

14158

CONSULTANT/CONTRACTOR  
ORIGINAL



## City of West Palm Beach

### MASTER CONTRACT for SMALL UTILITY CONSTRUCTION

ITB No. 13-14-407

Contract No. 14563

**Contractor Firm:** DP Development of the Treasure Coast, LLC

**Contractor Address:** 605 Belvedere Road, Suite #3  
West Palm Beach, Florida 33405

Email: pat@dpdevelopment.net

Telephone: (561) 650-1333 Fax: (561) 650-1334

Cell: (561) 542-5458

FEI/EIN # 205822418

THIS CONTRACT is made and entered into by and between the Contractor identified above and the **CITY OF WEST PALM BEACH**, a municipal corporation of the State of Florida whose address is 401 Clematis Street, West Palm Beach, Florida 33401 (the "City" or "Owner").

WHEREAS, the Owner caused to be prepared specification, drawings and other contract documents for certain work and issued an Invitation to Bid ("ITB") for the above-described project; and

WHEREAS, the Contractor submitted its Bid in response; and

WHEREAS, the Owner determined that the Contractor's Bid represents the best value to Owner and wishes to contract with Contractor under the terms and conditions contained in the Invitation to Bid;

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations herein contained, and subject to the terms and conditions herein stated, the Owner and Contractor understand and agree as follows:

1. **Small Utility Project.** Contractor shall be entitled to submit bid(s) for the issuance of Work Orders for small utility projects (under \$300,000), which may include, but are not limited to, the following plus ancillary items:

- Water Treatment Facility Work
- Water Main installation and repair
- Sanitary Sewer Main installation and repair
- Storm Sewer Main installation and repair
- Sanitary Force Main installation and repair
- Valve installation and repair on water main, sanitary sewer main, sanitary force main, and process piping
- Air piping installation and repair
- Water and Wastewater Pump installation and repair
- Material Purchases
- Utility Locates
- Manholes
- Inlets

- Conduits
- Concrete Work
- Road Work
- Paving
- Dewatering
- Surveying and Field Engineering for construction layout and as-built drawings
- Testing and Laboratory Services
- Electrical Improvements
- Other small projects as requested

2. **Non-Exclusive; No Guaranty.** This Contract is non-exclusive and the Owner reserves the right to award other contracts for work falling within the scope of this Contract. No work order(s) or minimum amount of work or compensation is guaranteed under this Contract.

3. **Scope of Work.** If awarded a Work Order, the Contractor shall furnish all necessary labor, materials, equipment and supplies, and shall execute and complete, to the satisfaction of Owner and in accordance with the terms and conditions of this Contract all work described and shown in the applicable Work Order. The work will be small utility projects (under \$300,000).

4. **Work Order(s):**

4.1 Owner will issue Work Orders for small utility construction projects to awarded Contractor on an as-needed basis. Each work order will be on the City's form and detail the specific project scope of work, project schedule for completion and compensation. All terms and conditions of this Contract, the General Conditions and the Contract Documents will be applicable to each Work Order. Time shall be of the essence of each Work Order.

4.2 No work is authorized until a work order is fully executed by the Owner. Any amendment to a work order is not effective and not authorized until such amendment is fully executed by the Owner. No Work Order may be amended to exceed \$300,000.

4.3 No individual Work Order shall exceed \$299,999.99. A comprehensive project shall not be broken into small related segments/projects in order to fall within the limitations of this Contract. Contractor shall not execute any such Work Order.

4.4 The compensation/price to be paid for each individual work order shall be specified in the work order and shall be based on the rates/unit prices shown in Exhibit A.

4.5 Work Orders shall be completed within the time indicated for each Work Order. Time is of the essence of each Work Order. Contractor shall proceed with the work and shall conform to the schedule for each Work Order. Work shall commence on the date indicated in the Notice to Proceed issued by Owner and be substantially complete and then fully complete in accordance with the Work Order schedule and the General Conditions, with such extensions of time as are provided in the General Conditions.

4.6 No Work Order may be issued for Services to be completed after the expiration of this Contract. The form of City's Work Order is attached to this Contract.

5. **Payment and Invoices.** Payment for Work Orders shall be made in accordance with the General Conditions of this Contract. Contractor acknowledges that if a construction bond is required, final payment under this Work Order shall not be made until consent of surety is received by Owner. Contractor shall submit individual invoices for each Work Order. Along with each invoice, Contractor will provide a copy of the Work Order, the appropriate completed Small Business participation form and any updated insurance documents.

6. **Term of Contract.**

6.1 **Term of Contract.** Subject to the termination rights of the Owner, this Contract shall have a term of three (3) years, commencing as of the date of execution by the Owner. The Owner shall execute this Contract last.

**6.2 Renewal.** At the sole option of the Owner, this Contract may be renewed for up to two additional twelve (12) month periods. Contract renewal will only be effective upon a written contract amendment executed by both parties. Renewal terms and conditions for this Contract shall be unchanged.

7. **Liquidated Damages.** The actual damages the City and the public may suffer as a result of the failure to complete work under a Work Order within the scheduled time are not ascertainable at the time of this Contract. If said work under any Work Order is not substantially and then fully completed within the time established by the Work Order and the General Conditions, as may be adjusted, the Contractor shall be liable and hereby agrees to pay to the City as liquidated damages, and not as a penalty, a sum per calendar day for each and every day or part of a day thereafter that said work remains incomplete. Unless a Work Order specified otherwise, Contractor shall pay to City the sum of Two Hundred Dollars (\$200) per calendar day as liquidated damages.

8. **Construction Bond(s).** If the estimated amount of any Work Order is \$200,000 or more, or if a bond is required by ECR/City on any other Work Order, then prior to the commencement of the work under such Work Order, Contractor shall record a public construction bond, in an amount not less than the total cost of such Work Order, on City approved forms, with the Clerk of the Court in the Public Records of Palm Beach County and provide a certified copy of the recorded bond(s) prior to commencing work and submittal of first invoice. The ECR Board and City shall be co-obligees under such bonds. The bond shall incorporate by reference the terms of the Contract Documents in their entirety.

9. **Required Insurance.**

9.1 Contractor shall maintain following liability coverage, in the limits specified, and shall provide evidence of such coverage prior to Contract execution:

Comprehensive General Liability: Not less than \$1,000,000.00 Combined Single Limit per each occurrence and \$2,000,000 aggregate, with bodily injury limits. May not be subject to a self-insured retention or deductible exceeding \$25,000.

Automobile Liability: Not less than \$1,000,000.00 for injuries per person in any one accident or occurrence and \$1,000,000.00 in the aggregate for injuries per occurrence or accident, with \$100,000.00 for property damage in any one accident or occurrence. May not be subject to a self-insured retention or deductible exceeding \$10,000.

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee."

Any liability coverage on claims made basis shall remain effective for five (5) years after final payment.

9.2 Based on the work to be performed, specific Work Orders for specific utility work projects may require additional insurance coverages.

9.3 **Additional Insured:** All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the City of West Palm Beach as Additional Insured. No costs shall be paid by the City for an additional insured endorsement.

9.4 **Certificate of Insurance:** Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to Owner prior to execution of any contract awarded. The Certificate of Insurance shall be dated and show the name of the insured, the specific contract or work authorization by name, WA number and contract number, the name of the insurer, the number of the policy, its effective date, and its termination date.

9.5 **Sub-Contractors.** Proposer(s) shall ensure that any sub-consultants will maintain during the term of their contract, the above types of insurance, in coverage amounts acceptable to the City .

10. **Contractor's Understanding.** It is understood and agreed that the Contractor shall, prior to the execution of any Work Order, by careful examination, satisfy itself as to the nature and location of the work, the

conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions. Execution of a Work Order by the Contractor shall be a representation that the Contractor has visited the site, reviewed any design criteria furnished by the City, become generally familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor agrees that its inspection of the site and review of information furnished by the City shall be adequate investigation. By execution of a Work Order, Contractor represents that the plans and specifications are consistent, practical, feasible and constructible within the scheduled construction time and Contractor affirmatively covenants that Contractor has observed no defects or discrepancies in the plans, specifications or site. Contractor agrees that if during construction any discrepancies, defects, etc., are discovered by or made known to Contractor, Contractor shall immediately communicate same to the City.

11. **Warranty.** Contractor agrees to correct all Work found by Owner to be defective or not in conformance with the Contract Documents for a period of one year from the final certificate of occupancy for the project (or if no certificate of occupancy to be issued, within one year of substantial completion) or for such longer periods of time as may be set forth with respect to specific warranties contained in the specifications.

12. **Ethics.** Contractor acknowledges, agrees and commits that it shall comply with all applicable state, county and City rules and regulations.

13. **Inspector General.** 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 any Work Order hereunder, and may demand and obtain records and testimony from the 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 Owner to be a material breach of this Contract justifying its termination.

14. **Small Business.** Contractor agrees to use the certified small businesses identified by Contractor for each Work Order in the manner and proportions set forth in the Work Order and Small Business Commitment form. Contractor agrees to maintain in an orderly fashion all relevant records and information that evidence compliance with the Small Business program and the utilization of an payment to certified small businesses under this Contract. Contractor shall make said records available to the Owner for inspection during reasonable business hours.

15. **Contract Documents.** Contractor agrees to complete all work in accordance with the Contract Documents. The term "Contract" and or "Contract Documents" shall include all project and work requirements, the terms and conditions contained in this Contract and the General Conditions, on the City website(s), each Work Order and the following documents, all of which taken together are incorporated herein and form the Contract Documents. The Contract Documents constitute the entire agreement between Contractor and City and supersedes all prior verbal and written agreements, understandings, negotiations and discussions between the parties hereto. No verbal agreement or conversation with any officer, agent or employee of City either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

For convenience sake, all of the Contract Documents may not be attached to this Contract, but the indicated documents are incorporated and make up the Contract Documents, regardless of whether they are attached.

- ☐ General Conditions
- ☐ Exhibit A – rates/prices
- ☐ Public Construction bond(s)
- ☐ Contractor's Insurance
- ☐ Drug Free Certification
- ☐ RFP 13-14-407
- ☐ The following Contract Documents may be found at [www.cityofwpb.org/engineering/](http://www.cityofwpb.org/engineering/).  
City's Approved Materials List

- ☐ City 's Engineering Standard Details  
☐ Each Work Order and all associated Documents

The Contract Documents are complementary, and wherever possible the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

IN WITNESS WHEREOF, the parties execute this Contract through their duly authorized representatives.

ATTEST:

By: Hazel F. Canon  
City Clerk

CITY OF WEST PALM BEACH

By: Seraldine Mucad  
Mayor

Date: 11/21, 2014

CITY ATTORNEY'S OFFICE  
Approved as to form and legality  
By: [Signature]

WITNESS:

[Signature]  
Print Name: Carmen Cerrres

Contractor:

DP DEVELOPMENT OF THE TREASURE  
COAST, LLC

By: [Signature]

Print Name: Patrick Barrico

Title: Member



CITY OF WEST PALM BEACH  
Small Utility Construction

Work Order No. \_\_\_\_\_

Contract No. 14563

Contractor: DP Development of the Treasure Coast, LLC

Project / Work Title: \_\_\_\_\_

1. **Work:** A detailed scope of work to be performed under this Work Order is attached as **Exhibit A**.

☐ (check if applicable) Technical specifications and drawings for the Project prepared by \_\_\_\_\_, dated \_\_\_\_\_, project number \_\_\_\_\_ (the "Contract Drawings") describe the work and are Contract Documents for this Work Order.

2. **Schedule:** Time is of the essence of this Work Order. The Contractor shall commence Work under this Work Order on the date indicated in the Notice to Proceed and fully complete said Work in accordance with **Exhibit \_\_\_\_\_**.

Substantial Completion shall be: \_\_\_\_\_ days from Notice to Proceed.

3. **Work Order Price.** The total amount to be paid to the Contractor by the City under this Work Order shall not exceed the sum of \_\_\_\_\_ (\$\_\_\_\_\_) subject only to adjustment as provided in the General Conditions. The price shall be based on the rates/unit prices under the Contract. No Work Order may exceed the price of Three Hundred Thousand Dollars. Payments shall be made in accordance with the General Conditions. Contractor acknowledges that if a construction bond is required, final payment under this Work Order shall not be made until consent of surety is received by Owner. Contractor shall submit individual invoices for each Work Order. Along with each invoice, Contractor will provide a copy of the Work Order, the appropriate completed Small Business participation form and any updated insurance documents.

☐ (check if applicable) A detailed schedule of values is attached as **Exhibit \_\_\_\_\_**.

