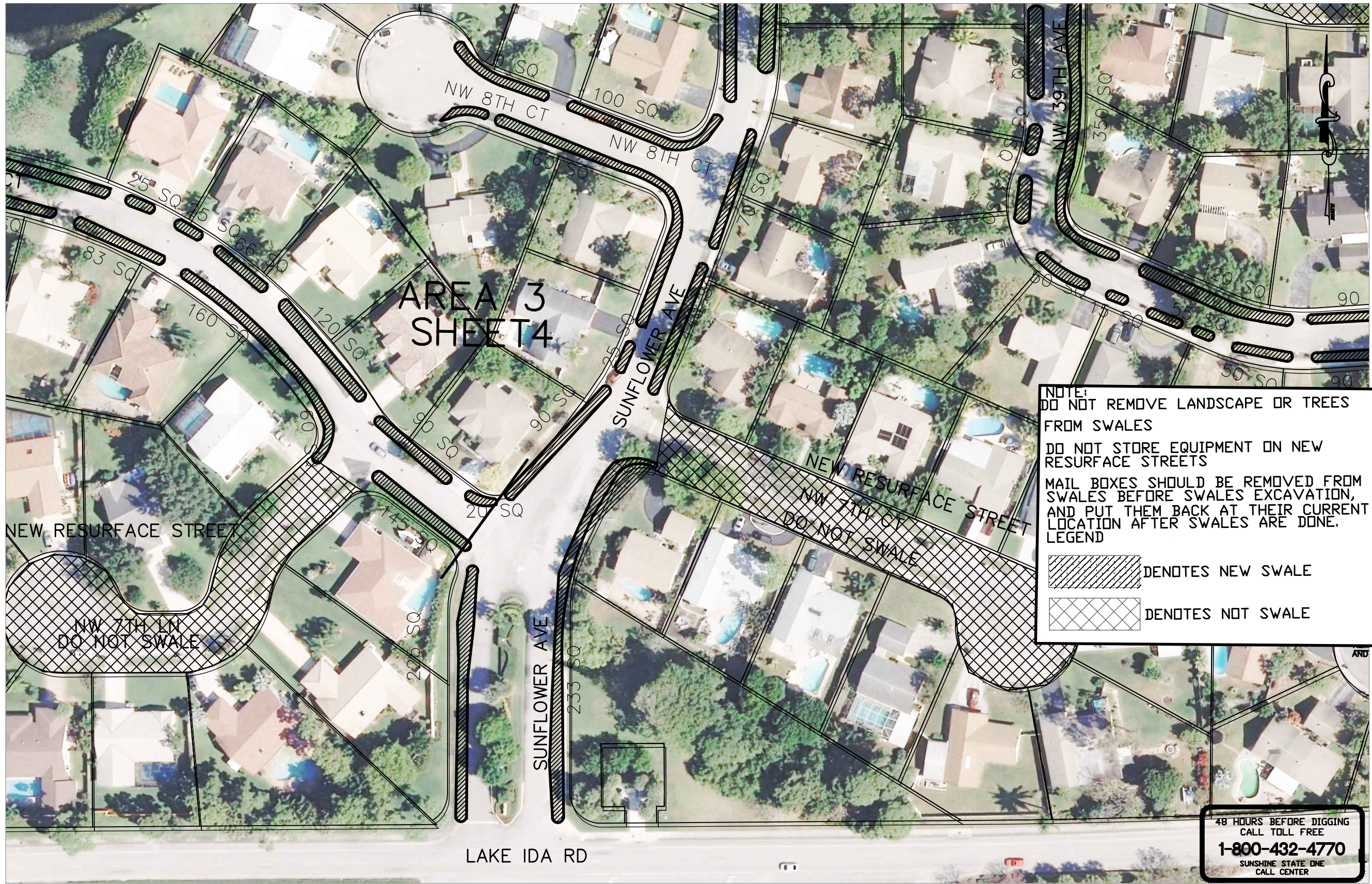
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DRAWN BY	DRAWN BY				
CHECKED BY	CHECKED BY				
DATE	DATE	REVISION	DATE	DESCRIPTION	BY

DRAINAGE SWALES FY-15-16
PROJECT NUMBER 15-034

PLAN SHEET

PROJECT NO.	15-034
SHEET NO.	3 of 10
FILE ID.	