☐ (check if applicable) Contingency. City and Contractor agree the project budget shall include an Owner's contingency, which shall be utilized in accordance with the General Conditions, sum in the amount of \$\_\_\_\_\_.

4. **Liquidated Damages.** In accordance with the Contract Documents, Contractor shall be liable and hereby agrees to pay to the City as liquidated damages for each and every calendar day or part of a day that the work remains incomplete, the sum of Two Hundred Dollars (\$200.00) per calendar day.

5. **Construction Bond.** Unless indicated below, Contractor will record the required public construction bond, on the City's forms, with the Clerk of the Court in the Public Records of Palm Beach County and provide a certified copy of the recorded bond prior to commencing work under this Work Order and submittal of first invoice.

☐ (check if applicable) Construction bond not required and Work Order Price is less than \$200,000.

6. **Special Terms.**

7. **Warranty.** Contractor agrees to correct all Work found by Owner to be defective or not in conformance with the Contract Documents for a period of one year from the final certificate of occupancy for the project (or if no certificate of occupancy to be issued, within one year of substantial completion) or for such longer periods of time as may be set forth with respect to specific warranties contained in the specifications.

8. **Small Business:** The small business commitment for this Work Order is \_\_\_\_%. Contractor agrees to maintain in an orderly fashion all relevant records and information that evidence compliance with the Small Business program and the utilization of an payment to certified small businesses under this Contract.

9. **Insurance:** Contractor hereby confirms that it maintains the insurance coverages required under the Contract and that certificates of insurance evidencing current policies are on file with the City as of the date of this Work Order.

10. **Contract Reference:** This Work Order shall be performed under the terms and conditions described within the master contract titled Master Contract for Small Utility Construction, dated \_\_\_\_\_, by and between the City of West Palm Beach and the Contractor named above ("Contract").

11. **Contract Documents.** Contractor agrees to complete all work in accordance with the Contract Documents. The following documents are Contract Documents with respect to this Work Order, regardless of whether they are attached:

- ☐ Technical Specifications and Construction Drawings and specifications identified above.
- ☐ Scope of Work
- ☐ Contractor's Bid and Schedule of Values
- ☐ Construction Schedule
- ☐ Special Terms
- ☐ Grant Requirements
- ☐ Substitution Sheet
- ☐ Contractor's Material Suppliers List
- ☐ Schedule of Subcontractors – including suppliers
- ☐ Trench Safety Compliance Form
- ☐ Small Business – Statement of Small Business Participation
- ☐ The following Contract Documents may be found at [www.City of wpb.org/engineering/](http://www.City of wpb.org/engineering/).  
City's Approved Materials List  
City's Engineering Standard Details

CONTRACTOR:  
DP DEVELOPMENT OF THE TREASURE  
COAST, LLC

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

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

CITY OF WEST PALM BEACH

\_\_\_\_\_  
Geraldine Muoio, Mayor

Date: \_\_\_\_\_, 20\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

CITY ATTORNEY'S OFFICE  
Approval as to form and legality  
By: \_\_\_\_\_



## **GENERAL CONDITIONS**

<b><u>SECTION</u></b>	<b><u>CAPTION</u></b>
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<b>GC 2</b>	<b>Contract Documents</b>
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<b>GC 21</b>	<b>Legal and Ethical Provisions</b>
<b>GC 22</b>	<b>Miscellaneous</b>

**GC 1 DEFINITIONS** The following definitions will apply regardless of whether the word(s) is capitalized, if the context is appropriate.

"Addenda" is a document issued prior to the opening of bids which clarifies, corrects or changes the bidding requirements or the proposed Contract Documents.

"Agreement" is the written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

"Change Order" shall mean a written order issued by the Owner and accepted by the Contractor, authorizing additions, deletions, or revisions in the Work, or an adjustment in the contract price, or contract times, issued on or after the Effective Date of the Contract.

"claim" shall mean a demand or assertion by the Owner or Contractor seeking an adjustment of the contract price or contract times, or both, or relief with respect to the terms of the Contract."

"Constructive Change Directive (CDD)" is a document issued to authorize Work when a change order is not yet issued or has not yet been agreed upon.

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

"Contract date" shall be the date on which the Contract is signed by the last of the two parties to sign and deliver.

"Contract Documents" or "Contract" consist of the Contract between the Owner and Contractor, the payment and performance bonds (or public construction bond), the General Conditions, any supplemental or special terms or conditions of the Contract, Construction Drawings, specifications, bidding documents, addenda, and other documents listed in the Contract, regardless of whether physically attached to the Contract, and any amendments or change orders issued and duly executed after execution of the Contract.

"Contractor" shall mean the entity contracting with the Owner to perform the Work or its authorized representative. Contractor shall be lawfully licensed to perform the Work.

"contract price" is the total amount payable by the Owner to Contractor for performance of the Work under the Contract Documents.

"day" shall mean calendar day, unless otherwise specifically indicated. Where the performance of any act is directed, the time shall be computed so as to exclude the first and include the last day of the prescribed period. When the last day of a period falls on a Saturday, Sunday or legal holiday (observed by the party) the period shall end on the next day that is not a Saturday, Sunday or legal holiday.

"Engineer/Architect" shall be used and shall be understood to mean the professional engineer or architect consultant retained by the Owner as the Engineer or Architect of Record, or the designated staff engineer of the Engineering & Public Works Department of the Owner.

"fifty percent completion" of the Work is defined as that point in time where 50% of the overall value of Work items incorporated and which will remain in place subsequent to Final Completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of Contractor's mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work do not apply to the determination of "Fifty Percent Completion" of the Work for purposes of establishing entitlement to a reduction of retainage.

"Final Certification" is the document issued to Owner by the Engineer/Architect upon finding the Work acceptable under the Contract Documents and all requirements fully performed.

"Final completion" shall be deemed to have occurred when the Engineer/Architect finds the Work acceptable under the Contract Documents and that all contract requirements have been fully performed.

"Notice to Proceed" is the written notice given by Owner to Contractor fixing the date on which the Contract time will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

"Owner" or "City" is the City of West Palm Beach. The authorized representative for execution of the Contract and any amendments or change orders is the Mayor.

"project" is the total construction, of which the Work performed under the Contract Documents may be the whole or a portion; and may include construction by the Owner and/or separate contractors.

"schedule of values" shall be a Contractor prepared and maintained schedule allocating portions of the contract price to various portions of the Work and used as a basis for reviewing the Contractor's application for payment.

"shop drawings" are drawings, diagrams, illustrations, schedules and other data specially prepared for the Work by Contractor or its Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. Shop drawings are not Contract Documents but are used to demonstrate how the Contractor proposed to conform to the design concept of the Contract Documents for those portions of the Work for which the Contract Documents require submittals.

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

"subcontractor" is a person or entity in direct or indirect contract with the Contractor, or with any other subcontractor, to perform a portion of the Work.

"substantial completion" shall be deemed to have occurred when the Work has progressed to the point where, in the opinion of the Engineer/Architect, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Owner can utilize the Work and the entire project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are set forth in the Special Terms or Supplemental Conditions.

"Supplemental Conditions" are that part of the Contract Documents which amends or supplements these General Conditions.

"Work", means the construction services required by the Contract Documents and includes all labor, equipment, materials, documents and services to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. Work may refer to the whole or a portion of the project.

The terms "Owner", "Contractor", "Engineer/Architect" and "Subcontractor" are treated throughout the Contract as if each were of the singular number and masculine gender.

## **GC 2 CONTRACT DOCUMENTS**

### **2.1 EXECUTION, CORRELATION AND INTENT OF DOCUMENTS:**

2.1.1 The Contract shall be executed in at least two original sets by Owner and Contractor.

2.1.2 The Contract Documents are intended to include all items necessary for the proper execution and completion of the Work by the Contractor. Any labor, services, materials, equipment or documentation that may reasonably be inferred from the Contract documents or trade usage or prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

2.1.3 The Contract Documents are complementary, and wherever possible the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents. In the event of any inconsistency among the Contract Documents, where such inconsistency is not clarified by change order or addendum, the Contract Documents shall be construed according to the following priorities:

First Priority:	Approved Change Orders, Addendums or Amendments
Second Priority:	Specifications (quality)
Third Priority:	Drawings (location)
Fourth Priority:	Supplemental Conditions or Special Terms
Fifth Priority:	General Terms and Conditions
Sixth Priority:	Contract
Seventh Priority	Invitation to Bid
Eighth Priority	Contractor's Bid

2.1.4 In any event of inconsistency, however, the latest, and more stringent, or technical, or the lesser quantity requirements shall control the work to be performed by Contractor, as determined by the Engineer/Architect.

2.1.5 Organization of the Specifications into sections or arrangements of the Construction Drawings shall not control how the Work is distributed to subcontractors or among the trades.

2.1.6 The Contract Documents make no attempt to fix the scope of work of any subcontractor nor the responsibilities of the subcontractors.

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

2.1.8 Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to laws or regulations, shall mean the standard, specification, manual, code, or laws, or regulations in effect at the time of bid opening or on the Contract date if there were no bids.

2.1.9 The following Contract Documents may be found at [www.cityofwfpb.org/engineering/](http://www.cityofwfpb.org/engineering/)

Owner's Approved Materials List  
Owner's Engineering Standard Details  
Owner's Right-of-Way Construction Standards (if applicable)

### **2.2 CONSTRUCTION DRAWINGS AND SPECIFICATIONS.**

2.2.1 The Owner through the Engineer/Architect, or the Engineer/Architect as the Owner's representative, shall furnish Construction Drawings and specifications which represent the requirements of the Work as far as practical to be performed under the Contract Documents. The Owner or

Engineer/Architect will provide the Contractor with copies of all drawings and specifications; not to exceed four (4) complete sets, for the execution of the Work.

2.2.2 The Contractor shall, immediately upon receipt of the specifications and Construction Drawings, check all specifications and drawings furnished and shall promptly notify Owner, in writing, of any illegibility, error, omission, defect or discrepancy discovered in such specifications and drawings and shall comment as appropriate upon construction feasibility and practicality. Contractor shall obtain written interpretation or clarification from Engineer/Architect prior to proceeding with any Work affected by such illegibility, error, omission, defect or discrepancy. Contractor shall be responsible for obtaining building permits for the Work based on the specifications and Construction Drawings. The Contractor shall perform work only in accordance with the specifications and permitted Construction Drawings and any subsequent revisions thereto.

2.2.3 If the permit approval process requires a change to the scope of the work, the Contractor shall notify the Owner and Engineer within seven (7) days of Contractor being informed of the required change or receipt of the permitted Construction Drawings and such notification shall contain a written description of the change and its impact on the cost and schedule, if any. Failure to provide such notice within seven (7) days shall be a complete waiver by the Contractor of all additional cost and time and Contractor shall perform and additional work at its expense and complete the Work according to schedule and in no event shall Contractor recover delay or consequential damages.

## 2.3 OWNERSHIP AND USE OF DRAWINGS AND SPECIFICATIONS

2.3.1 Any and all Construction Drawings produced for the Owner become the property of the Owner. The Contract Documents, in whole or in part, are to be used by the Contractor only with respect to the project and the Work, and shall not be used by the Contractor for any other purpose without written authorization by the Owner. This prohibition shall survive completion or termination of the Contract. The Contractor may retain copies of Contract Documents for record purposes.

2.3.2 For security reasons, building plans, construction drawings, security features and technical details and specifications of City-owned facilities are not public documents. These documents may be shared by Contractor with those employees and subcontractors as needed to perform the Work. However, Contractor and its subcontractors shall not release such plans, drawings, and specifications to any other third party without Owner's prior written approval.

## 2.4 ELECTRONIC DATA

Unless specifically stated in Supplemental Conditions or Special Terms, and excepting the electronic documents referenced in GC 2.1.9, the data, specifications and drawings that may be relied upon are limited to the printed copies (hard copies). If the parties intend to transmit any data, information or documentation in digital form, with the intent of reliance on such transmission, and not solely for the convenience of the receiver, the parties to the transmissions shall establish protocols for such transmissions.

## GC 3 OWNER

3.1 Owner shall be responsible for obtaining any easements necessary for the Work to be performed at the indicated site.

3.2 The furnishing of any surveys, utility locations, or other site information by the Owner does not relieve Contractor of its responsibilities under the Contract Documents. Owner makes no representation or warranty as to the accuracy of any information provided to Contractor.

3.3 Unless otherwise provided in the Contract Documents, Owner shall provide Contractor with at least one (1) but no more than four (4) complete set(s) of Contract Documents.

3.4 Unless otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer/Architect.

3.5 Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work.