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DRAWING SCALE
HORIZ. 1"=80' VERT.

ENGINEER'S SEAL

ISAAC KOVNER
Lic. No. 54901

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CHECKED BY	CHECKED BY						
DATE	DATE	REVISION	DATE	DESCRIPTION	BY		

DRAINAGE SWALES FY-15-16
PROJECT NUMBER 15-034

PLAN SHEET

PROJECT NO.
15-034
SHEET NO.
4 of 10
FILE ID.



DRAWING SCALE	HORIZ. 1"=80'	VERT.
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[illegible]

PLAN SHEET

PROJECT NO.	15-034
SHEET NO.	6 OF 10
FILE ID.	

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DRAWING SCALE
HORIZ. 1"=80' VERT.

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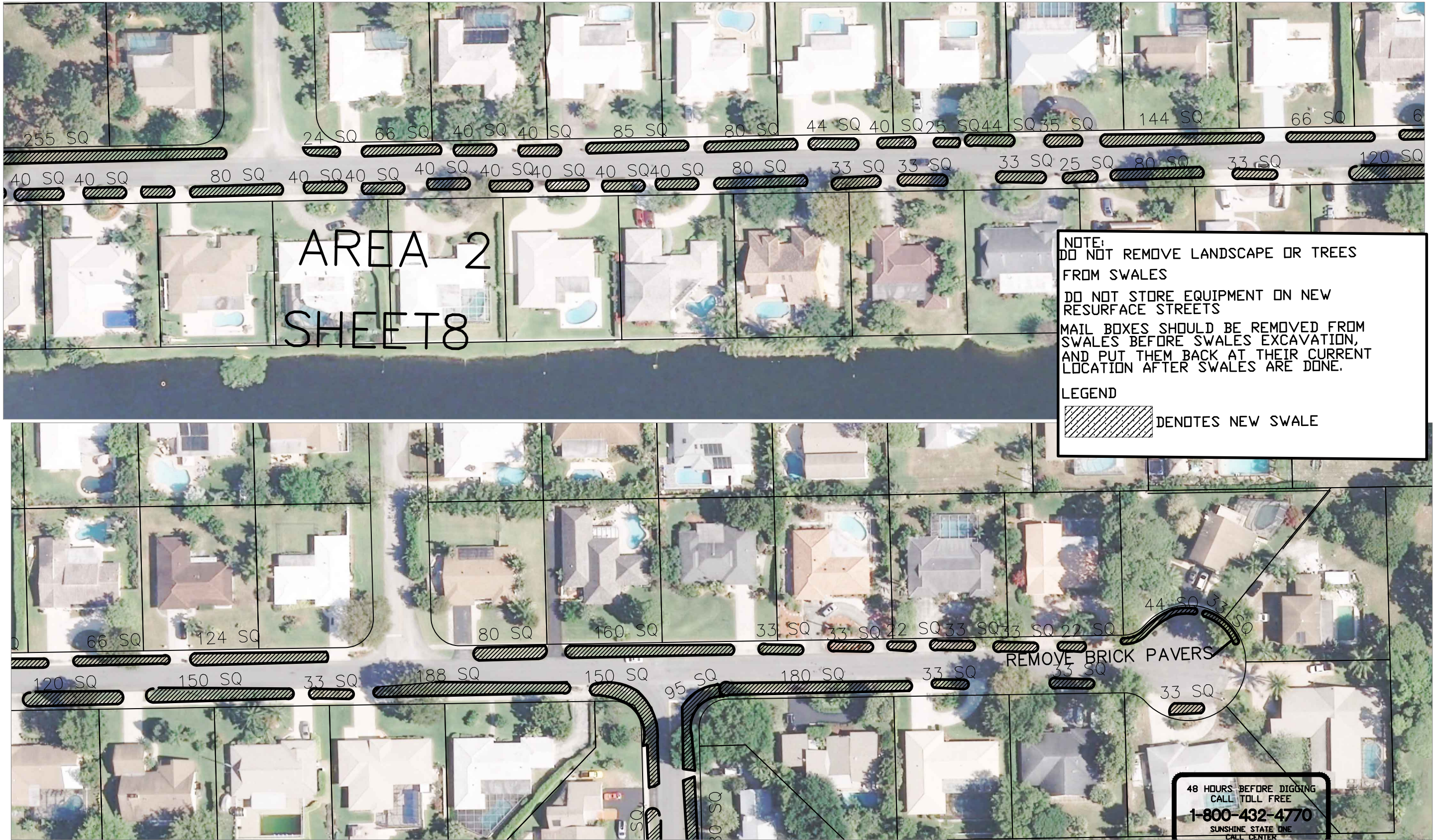
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DRAWN BY	DRAWN BY				
CHECKED BY	CHECKED BY				
DATE	DATE	REVISION	DATE	DESCRIPTION	BY

DRAINAGE SWALES FY-15-16
PROJECT NUMBER 15-034

PLAN SHEET

PROJECT NO.
15-034
SHEET NO.
7 OF 10
FILE ID.

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DRAWING SCALE
HORIZ. 1"=80' VERT.

ENGINEER'S SEAL

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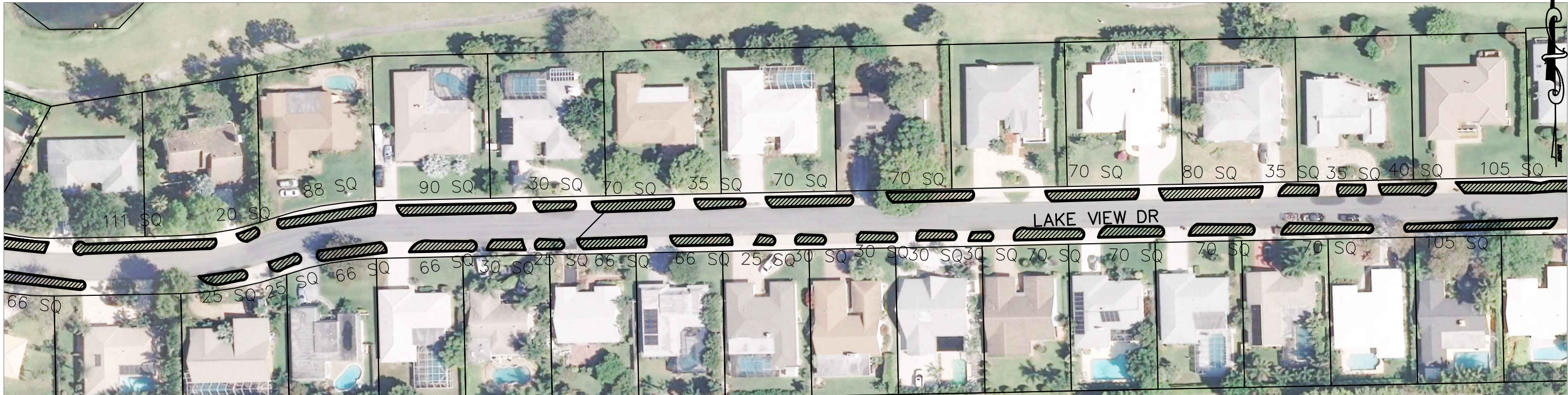
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DRAWN BY	DRAWN BY				
CHECKED BY	CHECKED BY				
DATE	DATE	REVISION	DATE	DESCRIPTION	BY

DRAINAGE SWALES FY-15-16
PROJECT NUMBER 15-034

PLAN SHEET

PROJECT NO.
15-034
SHEET NO.
8 OF 10
FILE ID.

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NOTE:
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AND PUT THEM BACK AT THEIR CURRENT
LOCATION AFTER SWALES ARE DONE.

LEGEND
DENOTES NEW SWALE

18 HOURS BEFORE DIGGING
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CALL CENTER



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DRAWING SCALE
HORIZ. 1"=80' VERT.