3.6 OWNER'S RIGHT TO STOP WORK.

If Contractor fails to correct Work that is not in accordance with the Contract Documents, or repeatedly fails to perform Work in compliance with the Contract Documents, Owner may issue a written order to Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated or resolved.

3.7 OWNER'S RIGHT TO PERFORM WORK.

Owner reserves the right to perform or complete all or a portion of the Work in the event of Contractor's failure to perform the Work in accordance with the Contract Documents, after written notice of such failure and a five (5) day period to cure such failure(s). Owner's exercise of its right to perform the Work shall be without prejudice to any other remedies Owner may have. In such event, a change order shall be issued deducting the Owner's costs, including additional compensation to Engineer/Architect, from payments thereafter due to Contractor. The amounts deducted shall be subject to review by Engineer/Architect. If payments due to the Contractor are not sufficient to cover the amount, the Contractor shall pay the difference to Owner.

**GC 4 CONTRACTOR**

4.1 CONTRACTOR RESPONSIBILITIES.

4.1.1 Contractor shall supervise, inspect and direct the Work, competently and efficiently, in accordance with the Contract Documents. The Contractor shall be held liable to Owner for the performance of all Work provided for under the Contract Documents.

4.1.2 Contractor shall employ and or subcontract with subcontractors that are qualified to successfully complete the Work and within the contract time specified.

4.1.3 Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, heat, utilities, travel, lodging, insurance, facilities and services necessary for the proper execution and completion of the Work.

4.1.4 Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures and safety programs in connection with the performance of the Work. Contractor shall be solely responsible for the engagement, management and performance of any subcontractors used to perform any portion of the Work.

4.1.5 Contractor shall be liable to Owner for materials and equipment furnished. This shall include all materials and equipment whether manufactured and/or fabricated by other persons. In the event that an agent or other representative of the Owner approved the installation or erection of any item of material or equipment and the Contractor feels the same is not fabricated in good workmanlike manner, Contractor shall forthwith advise the Engineer/Architect and the Owner of such situation in writing.

4.1.6 Contractor shall maintain a log of daily Work activities, including manpower records, weather, delays, major decisions, etc., and provide a copy of same to Owner upon request.

4.1.7 Contractor shall maintain a current roster of subcontractors with name and contact telephone numbers for key personnel and provide a copy of same to the Owner at the beginning of the project and at any time the information is revised.

4.1.8. Contractor shall provide a safety program for the project and conduct a safety meeting prior to commencing work and at regular intervals, no less than once per month, during the prosecution of the Work.

4.1.9 For street and utility construction, Contractor shall give notice of commencement of construction to all nearby properties which may be affected by the Work at least seven (7) calendar days prior to commencement of construction. Owner's project manager will assist Contractor in determining those properties requiring notice.

4.1.10 Contractor shall not perform any Work unless the Contractor is in compliance with GC GC 4.8.2 and GC 4.10.1.

4.1.11 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

#### 4.2 CONTRACTOR REVIEW

4.2.1 Contractor shall carefully study and review the Construction Drawings, plans and specifications to assure itself and Owner that Contractor has observed no defects or discrepancies in the Construction Drawings or specifications and such plans are consistent, practical, feasible and constructible within the scheduled construction time. It is recognized that Contractor's review is made in Contractor's capacity as a contractor and not as a design professional, unless otherwise specifically provided in the Contract Documents.

4.2.2 The Contractor shall, by careful examination, satisfy itself, to the extent it deems necessary, as to the nature and location of the Work, the conformation of the ground and site, access and transportation of materials, the character, quality and quantity of the materials, storage, handling and disposal of materials, the character and storage of the equipment and facilities needed preliminary to and during the prosecution of the Work, the availability, quantity and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities; existing site conditions, topography and ground conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the general and local conditions and all other matters which can in any way affect the performance of the Contract. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, reviewed any design criteria furnished by Owner, become generally familiar with conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. No change shall be made to the contract price on account of minor differences between actual field conditions and the Contract Documents. Contractor's failure to assess the site conditions will not relieve it from the responsibility for properly estimating the costs and schedule of performing the Work.

4.2.3 If the Contractor, whether prior to or during construction, discovers or becomes aware of any discrepancies, defects, errors or omissions in the Construction Documents, or any issues or concerns regarding the Work site, Contractor shall immediately report them in writing to the Owner and the Engineer/Architect.

4.2.4 Subsoil Conditions. Unless otherwise stipulated in the Construction Documents, no subsoil investigations have been made. The Contractor shall satisfy itself as to all subsoil conditions as necessary. Contractor shall be responsible for coordinating and scheduling geotechnical services based on Contractor's testing requirements.

4.2.5 Underground Utilities and Facilities. Where applicable, Contractor shall be responsible for locating all underground utilities and facilities. Owner shall not be responsible for the accuracy or completeness of any information or data provided regarding underground utilities or facilities.

#### 4.3 SUPERVISION & LABOR

4.3.1 Contractor shall supervise, direct and inspect the Work using Contractor's best skill and attention. Contractor shall enforce discipline and order at the Work site. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction

4.3.2 Project Manager. To ensure that the work will be performed to the requirements of the Contract Documents, Contractor shall, at all times during the progress of the Work, assign and keep a competent Project Manager satisfactory to the Owner. The Contractor shall advise the Owner and Engineer/Architect, in writing, within ten (10) calendar days after the date of Owner's issuance of a Notice to Proceed, the name and local address of the Project Manager who will be in responsible charge of the project, together with the extent of his authority to represent and act on behalf of the Contractor, along with the Project Manager's cell phone number. In the event the Contractor must replace the Project Manager during the pendency of the Project, Contractor shall, unless otherwise impossible, give Owner at least ten (10) calendar days prior notice of such replacement and advise Owner of the name and cell phone number of the new Project Manager. The Contractor will ensure that Owner and Engineer/Architect shall be able to reach the Project Manager at his cell phone number at all working hours and during emergencies. The Project Manager shall represent the Contractor in his absence and all notices and directions given to him shall be binding as if given to the Contractor. Important directions shall be confirmed on written request in each case. At any time Owner may request and Contractor shall replace the individual performing as Project Manager with an individual acceptable to Owner.

4.3.3 Labor. Contractor shall employ only competent, skilled and suitably qualified personnel to perform the work. Contractor shall remove from the jobsite any personnel of Contractor or subcontractors who is unfit or not properly skilled in the tasks assigned to him, or working in violation of any provision of the Contract. Contractor and all subcontractors shall be bound by and comply with all applicable Federal, State and local laws regarding labor.

4.3.4 Hours. Except as otherwise required for safety or protection of persons or the Work, or adjacent property, and except as otherwise provided in the Contract Documents, all Work at the project site shall be performed Monday through Friday, 8 am to 5 pm. If the Contract Documents specifically required work to be performed beyond normal working hours, weekends or legal holidays, or should the completion time required work to be performed at said times, or should the Contractor, with the Owner's permission, elect to perform work at said times, any additional costs resulting from working at said times are the Contractor's sole responsibility. All work performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to Owner.

#### 4.4 MATERIALS & EQUIPMENT.

4.4.1 Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, tools, equipment, services, transportation, and other facilities necessary for the execution and completion of the Work.

4.4.2 Unless otherwise specified, only new, unused materials, equipment and items of recent manufacture, of designated quality, free from defects, will be accepted. All workmanship will be of good quality. Contractor shall, if requested, furnish evidence satisfactory to the Owner as to the kind, quality and manufacturer of materials. Owner will be the final authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Contract Documents.

4.4.3 No work defective in construction or quality, or deficient in meeting any requirement of the Contract Documents, Construction Drawings or specifications, will be acceptable regardless of Owner's failure to discover such defects during construction; nor will inspection by the Engineer/Architect relieve Contractor from ensuring the quality of the Work as required by the Contract. No payment, whether partial or final, shall be construed as an acceptance of defective or unacceptable work or improper materials and equipment.



4.4.4 Approved Materials. Owner's Approved Materials List is found at [www.cityofwfb.org/engineering/](http://www.cityofwfb.org/engineering/)

4.4.5 Samples. Where samples are required, samples shall be submitted by and at the expense of Contractor. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into the Work without such review. At least fifteen (15) calendar days shall be allowed for Owner's review.

#### 4.5 SUBSTITUTION.

4.5.1 Substitutions are changes in materials, equipment, methods or sequences of construction, design, structural systems, mechanical, electrical, or other requirements of the drawings or specifications. The naming of a specified product of specific manufacturers for equipment or materials in the specifications or Contract Documents shall be interpreted as establishing a minimum standard of quality and performance. It shall not be construed as eliminating the selection of other than the named equipment or materials equal to those specified, unless the equipment or materials are specifically designated as not permitting substitution. If Contractor objects to equipment or materials specifically designated as not permitting substitution as not being suitable for the Work, Contractor shall promptly notify Engineer/Architect in writing, absent which, Contractor shall be deemed to accept the suitability of such equipment or materials for the work. Contractor shall provide written justification and explanation of the objections. Upon receipt of a timely objection notice, Engineer/Architect shall review the objection and render a determination to Contractor of whether a substitute will be permitted.

4.5.2 Contractor may make substitutions only with the consent of Owner, after evaluation by the Engineer/Architect, and in accordance with a change order or construction change directive. The burden of proof that such an item offered is equal in all respects to that specified shall be Contractor's. By making a request for substitution, the Contractor represents:

- Contractor has investigated the proposed substitute item, material and/or process and determined that it is equal or superior in all respects to that specified;
- That such item will fit into the space allocated;
- That such item affords comparable ease of operation, maintenance and service;
- That the appearance, longevity and suitability for the climate are comparable;
- That by reason of costs savings, reduced construction time or similar demonstrable benefit, the substitution of such item will be in Owner's interest;
- There will be no detrimental impact to the project schedule;
- That the Contractor will provide the same or better warranty for the substitute item as the specified item;
- That the cost data presented at the time of request for review is complete and includes all related costs under the Contract, including costs for review by design professionals, and Contractor waives all other claims for additional costs related to the substitution that are not presented with the request.

4.5.3 All requests for substitutions shall be in writing, with supporting information, shall be submitted by and at the expense of Contractor. Contractor shall submit drawings, samples, data and additional information as may be required by Owner or Engineer/Architect. At least twenty (20) calendar days shall be allowed for Owner's review.

4.5.4 The above representations do not obligate Owner to consent to the substitution. Owner or its Engineer/Architect shall make the determination as to the acceptability of any substitution. Approval of a substitution shall not relieve Contractor from the responsibility for compliance with all requirements of the Contract. Contractor shall coordinate the change with all trades and bear the expense for any changes in other parts of the work caused by any substitution.

4.5.5 Contractor may make only two requests for substitution in the same category. Contractor shall be invoiced the expenses incurred by Owner for its design professionals in reviewing additional substitution requests or in modifying any of the Contract Documents to accommodate the substitution, unless otherwise approved by Owner.

#### 4.6 QUALITY ASSURANCE

4.6.1 Contractor shall develop, implement and maintain a plan for the Work with quality assurance and management and control of the construction services. Contractor shall maintain a continuous presence at the Work site and an adequate inspection system and perform such inspections as will assure that the Work performed conforms to the requirement of the Contract Documents.

4.6.2 Contractor shall allow the Engineer/Architect full access to the Work for inspection of the Work. When requested by Engineer/Architect, the Contractor shall meet with Engineer/Architect at reasonable times and furnish all information requested. Neither Owner nor Engineer/Architect shall be liable to Contractor for compensation or claims for delay or interference on account of any such meeting, or the supply of information, or tests or inspections. The activities of the Owner and/or the Engineer/Architect in administration of the Contract or in performing tests or inspections shall not relieve the Contractor of its obligations to perform the Work in accordance with the Contract Documents.

4.6.3 Warranty. Contractor warrants to Owner that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials or equipment not conforming to these requirements may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by Contractor or subcontractors, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage. Warranty by the Contractor shall not be construed as a waiver by the Owner of any other remedy.

#### 4.7 PERMITS AND FEES

4.7.1 All permits or licenses necessary for the performance of the Work or required by law or ordinance, including building permits, shall be secured, maintained, and paid for by the Contractor, unless otherwise provided in the Contract Documents. Contractor shall be responsible for all governmental fees, including but not limited to utility fees and connection fees.

4.7.2 Building Construction. For construction of a building, Owner shall be responsible for all City of West Palm Beach construction plan and permit review fees

4.7.3 Surface and Subsurface Water. Contractor shall obtain all permits required from each applicable regulatory agency with respect to the control of surface and subsurface water by Contractor during the work, with copies submitted to Owner, unless otherwise provided for in Supplemental Conditions.

4.7.4 Inspection Fees. Contractor shall be responsible for all inspection fees charged by regulatory/governmental agencies.

4.7.5 Right-of-Way Permit. For street and utility construction and as otherwise applicable, Contractor shall obtain a City of West Palm Beach right-of-way permit for each required road closure. Contractor shall submit detailed Maintenance of Traffic (MOT) plans, signed and sealed by a professional engineer, for each phase of the Work. During the times Contractor is working in the project area, Contractor shall utilize flagmen, traffic control devices and variable message boards on a full time basis, where and when needed, to facilitate the movement of traffic along and around the project Work. All MOT plans shall be reviewed and approved by Owner prior to implementation of work by Contractor. Contractor shall not close or obstruct any highway, road or other property until the necessary permits have been obtained.

4.7.6 Contractor shall immediately remedy any permit violations and shall be responsible for any damages, remediation, fines or penalties assessed by such agencies for permit violations.

#### 4.8 NOTICE TO PROCEED, SCHEDULE; DELAYS

4.8.1 Notice to Proceed. Contract times will commence to run on the date indicated in the Notice to Proceed issued by Owner, unless otherwise provided in the Contract Documents.

4.8.2 Commencement of Work. If a performance/payment bond(s) or public construction bond is required by the Contract Documents, Contractor may not commence any Work until Contractor has provided Owner with a certified copy of the performance/payment bond(s) evidencing that such bond(s) have been recorded with the Clerk of the Court in the Public Records of Palm Beach County.

4.8.3 Project Schedule. Within ten (10) calendar days after the date of the Owner's issuance of a Notice to Proceed, the Contractor shall prepare and submit to the Owner and to Engineer/Architect, for review and approval, a project schedule utilizing the Critical Path Method (CPM) graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the project, showing the sequence in which the Contractor proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The construction schedule shall be complete in all respects, covering approvals, mobilization and demobilization, construction and Owner occupancy, in addition to activities and interfaces with other contractors at the work site, offsite activities such as design, fabrication, allowance for weather delays (if appropriate), submittals, procurement and jobsite delivery of Contractor furnished material and equipment, and shall have a completion date that corresponds to the Contract Documents. By executing the Contract, Contractor confirms that it is capable of properly completing the Work within the completion date set forth in the Contract Documents. The time limit for the completion of the work as described in the Contract Documents is of the essence of the Contract.

4.8.4 Contractor shall take all actions necessary to remain on schedule, at Contractor's sole cost and expense, including but not limited to:

1. Increase manpower as necessary to eliminate work backlog.
2. Increase the number of working hours per shift, shifts per working day, working days per week, construction equipment, or any combination of the foregoing to recover the schedule.
3. Reschedule the work in conformance with specification requirements.

4.8.5 Testing & Inspections. Contractor must provide a minimum of five (5) calendar days prior notice for specified testing or inspections that are to be performed by Owner or separate contractors. Such notice, testing and inspections shall be included in the Contractor's schedule.

4.8.6 Monthly Construction Schedule. For Projects with schedules exceeding 160 calendar days, or where required by the Contract Documents for shorter duration projects, at the end of each calendar month, Contractor shall prepare a separate construction schedule, formatted to fit in a three-ring binder, to show the actual progress of the Work performed and the occurrence of all events which have affected the progress of performance of the Work already performed or will affect the progress of the performance of the Work yet to be performed, in contrast with the CPM schedule and planned progress of performance of such Work. Each such schedule shall be submitted to the Owner and Engineer/Architect. Failure of the Contractor to prepare and submit the monthly construction schedule(s) as aforesaid shall be sufficient grounds for the Owner to find the Contractor in material default and shall be sufficient cause to terminate the Contract or to withhold payment to the Contractor until a current monthly schedule is submitted.

4.8.7 Notice of Delay. The Contractor agrees that whenever it becomes apparent from the progress review meeting or CPM schedule that the contract completion date will not be met, the Contractor shall notify the Owner and Engineer/Architect of the delay, in writing, within five (5) calendar days of a commencement of delay or knowledge of a potential delay. The monthly construction schedule does not constitute notice of delay. A breach and default of contract shall result from Contractor's failure to provide the Owner and Engineer/Architect with notice of the delay and failure to take all remedial actions available to recover the project schedule.

#### 4.8.8 Delay.

A. Contractor shall not be entitled to an adjustment in contract time or contract price for delays within the control of, or reasonably foreseeable by, Contractor. Delays attributable to and within the control of a subcontractor or supplier shall be deemed to be delays within the control of Contractor.

B. Contractor may request an extension of time to the project schedule if Contractor is delayed in the progress of the Work due to causes beyond the control of Contractor and not reasonably foreseeable, including but not limited to, fire, flood, epidemic, terrorist acts, abnormal weather conditions, acts of God, delays of utility owners, any act or neglect of Owner, or by any separate contractor employed by Owner or by any changes ordered in the Work. Abnormal weather conditions are a substantial variation from seasonal average weather conditions occurring for a significant period of time and operations were necessarily affected. Contractor shall support a claim of abnormal weather conditions with local US Weather Bureau climatological report for the period involved plus a report indicating the average weather conditions for the past 10 years from the nearest reporting station.

C. Contract time will not be adjusted for delay in delivery where the delivery was not properly scheduled or an order was not placed at an appropriate time to allow delivery or an order was improperly placed.

D. No time extension will be granted for delays resulting from improper scheduling of Contractor's forces or those of separate subcontractors.

E. No time extension will be granted to delays from failure to have shop drawings or samples submitted to the Engineer/Architect in ample time for a review, or from failure to schedule inspections or testing.

F. Delays caused by subcontractors will be considered for time extensions only under the same conditions applicable to Contractor.

4.8.9 Extension of Time. The project schedule may only be changed by an executed Change Order. In the event of a claim of delay in the work, by causes beyond Contractor's control and which could not reasonably be foreseen, Contractor must request an extension of the contract completion date in writing and must provide the following information to Engineer/Architect and Owner within five (5) calendar days of commencement of the delay:

1. Confirmation whether all schedule updates, submittals and other conditions of the Contract have been met;
2. Affirmative representation that the delay is beyond the control of Contractor and subcontractors and due to no direct or indirect fault of Contractor. Contractor shall include all documentation to justify the delay.
3. Nature of the delay.
4. Dates of commencement / anticipated end of delay.
5. Evidence that the delayed work results in a direct delay to the schedule critical path.
6. List of tasks/work affected by the delay.
7. Anticipated extent of delay.
8. Remedial actions taken to get back on schedule.
9. Recommended action to minimize delay.
10. Confirmation that Contractor has used all the float time available for the work involved in the delay request.
11. Such other supporting information as requested by Owner or Engineer/Architect.

Contractor acknowledges that the evaluation of time extensions will be based on the above information. Owner will not consider a claim for time extension which does not comply with the preceding requirements.

4.8.10 If Owner approves a Change Order extending the Contract time, such extension of Contract time shall extend the project construction schedule and completion date and substantial completion date for such reasonable time as Owner shall determine in the Change Order.

4.8.11 Contractor agrees to complete the Work and project in accordance with the agreed construction schedule, as amended by any approved and duly executed Change Orders.

4.8.12 Waiver. Contractor agrees that failure to timely request a time extension constitutes a waiver by Contractor of such claim for time extension.

4.8.13 Float. Neither the Owner nor the Contractor shall be considered to own the schedule "float" time.

4.8.14 No Damages for Delay; Exclusive Remedy. Contractor expressly agrees that a Change Order for an extension of the project completion date and substantial completion date constitutes its sole and exclusive remedies for efficiency or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing or passive interference by Owner, Engineer, or agents of either, and Contractor waives claims for any and all damages which it may suffer by reason of such claims, including but not limited to, lost profits, loss or impairment of bonding capacity, destruction of business, overhead, remobilization or demobilization costs, subcontractor delay claims, supervision, extended unabsorbed home office overhead, increase insurance costs, lost profits on alternate or unperformed contracts. Contractor hereby affirms that an extension of time is Contractor's sole and exclusive remedy. Apart from extension of time, no payment of claim for damages shall be made to Contractor as compensation for damages for any delays in the work, whether such delay is avoidable or unavoidable.

#### 4.9 SURVEY; LINES, GRADES, LEVELS AND DIMENSIONS

4.9.1 The Contractor shall locate and lay out all work from datum and dimension points given on the Construction Drawings. Contractor shall establish and verify lines and grades, levels, elevations and dimensions, as required. Contractor shall take measurements and verify dimensions of existing and new work. Contractor is responsible for the preservation of all lines, points, and elevations furnished and shall bear the expense of resetting same if Contractor or any of its subcontractors move or destroy or render inaccurate any such lines, points and elevations. The Contractor shall provide five (5) calendar days written notice to the Engineer/Architect as to its needs for lines, levels, elevations or dimensions.

4.9.2 If the Contractor, in the course of the work finds any discrepancy between the Construction Drawings and the physical conditions of the site, or any errors or omissions in the specifications or in the layout as given, Contractor shall immediately inform the Engineer/Architect and the Owner, in writing, and the Engineer/Architect will review the same and provide corrective instructions, if any are necessary. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

4.9.3 Survey. Where applicable to the Work, and unless otherwise specified, the Engineer/Architect shall furnish all land survey control points, base lines and benchmarks for the location of the Work. The Contractor shall be responsible for any necessary surveying services, including construction layout and final project record drawings. All survey work shall be performed by an independent, third party surveyor licensed to practice in the State of Florida, hired by Contractor and surveys shall be signed and sealed. All elevations shall be based on State Plane Coordinates NGVD-29.

4.9.4 For street, utility and other horizontal construction, where Contractor-supplied drawings are required for planning or performance of the Work, such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details such as field connections for installation. Such drawings shall be submitted by and at the expense of Contractor. At least fifteen (15) calendar days shall be allowed for review by Owner. If drawings show variations from the Contract requirements, the Contractor shall describe such variations in writing at the time of submission. Review and permission to proceed by Owner does not constitute acceptance or approval of design details, calculations, analyses, test methods or materials developed or selected by the Contractor and does not relieve Contractor from full compliance with the Contract Documents.

#### 4.10 RECORD DOCUMENTS:

4.10.1 Record Set. The Contractor shall maintain at the work site one (1) copy of all permitted Construction Drawings and specifications, marked and kept current, to indicate all field changes, and selections made during construction. Contractor shall at all times give the Owner, the Engineer/Architect and all trades performing at the project, access thereto. The record set shall include:

- a. Construction Drawings
- b. Specifications
- c. Addenda
- d. Change orders and other modifications to the Contract
- e. Approved shop drawings, product data, and samples
- f. Permits

4.10.2 The Record set and As-Built Construction Drawings shall neatly, correctly and accurately show all changes made during construction from the Contract Documents and shall reflect surveyed information. The indicated revisions shall be neat and legible.

4.10.3 Final As-Built Documents. Prior to final inspection, Contractor shall provide Owner with "Record" or final "as-built" Construction Drawings and specifications, including all documents listed above, and which comply with the following requirements:

- One complete set of mylar or paper marked-up as-built construction drawings with "RECORD" or "AS BUILT" clearly printed on each sheet and signed by Contractor;
- One complete paper set of marked-up specifications with "RECORD" or "AS-BUILT" clearly printed on the cover.
- One electronic copy of all documents, signed and sealed drawings and specifications in ".pdf" format;
- As-built survey, where applicable, prepared by an independent third party land surveyor registered with the State of Florida on State Plane Coordinates certifying the elevation and location of improvements;
- For street, utility and other horizontal construction, certified drawings showing horizontal and vertical locations, lines and grade of buried pipe line(s) four (4) inches or larger in diameter and exterior to buildings, and other buried facilities (e.g. valves, tanks, vaults, storm inlets, ducts, etc.) installed or discovered as a result of the Work and which comply with Owner's Final Record Drawing Requirements found at [www.cityofwfpb.org/engineering/](http://www.cityofwfpb.org/engineering/).
- For street, utility and other outdoor horizontal construction, certified drawings showing building corners, sidewalks, paved areas and the location of all above ground structures within the project site.
- A list of each piece of equipment incorporated into the Work having an individual value of \$500 or greater. The list shall include, at a minimum, manufacturer, make and model number, catalog number, supplier, quantity installed, and value of equipment, and operation and maintenance manuals and warranties where appropriate for such equipment.

4.10.4 Final pay request and connections to any existing utility main will not be approved until final as-built drawings are reviewed and accepted by Engineer/Architect.