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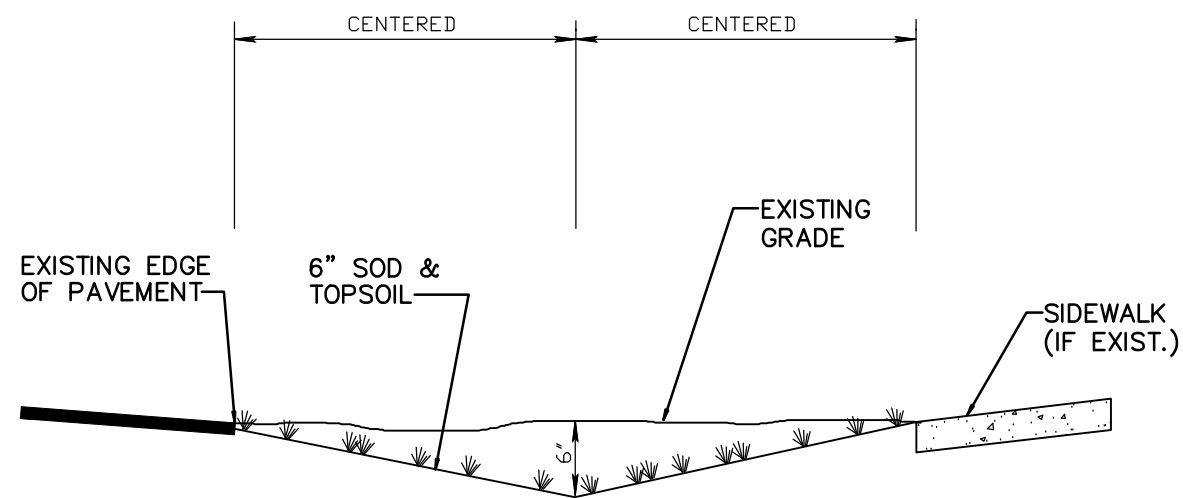
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DRAINAGE SWALES FY-15-16
PROJECT NUMBER 15-034

PLAN SHEET

PROJECT NO.
15-034
SHEET NO.
9 OF 10
FILE ID.

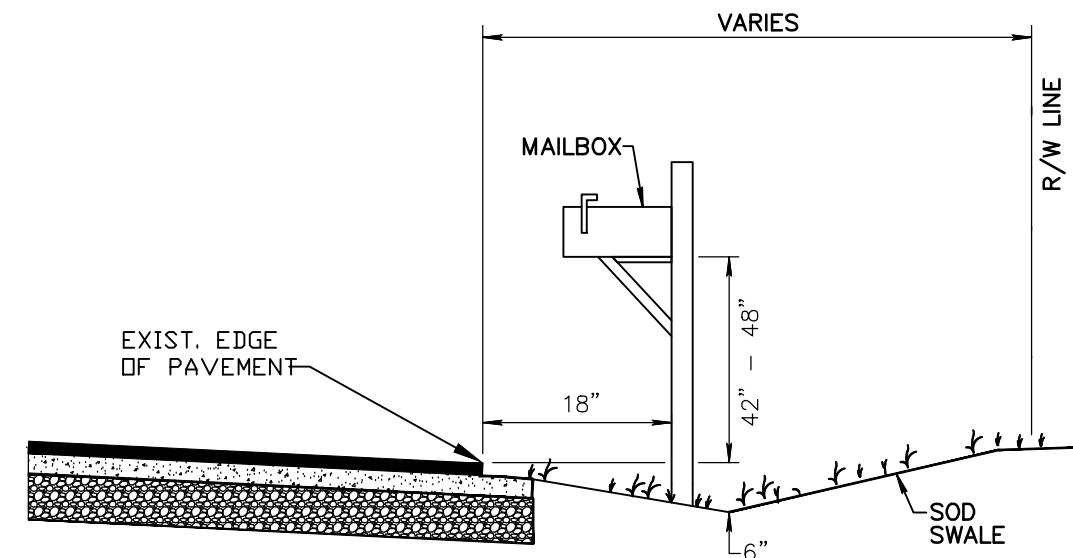


NOTE:

NOT TO SCALE

1. CONTRACTOR TO REPLACE ALL IRRIGATION, TREES & SHRUBBERY IN SWALES DAMAGED DURING CONSTRUCTION.

SWALE REPLACEMENT DETAIL D10.1



NOT TO SCALE

**TYPICAL MAIL BOX RELOCATION
AND 6" SODDED SWALE DETAIL
DETAIL D 10.2**



CITY of DELRAY BEACH²⁰
ENVIRONMENTAL SERVICES DEPARTMENT
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 Phone: (561) 243-7322 Fax: (561) 243-7060 www.myclaybeach.com

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**DRAINAGE SWALES FY-15-16
 DETAIL SHEET**

PROJECT NO.
15-034
 SHEET NO.
10 10
 FILE ID.

PROPOSAL AND REQUIRED FORMS

PLANS/ATTACHMENTS/ADDITIONAL INFORMATION