#### 4.11 WORK SITE

4.11.1 Access. Contractor's access to the site and storage areas shall be as shown on the Construction Drawings and as designated by the Owner. Access routes may also be used by Owner and its employees and other contractors. No other access points shall be allowed unless approved by the Owner. All contractor traffic authorized to enter the site shall be experienced in the route or guided by contractor personnel. The Contractor is responsible for immediate cleanup of any debris deposited along the access route as a result of its construction traffic. In the event the Owner provides conditions or reasonable restrictions on the use or access to the lands upon which or adjacent to which the work is to be done, Contractor shall comply with all such conditions or restrictions. Any delay in the furnishing of

these lands by the Owner shall be deemed proper cause for an equitable adjustment in both Contract price and time of completion.

4.11.2 Owner Access. Owner, and its duly authorized employees, the Engineer/Architect, and representatives of all governmental agencies having jurisdiction over Work areas or any part thereof, shall, at all reasonable times, have access to such areas and the premises used by Contractor. Contractor shall also arrange for Owner and Engineer/Architect to have access at all reasonable times to all places where equipment or materials are being manufactured, produced or fabricated for use under the Contract.

4.11.3 Contractor Area; Staging Area; Storage. Contractor's work area on the job site will be assigned by Owner. Contractor shall confine its office, storage, assembly, equipment and parking, as appropriate, to the areas so assigned. The Contractor shall identify, at the pre-construction meeting, proposed locations for secure storage areas for materials, equipment, employee and subcontractor parking, and, where applicable, staging areas, construction trailers, etc. The use of private property shall be at the cost of the Contractor. Contractor shall provide evidence of the property owner's agreement to use said property to the Owner. As a condition of final payment, Contractor shall provide Owner with written release from the property owner advising that the property owner has no claims against Contractor arising out of Contractor's use of the private property.

4.11.4 Delivery Unloading & Storage. Contractor shall, at its expense, receive, unload, and store in a secure place, all materials, plant and equipment required for the performance of the Contract. Any material and equipment to be stored outside which are subject to degradation by outside exposure shall be stored in a weather-tight enclosure provided by Contractor at its expense. Where necessary, delivery of materials, plant or equipment from off-site storage to the work site shall be at Contractor's expense.

4.11.5 Utilities. Unless otherwise provided in the Contract Documents, Contractor shall, at its expense, arrange for, develop and maintain all utilities in work areas, including, but not limited to: construction power, water as required throughout construction, and telephone service, if needed. Prior to final acceptance of the work, Contractor shall, at its expense, remove all temporary utilities.

4.11.6 Sanitary Facilities. Where required by the work site, Contractor shall provide and maintain daily adequate sanitary facilities for the use by the Contractor's labor force.

4.11.7 Fire Protection. All necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor. Contractor shall provide portable fire extinguishers, properly labeled, located and compatible with the hazard of each work area and shall instruct personnel in their use.

4.11.8 Illumination. When required, Contractor shall, at its expense, provide artificial light sufficient to permit work to be carried on satisfactorily and safely.

4.11.9 Dust Control. Contractor shall, at its expense, take measures to minimize the amount of dust created by construction activities. For street, utility and other horizontal construction, this requirement applies to all excavations, roads, plant sites, borrow areas and all other work areas. Code-required or industry-accepted methods of dust control suitable for the area involved and approved by Owner will be permitted.

4.11.10 Noise Control. The Contractor shall make every effort to minimize noises caused by Contractor's operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with Federal, State and local laws and regulations.

4.11.11 Pollution Control. Contractor shall, at its expense, perform its Work so as not to discharge from any source into the atmosphere, or any body of water, or the ground or groundwater, any source, smoke, dust or other contaminants in violation of the federal, state, and local pollution laws, rules, regulations and orders (collectively, the "discharge law"). Contractor shall, at its expense, provide

suitable facilities to prevent any such discharges. In the event of a discharge which results in contamination of the site or adjacent properties, Contractor shall immediately notify Owner and the appropriate governmental authority and shall take whatever action is necessary, required by discharge law or desirable to remediate the contamination at Contractor's sole expense. Contractor shall pay all fines, penalties and damages resulting from any such discharges. Contractor shall indemnify and hold harmless Owner from any expense, fine, penalty, obligation, action or liability resulting from such discharge and remedial actions.

4.11.12 Existing Utilities and Substructures. For street, utility and other horizontal construction, Contractor shall be responsible for locating existing utilities and facilities prior to commencement of work. Contractor shall contact all utility companies and call SUNSHINE at (800) 432-4770 at least 48 hours prior to commencement of construction work, so utilities can locate and protect facilities, if required by the utility company.

4.11.13 Florida Lumber. Whenever available, Contractor shall use lumber, timber and other forest products produced and manufactured in Florida provided the price, fitness and quality of such products are equal to substitute products. (F.S. 255.20(3)).

4.11.14 Cutting and Patching. Contractor is responsible for all cutting, drilling, patching, fastening or anchoring of all new and existing construction required to complete the Work. Contractor shall not damage any portion of the Work or existing construction or work of other contractors except with the written consent of Owner and any separate contractor. Contractor shall restore all area to the conditions existing prior to the cutting, drilling, patching, fastening or anchoring, unless otherwise required by the Contract Documents.

4.11.15 Cleaning Up. Upon completion of any portion of the Work, Contractor shall remove at its own expense from Owner's property all temporary structures, equipment and surplus materials not required for later stages of work, rubbish, and waste materials resulting from its operations. Contractor shall clean the site and shall remove stains, spills and other foreign deposits. Contractor shall not burn waste materials at the site, shall not bury debris or excess materials and shall not discharge volatile or other harmful or dangerous materials into the environment. Contractor shall remove temporary protection devices unless otherwise directed by Owner. For street, utility or other horizontal construction, Contractor shall sweep paved areas and rake clean landscaped areas. Any costs incurred by Owner as a result of Contractor's failure to clean up shall be deducted from the contract price.

4.11.16 Debris Disposal. All debris shall be legally disposed of at licensed disposal site(s). Contractor shall make its own arrangements, at its own cost, for the lawful disposal of rubbish and waste materials. If requested by Owner, Contractor shall provide evidence of proper disposal.

4.11.17 Salvage. Owner reserves the right to retain any surplus or salvage materials. Contractor shall store or re-locate any materials to be retained by Owner as directed by Owner.

4.11.18 Water Catchment Area. The City is the owner of the Water Catchment Area located in Palm Beach County, Florida (the "Water Catchment Area"). The Water Catchment Area serves as a natural surface water supply source for the City of West Palm Beach and has been designated as a Class I potable water supply pursuant to the Special Laws of the Florida Legislature, Ch. 67-2169, as amended, and is protected by State and Federal laws. Grassy Waters Preserve and the M-Canal are part of the City's Water Catchment Area. If the work site is within the Water Catchment Area, Contractor's work and activities in the Water Catchment Area shall in no way be inconsistent with the Special Act or the laws and regulations governing water supply sources.

#### 4.12 PROTECTION OF THE WORK AND PROPERTY.

4.12.1 The Contractor shall be solely responsible for initiating and continuously maintaining adequate protection of all work from damage, loss, theft or damage from whatever cause, and shall take all reasonable precautions to protect the property of the Owner and third parties from damage, theft,



injury or loss arising in connection with this Contract. Contractor shall comply with the requirements of the Owner and its insurance carriers and all applicable laws, codes and regulations with respect to prevention of damage.

4.12.2 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner within three (3) calendar days of each incident.

4.12.3 For street, utility and other horizontal construction, Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the site, which, as determined by Owner, do not reasonably interfere with the performance of the Work. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation. Contractor shall leave all adjacent property in as good condition as it was prior to beginning of the Contract. Where practical, Contractor shall erect a temporary fence around the work site.

4.12.4 For street, utility and other horizontal construction, existing utilities and facilities shall be located prior to commencement of Work. Contractor shall video tape the existing surface conditions of the Work site and adjacent areas before commencing Work, after each discrete portion of the Work and when project is complete. Contractor shall submit two (2) copies of the video tape to the Engineer/Architect prior to submittal for final payment.

4.12.5. Risk of Loss. Commencing on the date of the Notice to Proceed and continuing until final acceptance of the Work by the Owner, the Contractor shall have full and complete charge and shall bear all risk of loss of, and injury or damage to, the Work performed under this Contract, or any portion thereof, including materials and equipment, and Owner-furnished supplies and equipment, from any cause whatsoever. Contractor shall rebuild, repair, restore and make good any damages, injury, or loss to the work and to the property of the Owner or third parties, except such as may be directly due to errors in the Contract Documents which the Contractor could not have discovered through due diligence, or caused by agents or employees of the Owner, unless such loss or damage would be covered by any policy of insurance maintained by the Contractor. All costs in connection with any repairs or restoration necessary or required as a result of damage shall be borne by Contractor.

#### 4.13 CONCEALED OR UNKNOWN CONDITIONS.

4.13.1 If Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, or (3) are not observable prior to bidding or inferable by the type of construction, the Contractor shall promptly provide written notice to the Owner and Engineer/Architect before conditions are disturbed, and in no event more than three (3) calendar days after first observance of the conditions. The Engineer/Architect will promptly investigate such conditions and, if the Engineer/Architect determines that the conditions are a material difference which will cause an increase or decrease in the Contractor's costs or time required for performance of the Work, will recommend an equitable adjustment in the contract price or contract time, or both. Any such recommended adjustment must be approved by Owner through issuance of a Change Order to be effective. If the Engineer/Architect determines that the conditions do not materially differ from those indicated in the Contract Documents, or that no equitable adjustment is justified, the Engineer/Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Engineer/Architect's determination or recommendation, that party may proceed to mediation as provided in GC 17.7; however, the parties shall mutually agree on an independent third party professional engineer to serve as mediator.

4.13.2 Contractor shall not be entitled to any adjustment in the contract price or contract time if Contractor knew of the existence of such conditions at the time of submission of a bid or becoming bound under the Contract; or the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation or test of the site by Contractor, as indicated in the

Contract Documents, prior to making such commitment; or Contractor failed to give written notice as provided in GC 17.1.

4.13.3 If, in the course of the Work, Contractor encounters human remains or recognizes the existence of burial markers or archaeological sites not indicated in the Contract Documents, the Contractor shall immediately suspend any Work that would affect the remains or sites and shall notify the Owner and Engineer/Architect. The Owner shall take any action necessary to obtain the authorization required to resume Work. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner, but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the contract price or contract schedule arising from the existence of such remains or features may be made as provided in GC 8.2.

#### 4.14 SAFETY

4.14.1 Commencing on the date of the Notice to Proceed and continuing until final acceptance of the Work by the Owner, Contractor shall take all necessary precautions for the protection of all persons involved in the Work, the public, and all employees or representatives of Owner. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will provide to each worker on the job site the proper safety equipment for the duties being performed by the worker and will not permit any worker on the job site who fails or refuses to use the safety equipment. All work and all equipment, machinery, materials and tools shall be in compliance with and conform to all applicable laws, ordinance, rules and regulations.

4.14.2 For Work impacting streets and public rights-of-way, Contractor shall provide and maintain flagmen, traffic control devices, barricades, signs and variable message boards on a full time basis, where and when needed, to facilitate the movement of traffic along and around the project Work. All MOT plans shall be reviewed and approved by Owner.

4.14.3 If Owner or Engineer/Architect observe an unsafe or hazardous condition at the Work site, such hazard or safety condition shall be brought to the Contractor's attention. Contractor shall stop Work until such hazard or safety condition is remedied by Contractor.

4.14.4 Hurricane Plan. If any Work is to be performed during hurricane season, Contractor shall provide Owner with Contractor's hurricane plan prior to the commencement of any Work. The hurricane plan shall describe the actions to be taken to secure the work site(s) in the event a named tropical storm or hurricane is predicted to affect the project work area. Contractor shall abide by Owner's requirements, Required Storm Preparation Process, found at [www.cityofwfpb.org/engineering/](http://www.cityofwfpb.org/engineering/).

4.14.5 Explosives and Hazardous Materials. Contractor shall obtain all required federal, state and local permits and licenses and shall be responsible for the safe and proper handling, transportation, storage and use of any explosive or hazardous material brought onto or encountered within the site. The Contractor will notify the Owner immediately if explosive or hazardous materials are encountered on the site. Contractor shall maintain and post as necessary, Material Hazard Data Sheets for all applicable hazardous materials used in the course of the Work. In the event that hazardous material is improperly handled or stored by the Contractor or its sub-contractors, which results in contamination of the site, Contractor shall immediately notify the Owner and the appropriate governmental authority and shall take whatever action is necessary, required by law, regulation or order, or desirable to remediate the contamination at the Contractor's sole cost and expense. Contractor shall indemnify and hold harmless the Owner from any expense, fine, penalty or obligation, action or liability resulting from such contamination and remedial actions.

#### 4.15 PROGRESS; REPORTING

4.15.1 Weekly Reporting: Copies of all daily reports prepared by the Contractor and his subcontractors shall be submitted to the Owner on a weekly basis for the preceding seven (7) calendar days.

4.15.2 Bi-Weekly Reporting: Contractor shall be required to submit to Owner, on a bi-weekly basis, two (2) copies of 8 1/2"x 11" color photographs indicating the progress of the Work over the preceding fourteen (14) days and identifying the dates that the Work shown was performed.

4.15.3 Progress Meetings. The Contractor shall, at its expense, attend any and all meetings called by the Owner to discuss the Work under the Contract. The Owner, or its Engineer/Architect, will distribute typed minutes of each meeting to all attendees. Failure of Contractor to promptly object to the typed minutes shall constitute Contractor's agreement with the content of the typed minutes.

4.15.4 If at any time Contractor's actual progress is inadequate to meet the completion time requirements of the Contract and this lack of progress is the sole fault of the Contractor, Owner may so notify Contractor who shall thereupon, at its expense, take such steps as may be necessary to improve its progress to meet the approved schedule. If within a reasonable period as determined by Owner, Owner determines that Contractor is not prosecuting its work with such diligence as will assure completion with the times scheduled and Contractor fails to take reasonable actions to timely cure, Owner may declare a default of the Contract.

#### 4.16 SHOP DRAWINGS, SAMPLES AND SUBMITTALS

4.16.1 Contractor shall prepare and keep current for Engineer/Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Engineer/Architect reasonable time to review submittals.

4.16.2 Contractor shall approve and submit to the Engineer/Architect those shop drawings, product data, samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of separate contractors. Contractor shall perform no portion of the Work for which shop drawings, product data, samples or other submittals are required by the Contract Documents until such submittal has been reviewed and approved by Engineer/Architect.

4.16.3 Contractor represents by submitting the shop drawings, product data, samples and similar submittals that Contractor has reviewed them for conformance to the Contract Documents, and verified the materials, measurements and field criteria related thereto.

4.16.4 Contractor shall not be relieved of responsibility for conformance to the Contract Documents by Engineer/Architect's approval of show drawings, product data, samples or similar submittal, unless Contractor has specifically informed Engineer/Architect of such variance or deviation at the time of submittal and either: (i) the Engineer/Architect has given written approval of the specific deviation as a minor change in the Work; or (ii) a Change Order or Constructive Change Directive authorizing the deviation has been issued. Engineer/Architect's approval does not relieve Contractor of responsibility for errors or omissions in shop drawings, product data, samples or similar submittals.

4.16.5 Contractor shall make any corrections to the submittal required by Engineer/Architect and shall resubmit revised submittals for review. Contractor shall direct specific attention, in writing, to any revisions other than the corrections called for by Engineer/Architect on previous submittals. In the absence of such written notice, Engineer/Architect's approval does not apply to such unidentified revisions.

### GC 5 INSPECTION & TESTING

#### 5.1 INSPECTION.

5.1.1 Access for Inspection. Owner, Engineer/Architect and their representatives shall at all times have access to the Work whenever it is in preparation or progress. Contractor shall give the Engineer/Architect timely notice of its readiness for inspection when the Contract Documents or

applicable laws, ordinances, or any public regulatory entity require any Work to be inspected by the Engineer/Architect.

5.1.2 Regulatory Inspection by City. Should Contractor require inspection by City staff, in its regulatory capacity, on days the City is closed for regular business or after 3:30 pm on regular work days, Contractor shall be required to reimburse the City for staff overtime or additional costs.

## 5.2 TESTING.

5.2.1 If the Contract Documents or applicable laws, ordinances, or any public regulatory entity require any Work to be specially tested or approved, Contractor shall make arrangements for such tests or inspections with an independent testing laboratory or entity acceptable to Owner and shall give the Engineer/Architect timely notice of the date fixed for such testing. Contractor shall be responsible for all costs of testing, inspections and approvals. Tests and inspections shall be made promptly to avoid delays in the Work.

5.2.2 Unless otherwise provided in the Contract Documents, shop testing of material, equipment or Work shall be performed by Contractor at its expense and in accordance with the technical specifications. Contractor shall furnish samples as requested and shall provide reasonable assistance and cooperation necessary to permit tests to be performed on materials or work in place, including reasonable stoppage of Work during testing.

5.2.3 If any Work should be covered up prior to any required inspection or test by Owner or Engineer/Architect, it must be uncovered for inspection and properly restored at Contractor's expense. If any Work not required to be inspected or tested is covered up and Engineer/Architect specifically requests to inspect such Work, Contractor shall uncover such Work. If such Work is in accordance with the Contract Documents, the costs of uncovering and replacing the Work shall be at Owner's expense, by appropriate Change Order. If such Work is not in accordance with the Contract Documents, the costs of uncovering and correction shall be at Contractor's expense.

5.2.4 Should tests in addition to those required by the Contract Documents be desired by Owner, Contractor will be advised in reasonable time to permit such additional testing at Owner's expense, unless additional tests are required due to Contractor's Work or materials having failed any initial test.

5.3. If inspection or testing reveal failure of portions of the Work to comply with the Contract Documents or applicable laws, all costs as a result of such failure, including those of repeated testings and compensation for Engineer/Architect's services and expenses shall be at Contractor's expense.

5.4 Required certificates of testing, inspection or approval shall be secured by Contractor and delivered promptly to Engineer/Architect, unless otherwise provided by the Contract Documents.

## GC 6 CORRECTION OF WORK

6.1 DEFECTIVE MATERIAL, EQUIPMENT OR WORKMANSHIP. If any material, equipment or workmanship is determined by Owner or Architect/Engineer, either during performance of the Work, during final inspection or during the warranty period, to be defective or not in compliance with the Contract Documents, Owner shall notify Contractor in writing that such material, equipment or Work is rejected and Owner reserves the right to withhold payment on any such item. Contractor shall commence correction of the Work within seven (7) calendar days of written notice by Owner. Contractor shall, at its own expense, immediately remove and replace or correct such defective material, equipment or Work by making the same strictly comply with all requirements of the Contract Documents. All costs of correcting such rejected Work, including additional testing and inspections, uncovering and replacing, and compensation for Engineer/Architect's services and expenses, material, equipment, clean up, debris removal, and safety precautions, shall be at Contractor's expense. If correction of the Work requires

damaging work completed by other contractors, Contractor shall be responsible for the costs to replace such work.

6.2 WARRANTY. Contractor further agrees to correct all Work found by Owner to be defective or not in conformance with the Contract Documents for a period of one year from the final certificate of occupancy for the project (or if no certificate of occupancy to be issued, within one year of substantial completion) or for such longer periods of time as may be set forth with respect to specific warranties contained in the specifications. Owner or Engineer/Architect shall provide Contractor with written notice of non-conformance. If Contractor fails to correct non-conforming Work within a reasonable time after receipt of notice, the Owner may correct the Work.

6.3 ACCEPTANCE OF NON-CONFORMING WORK. If Owner deems it inexpedient to correct Work that has been damaged or that was not performed in accordance with the Contract Documents, Owner may accept such non-confirming work and an equitable deduction from the contract price shall be made for such work. Contractor shall warrant the accepted but non-conforming work in accordance with GC 6.2.

6.4 The Contract Documents and the obligation of Contractor to perform corrective Work survive final completion of the Work and final payment.

6.5 OWNER'S RIGHT TO CORRECT OR COMPLETE WORK. If Contractor should neglect to prosecute the Work diligently in accordance with the Contract Documents, or fail to correct defective or nonconforming Work, or fail to perform any provisions of the Contract Documents, Owner may, after ten (10) calendar days written notice to Contractor and opportunity to cure, make good these deficiencies and may deduct the cost thereof from payment due Contractor. A deductive Change Order shall be issued for the Owner's reasonable costs of correcting or completing the Work, including Owner's expenses and compensation for Engineer/Architect's services and expenses. The Change Order amount shall be subject to review and approval by Engineer/Architect. If payments due to Contractor are not sufficient to cover the Change Order, Contractor shall pay the difference to Owner. Owner's correction of the Work and acceptance of a deductive Change Order shall be without prejudice to any other remedies Owner may have.

## **GC 7 WORK BY OTHERS AT SITE**

7.1 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contract in connection with other portion of the Project or other construction or operations on the site.

7.2 Where the Owner is utilizing its own forces or multiple contracts for the Project, Contractor shall provide reasonable advance notice to Owner and other contractors regarding the Project Schedule and the portions for work to be performed by them. Contractor shall coordinate its construction and operations with Owners and other contractors performing work on the Project.

7.3 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Engineer/Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

7.4 Contractor shall reimburse the Owner for costs incurred by Owner payable to a separate contractor because of Contractor's delays, improperly timed activities, damage to the other contractor's work or defective construction. Owner shall be responsible to Contractor for costs incurred by Contractor because of a separate contractor's delays improperly timed activities, damage to Work or defective construction.

7.5 If a dispute arises among Contractor and other contractors on site as to the responsibility to maintain the premises, correct work, clean up or take any other action, Owner may take the necessary action and Engineer/Architect will assess the costs to those deemed responsible by Engineer/Architect.

## **GC 8 CHANGES IN THE WORK**

8.1 Owner, without invalidating the Contract Documents may order written additions to or deductions from the Work, the contract price being adjusted accordingly.

8.2 REQUEST FOR CHANGE ORDER. If Contractor believes that a variation or change justifies a modification in the contract price, Contractor may submit a request for Change Order at its expense. If a request for Change Order is made, Contractor is not authorized to vary the Work unless a written Change Order is executed by Owner or written Construction Change Directive is issued by the Engineer/Architect and executed by Owner. No Change Order shall be valid unless executed by the authorized signatory of Owner.

8.3 NOTICE TO ENGINEER/ARCHITECT. Contractor shall notify the Engineer/Architect in writing within seven (7) calendar days of any occurrence which, in the opinion of Contractor, entitles it to claim an adjustment of the Contract price or a time extension, absent which notice, Contractor shall have waived such claim. The Engineer/Architect will provide a response to Contractor and Owner with respect to a request for change order within a reasonable amount of time after receipt of Contractor's notice and all necessary backup information required by Engineer/Architect to formulate a response.

8.4 The Engineer/Architect shall not be authorized to bind Owner to change in contract price or contract time.

### **8.5 CHANGE ORDER.**

8.5.1 Execution of any change order by the parties shall constitute a final settlement and release by Contractor of all matters relating to the claim or change in the Work which is the subject of the change order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the contract price and the contract time.

8.5.2 Any change order approved due to price change in materials shall not include a premium, profit or any other additional cost.

8.5.3 A bond rider from the surety shall be submitted to the Owner with each change order that increases the contract price.

8.5.4 The number of change orders to the Contract submitted by Contractor may be considered by Owner in considering other subsequent bids submitted by Contractor. Excessive change orders may also result in suspension from the Owner's future procurements. The determination of excessiveness shall be made solely by Owner considering the scope of work, schedule of bid items, contract price, unforeseen circumstances, and reasons for any change orders.

8.6 CONSTRUCTIVE CHANGE DIRECTIVE. If a change order is not yet approved or cannot be agreed upon, Contractor is authorized, upon issuance of a written construction change directive (CDD) prepared by the Engineer/Architect and approved by Owner, to proceed with such change. If a construction change directive provides for an adjustment to the contract price, the adjustment shall be calculated as follows:

- Unit prices as stated in the Contract Documents
- Labor at the prevailing hourly basic rates plus applicable multipliers for overtime, weekend and holidays, plus applicable taxes. Mark up on labor is not permitted. Labor shall not include supervision above the project manager.

- Net actual costs of materials including sales tax.
- Rental costs of machinery and equipment, excepting hand tools, including fuel.
- Reasonable overhead and profit, not exceeding fifteen percent (15%) inclusive of bond rider, permits, insurance, overhead and profit, supervision and general conditions.

Or by mutual acceptance of a lump sum properly itemized and supported;

Upon approval by Engineer/Architect and Owner as to any adjustments to the contract price and/or contract time for changes performed under a CDD, such approval shall be recorded by the preparation of a Change Order. Contractor shall not seek payment for work performed pursuant to a CDD until it has been converted to a Change Order. Each CDD shall have a separate change order.

8.7 Commencing Work without a written change order or Construction Change Directive executed by Owner in advance of commencement of work waives any claim by Contractor to an adjustment to the contract price and the contract time.

8.8 MINOR CHANGES IN WORK. Engineer/Architect shall have the authority to order minor changes in the Work, by written direction to Contractor, which do not involve adjustment to the contract price or contract time and which are not inconsistent with the intent of the Contract Documents. A subsequent Change Order shall be executed.

8.9 OWNER'S RIGHT. The Owner reserves the right to perform the requested changes in the Work with its own forces, or to contract with others to perform the changes.

## **GC 9 COMPLETION**

9.1 REQUIREMENTS PRIOR TO SUBSTANTIAL COMPLETION. When Contractor considers the Work to be substantially complete, Contractor will submit to Engineer/Architect, the following items which shall be completed as a condition precedent to Substantial Completion and prior to notice by Contractor of Substantial Completion:

- A. All general construction completed and the project components shall be clean and all systems fully functional.
- B. All mechanical and electrical work substantially complete, fixtures in place, connected, cleaned, fully functional and ready for use.
- C. All electrical circuits shall be scheduled in panels and all panels and disconnect switches properly labeled.
- D. Project site shall be cleared of Contractor's excess equipment and/or supplies and material.
- E. Record drawings and specifications meeting the Owner's requirements shall be delivered to Engineer/Architect.

The above are also conditions for Final Completion.

9.2 NOTICE. Contractor shall notice Owner and Engineer/Architect when Contractor considers the Work, or a portion thereof which Owner agrees to accept separately, is substantially complete and shall request an inspection.

### **9.3 SUBSTANTIAL COMPLETION.**

9.3.1 If after inspection, the Engineer/Architect finds that the Work is substantially complete, Engineer/Architect shall issue to Owner and Contractor a Certificate of Substantial Completion that shall establish the date of Substantial Completion.

9.3.2 If Substantial Completion is not obtained at the inspection called by Contractor, for reasons which are the fault of Contractor, any additional cost to Owner for the Engineer/Architect for any subsequent inspections for the purpose of determining Substantial Completion shall be the responsibility and expense of Contractor and shall be assessed against the final payment application.

9.4 INSPECTION AND PUNCH LIST. Within three (3) calendar days of Substantial Completion as determined by Engineer/Architect and Owner, a walkthrough with Contractor shall be scheduled.

- i. The purpose of this walkthrough is to develop a joint final punch list of items necessary to complete the Work.
- ii. Said punch list shall be prepared, signed by Engineer/Architect and Owner and delivered to Contractor not later than three (3) calendar days after the walkthrough. Engineer/Architect and Owner shall separately list each item of the punch list required for Final Completion.
- iii. Any dispute over punch list items shall be mediated between Owner and Contractor with Engineer/Architect acting as mediator to develop an agreed punch list signed by Owner, Contractor and Engineer/Architect no later than nine (9) days from the date of the walkthrough.
- iv. Agreed punch list items shall be corrected and a final inspection requested by Contractor within thirty (30) days from delivery of the agreed punch list, unless a greater time is provided in the contract. All agreed punch list items shall be corrected by Contractor prior to any request for final inspection and acceptance. If the Contract provides for a multi-phased or multi-structure project, a punch list may be developed for each phase or structure.
- v. In no event may the Contractor request payment of final retainage under Florida Statutes §218.735(7)(e) until the Contractor considers the final punch list to be 100% complete.
- vi. Contractor acknowledges and agrees that no item contained on the final punch list shall be considered a warranty item until such time as (a) the final punch list is 100% complete, and (b) Owner has been able to operate or utilize the affected punch list item for an additional period of fifteen (15) calendar days.
- vii. Contractor acknowledges and agrees that Engineer/Architect as representative of Owner may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective Work for the Contractor to address. The intent of any such Engineer/Architect generated lists prior to Substantial Completion is to attempt to streamline the punch list process upon achieving Substantial Completion, and to allow for the Contractor to address needed areas of corrective work as they may be observed by Engineer/Architect during performance of the Work.
- viii. Contractor acknowledges and agrees that in calculating 150% of the amount which may be withheld by Owner as to any final punch list item for which a good faith basis exists as to it being complete, as provided for by Florida Statutes §218.735(7)(e), Owner may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the final punch list item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of final punch list completion.



- ix. The failure to include any 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 and Work purchased under the Contract.

9.5. PUNCH LIST RETAINAGE. Following delivery of the punch list, Contractor shall list the estimated cost of completing each item each item of the punch list required for final completion, and submit the list of estimated costs to Owner for Owner's review and determination. Owner may retain a sum equal to 150% of the estimated cost of correcting and completing the unfinished punch list items, as determined by the Owner. Upon completion of all items on the punch list, Contractor may submit a payment request for all remaining retainage. If a good faith dispute, as determined by Owner, exists as to whether one or more items identified on the punch list have been completed pursuant to the Contract, Owner may continue to withhold up to 150% of the total costs to complete such items(s), as determined by Owner.

9.6 REQUIREMENTS PRIOR TO FINAL INSPECTION. The following items shall be completed as a condition precedent to a request by Contractor for final inspection:

1. Completion of all punch list items recorded from the Substantial Completion inspection.
2. Submittal of any items condition precedent to Substantial Completion that had not previously been submitted.
3. Issuance of all permits and certificates, test certificates, inspections, certificates of occupancy and other approvals and releases by governing authorities required for Owner's occupancy and use of the project.
4. All sets of operation and maintenance manuals and service agreements for all equipment shall have been submitted to Owner, as referenced in the technical specifications.
5. Manufacturers' certifications and warranties and any special guarantees or maintenance agreements shall be delivered to Owner.
6. A complete set of "RECORD" or "AS BUILT" drawings, meeting Owner's requirements. Contractor shall sign each final record drawing and note thereon that the final as-builts are complete and accurate.
7. A complete set of marked-up specifications with "RECORD" or "AS-BUILT" clearly printed on the cover. Contractor shall accurately and neatly transfer all deviations from project specifications to final as-builts.
8. A complete set of final shop drawings.
9. For street, utility and other horizontal construction, two copies of the video tape of surface conditions.
10. A signed and notarized affidavit indicating that no asbestos containing materials were used or installed during the course of the Work.
11. A list of each piece of equipment incorporated into the Work having an individual value of \$500 or greater. The list shall include, at a minimum, manufacturer, make and model number, catalog number, supplier, quantity installed, and value of equipment.
12. All required spare parts, as well as any special devices and tools and extra stock of materials shall be delivered to Owner.
13. Extra stock of materials or other items paid for by Owner.
14. A deductive change order for any uncommitted contingency or allowance funds has been prepared and submitted in draft.
15. All keys and blanks shall have been provided to Owner.

9.7 FINAL INSPECTION. Contractor shall certify to the Owner and Engineer/Architect in writing that all punch list items have been completed, all requirements for Substantial and Final Completion have been met, and the Work is ready for final inspection. The Engineer/Architect will schedule such inspection with Owner and Contractor. When Engineer finds the Work acceptable under the Contract Documents, completed and all requirements fully performed, Engineer/Architect shall issue a Final Certification to Owner. Should the Engineer consider that the Work is incomplete or defective, the Engineer/Architect will promptly notify the Contractor in writing, listing the incomplete or defective work. The Contractor will take immediate steps to remedy the stated deficiencies and send a second written certification to the Engineer/Architect when the Work is complete. The Engineer/Architect will re-inspect

the Work. Should the Engineer/Architect be required to perform re-inspections due to the failure of the Work to meet Contract requirements, the Owner may deduct the additional costs to Owner from the Contractor's final payment.

9.8 OWNER'S RIGHTS. In the event incomplete, incorrect or defective work is not completed to the Owner's satisfaction within twenty (20) calendar days of the Engineer/Architect's notice to Contractor that the Work is not acceptable, Owner may, after ten (10) calendar days written notice to Contractor and opportunity to cure, make good the deficiencies and may deduct the cost thereof from final payment due Contractor. If payments due to Contractor are not sufficient to cover the costs, Contractor shall pay the difference to Owner. Owner's correction of the Work shall be without prejudice to any other remedies Owner may have.

9.9 FINAL AS BUILT DOCUMENTS. Prior to final inspection, Contractor shall provide Owner with "Record" or "as-built" drawings, specifications and documents which comply and Owner's Final Record Drawing Requirements found at [www.cityofwpb.org/engineering/](http://www.cityofwpb.org/engineering/).

9.10 USE OF COMPLETED PORTIONS. Owner shall have the right to take possession of and use any substantially completed portions of the Work. Such use by Owner shall not be construed as constituting final acceptance, and shall neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by Owner of any Contract Documents provisions; provided that Contractor shall not be liable for any repair or maintenance required due to ordinary wear and tear resulting from such use. However, if, in the opinion of Engineer/Architect, such use increases the cost or delays the completion of remaining portions of Work, Contractor shall be entitled to an equitable adjustment under the Contract.

#### **GC 10 PAYMENT**

10.1 SCHEDULE OF VALUES. Within ten (10) calendar days after the date of the Owner's issuance of a Notice to Proceed, Contractor shall submit for review and approval of Owner and Engineer/Architect, a schedule of values, by phases of work, to show a breakdown of the contract price for the various portions of the Work and corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of work scheduled. Any Change Orders shall be added as separate line items. This schedule, unless objected to by Engineer/Architect, shall be the basis for reviewing Contractor's applications for payment.

10.2 TAXES. Contractor shall pay all taxes, duties and assessments imposed by law and applicable to the Contract. Contractor is not entitled to Owner's tax exempt status and shall pay all sales taxes. The Contract price shall include all taxes.

10.3 PAYMENT WHERE PERFORMANCE AND PAYMENT BONDS REQUIRED: If the Contract requires Contractor to provide Performance and Payment Bonds, or a Public Construction Bond, no payment shall be made by Owner to Contractor until Contractor has provided Owner with a certified copy of the Performance and Payment Bonds, or a Public Construction Bond evidencing that said bond(s) have been recorded with the Clerk of the Courts in the public records of Palm Beach County.

10.4 PAYMENT REQUESTS. Payment requests shall be submitted on AIA Application for Payment forms and shall be signed and notarized by Contractor. Each payment request shall include the following information:

1. Bid Number
2. Contract Number
3. Project Number
4. Project Name
5. Owner's representative/ project manager
6. Detailed estimate and payment request on a standard AIA form, covering the percentage of the total amount of the work which has been completed from the

- start of the job up to and including the last day of the preceding month, together with quantity and unit prices of materials and equipment utilized.
7. The unit cost of such materials and equipment required in the permanent work as has been delivered to the site and suitably protected but not as yet incorporated in the work.
  8. Consent of Surety
  9. Verification that certified copy(s) of recorded performance/payment bonds provided to Owner  
*If no bonds are required:*
    - i) Partial Release of Lien from Contractor
    - ii) Partial Releases of Lien from each sub-contractor on the payment request
  10. Subcontractor Utilization Report.
  11. Release from private property owner if Contractor utilized private property for storage or staging.
  12. Such other supporting evidence as may be required by Owner and/or the Engineer/Architect to support Contractor's payment application;

10.5 INITIAL PAYMENT. Prior to submittal of its initial payment request, Contractor shall have submitted the following items to the Engineer/Architect and Owner:

1. Certified copies of the Performance and Payment bonds, or Public Construction bond, recorded in the public records.
2. List of subcontractors and suppliers
3. Project schedule
4. Schedule of values
5. All current certificates of insurance
6. Designation of Contractor's Project Manager

The initial payment request will not be accepted unless all of the above items have been received by Engineer/Architect and Owner.

10.6 PROGRESS PAYMENTS. All payment requests are required to be submitted in draft form, at least ten (10) calendar days in advance and not more than once each month, via email to the Owner and Engineer/Architect or Owner's agent identified in the Contract or by other written notice.

If no payment bond is recorded, original partial releases of lien from Contractor and all subcontractors included in payment request shall accompany the payment request.

If payment bond is recorded, partial consent of surety for payment shall accompany the payment request.

After review and approval of the draft, Contractor shall prepare and submit an original payment request, in duplicate: one set to the Owner's agent/Engineer/Architect and one set to **City of West Palm Beach – Accounts Payable, PO Box 3366, West Palm Beach, FL 33402-3366.**

The Owner will not be responsible for any delay in payment by the City if Contractor submits his estimate and invoice to any other address. Payment will be made in accordance with the Local Government Prompt Payment Act. (F.S. 218.70).

#### 10.7 DECISION TO WITHHOLD CERTIFICATION OF PAYMENT REQUESTS.

10.7.1 Engineer/Architect may withhold payment requests, in whole or in part, to the extent reasonably necessary to protect the Owner. If the Engineer/Architect is unable to certify payment in the amount of the application, the Engineer/Architect or Owner shall within twenty (20) calendar days advise Contractor of the reasons for withholding certification, in whole or in part, and the actions necessary to make the payment request proper. The Engineer/Architect will promptly certify payment of the amount which the Engineer/Architect can certify.

10.7.2 If Contractor takes action to make the rejected payment request proper and re-submits for approval of the whole or portion previously rejected, Engineer/Architect and Owner shall reject or accept the payment within ten (10) calendar days.

10.7.3 The Engineer/Architect may nullify, in whole or in part, any payment application previously certified to such extent as may be necessary, in the Engineer/Architect's opinion, to protect the Owner for loss for which the Contractor is responsible, including:

- Defective work not remedied;
- Failure of Contractor to make payments to subcontractors;
- Reasonable evidence that the Work cannot be completed for the unpaid balance of the contract price;
- Damage to the Owner or a separate contractor;
- Reasonable evidence that Owner will have a claim for liquidated damages and the unpaid balance of the contract price will not be adequate to cover liquidated damages or other amounts due to Owner from Contractor;
- Repeated failures to carry out the Work in accordance with the Contract Documents.

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

#### 10.8 RETAINAGE.

10.8.1 In accordance with the Local Government Prompt Payment Act, until the project is determined to have reached fifty percent completion, Owner shall withhold retainage of ten percent (10%) from each progress payment paid to Contractor based on Contractor's estimate and invoice as approved by the Engineer/Architect.

10.8.2 Upon 50% completion of the project the retainage withheld from each subsequent progress payment will be reduced to five percent (5%) as provided for by Florida Statute §218.735(8)(b). "Fifty percent completion" of the Work is defined as that point in time where 50% of the overall value of Work items incorporated and which will remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of Contractors mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work do not apply to the determination of fifty percent completion of the Work for purposes of establishing entitlement to a reduction of retainage. It is agreed that the Engineer/Architect shall have the right to finally determine when fifty percent completion has been achieved. (F.S. 255.078).

10.8.3 After the project is determined to have reached fifty percent completion, and unless otherwise prohibited by the terms of any federal grant funding the project in whole or in part: i) Owner shall withhold retainage of five percent (5%) from each progress payment paid to Contractor based on Contractor's estimate and invoice as approved by the Engineer/Architect; and ii) Contractor may present to Owner a payment request for up to half (50%) of the retainage previously held by Owner (50% of the 50% retainage already withheld – Not 50% of total retainage). If Owner has grounds under Florida law to continue to retain all or a portion of the requested retainage, Owner may continue to hold all retainage. If the Work is not on schedule when request for payment of retainage is submitted, Owner may continue to hold all retainage.

10.9 PAYMENT TO SUBCONTRACTORS. Contractor shall pay its subcontractors within ten (10) calendar days of receipt of payment from Owner and shall not withhold payments to sub-contractors. Should this occur for any reason, Contractor shall immediately return such monies to Owner, adjusting pay requests and project bookkeeping as required.

10.10 FINAL PAYMENT. Upon completion of all requirements for substantial completion and final completion, issuance of a Final Certification by Engineer/Architect, compliance with all project closeout requirements and submittal of all of the following items, Contractor may submit its final payment request. The final payment request shall include the following items:

1. Final Certification by Engineer/Architect
2. Certified copy of punch list stating each item has been completed or otherwise resolved and accepted.
3. Final Statement of Accounting reflecting:
  - a. original contract price
  - b. each approved Change Order (with quantity and unit prices where applicable)
  - c. allowances, if applicable
  - d. deductions for uncorrected work
  - e. deductions for liquidated damages
  - f. deductions for re-inspection costs
  - g. deductions for re-testing costs due to failed tests
  - h. other adjustments
  - i. adjusted contract price
  - j. payments made
  - k. any pending payment requests
  - l. sum remaining due to Contractor
4. Final Change Order, if applicable, reflecting approved adjustments to the Contract price not previously made by Change Order.
5. Consent of surety for final payment.
6. If no payment bond is recorded, Lienor's Affidavit from Contractor that all payrolls, bills for material and equipment and other indebtedness connected with the Work have been paid or satisfied;
7. If no payment bond is recorded, original releases of lien from Contractor and all subcontractors
8. Certificate of Insurance evidencing continuation of any liability coverage on claims made basis, which shall remain effective for five (5) years after final payment.
9. Written release of claims from any private property owner for use of private property for storage or staging.
10. All pre-requisites for Substantial Completion and Final Completion have been met.

The making and acceptance of the final payment shall constitute a waiver and release of all claims by Contractor, except those previously made in writing and still unsettled.

If Contractor fails to submit all documents required for final payment within one year after Final Certification any amounts owed as final payment shall be forfeited. Owner shall provide written notice to Contractor at least sixty days prior to forfeiture. Forfeiture will not apply to documents that are the subject of existing claims or pending legal proceedings.

10.11 FINAL PAYMENT TO SUBCONTRACTORS. Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon receipt of advance written consent of Surety, or applicable releases if no performance/payment bonds.

10.12 ALLOWANCES. Contractor shall include in the contract price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

10.13 CONTINGENCY FUNDS. ALL CONTINGENCY SUMS ARE OWNER'S CONTINGENCY AND REMAIN THE PROPERTY OF OWNER UNTIL EXPENSE IS APPROVED. The contract price shall not include any contingency amounts. If the Contract or schedule of values includes an agreed sum as a contingency, such amount is identified solely for budget purposes and remains the Owners' funds. Owner may approve use of contingency funds only for the purpose of defraying the expenses due to

unforeseen conditions, extra work, and circumstances relating to construction, unless otherwise agreed. Such contingency funds are not for use by Contractor to cover short falls in Contractor's bid amount, and not for use by Owner to increase the scope of work. Contractor shall obtain prior written approval from Owner prior to the expenditure of contingency funds and Contractor will be required to furnish documentation evidencing expenditures charged to contingency and/or allowances prior to the release of such funds by Owner. All uncommitted contingency funds remain the funds of the Owner.

10.14 WITHHELD PAYMENTS. Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate of payment to such extent as may be necessary to protect Owner if:

- a. Defective work or material is not remedied.
- b. Claims filed or reasonable evidence indicating public filing of claims by Owner or third parties against Contractor.
- c. Failure of Contractor to make payments to sub-contractors or for material or labor.
- d. Damage to another contractor.
- e. Contractor is in default of any Contract condition, including schedule.
- f. Contractor fails to submit information required by the Contract.
- g. Contractor consistently fails to perform work in accordance with the Contract Documents.
- h. Owner has reasonable doubt that Contract work can be completed within the schedule or for the balance of the Contract price which remains unpaid.
- i. Contractor's insurance coverage lapsed.
- j. Owner has a right to claim liquidated damages.

When the above grounds are removed or Contractor provides a Surety or Performance Bond satisfactory to Owner, which will protect Owner in the amount withheld, payment shall be made for amounts withheld because of them.

10.15 LOCAL GOVERNMENT PROMPT PAYMENT ACT. Payments shall be made in accordance with the provisions of the Local Government Prompt Payment Act, F.S. 218.70 et seq. Interest, if any, shall accrue as provided in said Act.

## **GC 11 BONDS**

### **11.1 PERFORMANCE & PAYMENT BONDS (if required)**

11.1.3 Public Construction Bond. In accordance with the provisions of F.S. 255.05, or if required by the Contract Documents, Contractor shall provide, on forms furnished by Owner, a public construction bond in an amount not less than the total contract price by a surety company acceptable to Owner. The bond shall incorporate by reference the terms of the Contract Documents in its entirety. Moreover, Contractor agrees that the following language shall be expressly included within the language of its bond:

"The Surety expressly agrees to be bound by all terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the contract documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the contract. The Surety waives all rights against Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the contract documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by Owner as fiduciary."

The bond shall also cover payments to all claimants, as defined in Section 255.05(1), Fla. Stat., supplying Contractor with labor, materials, or supplies, used directly or indirectly in the Work provided for in the Contract.

11.1.3 Performance & Payment Bonds. Owner may, in its sole discretion, accept a performance bond and a payment bond, which include the terms and provisions set forth in this condition, in lieu of the public construction bond.

11.1.4 Recording of Bond. Within ten days of receipt of the fully executed contract, Contractor shall record its bond(s) in the public records of Palm Beach County and provide a certified copy of the recorded bond to Owner. Owner will not process payment requests unless Owner has received certified copy of recorded bond(s).

## 11.2 SURETY.

11.2.1 To be acceptable to Owner, a Surety Company shall comply with the following provisions:

- (1) The surety company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- (2) The surety company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (3) The surety company shall be in full compliance with the provisions of the Florida Insurance Code.
- (4) The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid/request for proposals is issued.
- (5) The surety company shall have at least the ratings of A-/Class V.
- (6) The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten (10%) percent of its surplus to policyholders.

11.2.2 If at any time the Owner shall deem any of the sureties upon such bond(s) to be unsatisfactory, or if for any reason such bond shall cease to be adequate security for the Owner, Contractor shall, within five (5) days after notice from Owner, furnish a new or additional bond in full sum as shall be satisfactory to Owner. No payments shall be due nor made to Contractor unless and until such new or additional bond shall be furnished and approved. The premium for such new or additional bond shall be paid by Contractor.

## GC 12 LIENS AND RELEASES OF LIENS. (if no recorded payment bond)

12.1. Where public construction bonds have not been recorded by the Contractor, neither the final payment nor any part of the retainage shall become due until Contractor shall deliver to Owner complete releases of all claims or liens arising out of the Contract Documents, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien or claim could be filed. Contractor shall use Owner's forms for all releases of liens. All releases are required to have original signatures. All values on lien releases shall be consistent with the subcontracts.

12.2. Contractor may, if any sub-contractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to Owner, to indemnify Owner against any claim or lien (in cases where such payment is not already guaranteed by Surety or payment bond), along with a consent of surety to such payment.

12.3 In case of disputed indebtedness or liens, Contractor may submit in lieu of evidence of payment, a surety or bond satisfactory to Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by a surety or bond.

12.4. If any claim or lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all moneys that Owner may be compelled to pay in discharging such a lien, including all costs and reasonable attorneys' fee.

### **GC 13 INSURANCE; INDEMNIFICATION**

#### **13.1 INSURANCE.**

13.1.1 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a best's rating of A- VI or better.

13.1.2 All Insurance Policies shall be endorsed to provide that:

- i. Contractor's Insurance is primary to any other Insurance available to the additional insured(s) with respect to claims covered under the policy and:
- ii. Contractor's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self- insurance shall not be acceptable.

13.1.3 Additional Insured. All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying Owner (City of West Palm Beach) and the City Commission and its officers, agents, employees as additional insureds.. Additional insureds are defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Contractor, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence. No costs shall be paid by Owner for an additional insured endorsement.

13.1.4 Required Coverage: Contractor shall maintain following liability coverage, in the limits specified:

COMMERCIAL GENERAL LIABILITY: Contractor shall carry Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations and Personal Injury with limits of not less than Three Million Dollars (\$3,000,000) (aggregate) and Two Million Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

BUSINESS AUTOMOBILE LIABILITY INSURANCE: Contractor shall carry business automobile liability insurance with minimum limits of Two Million Dollars (\$2,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than



the latest edition of the business automobile liability policy without restrictive endorsements and must include owned vehicles and hired and non-owned vehicles.

WORKERS' COMPENSATION: Workers' Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than \$1,000,000 "each accident," \$1,000,000 "disease policy limit," and \$1,000,000 "disease each employee."

UMBRELLA OR EXCESS LIABILITY INSURANCE: Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. Contractor agrees to name and endorse the City, and the City Commission and endorse the City, and the City Commission and their officers, agents, employees and City Commission members as additional insureds. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Contractor, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

BUILDERS RISK: Not less than the value of the Work under construction and facilities under the "custody and control" of Contractor. .

POLLUTION: Not less than \$3,000,000 IF hazardous materials, including lead, asbestos, PCBs or other pollutants may be present.(If required)

*Any other or special insurance requirements will be addressed in the Contract Documents.*

13.1.5 Certificate of Insurance. Contractor shall provide the City Risk Manager or the City Contract Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required by this article within three (3) calendar days of Contractor's receipt of Notice of Intent to Award the contract and, at any time thereafter, upon request by the City. It is the Contractor's responsibility to ensure that the Risk Manager and the Contract Manager both have a current Insurance Certificate and endorsements at all times.

13.1.6 Notice. Contractor's Insurance Policies shall be endorsed to provide The City with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage or limits. Notice shall be sent to:

City of West Palm Beach  
Attn: Purchasing Division  
401 Clematis Street  
West Palm Beach, Florida 33401

13.1.7 Coverage Period.

- a. If Contractor's Insurance policy is a claims made policy, then Contractor shall maintain such Insurance Coverage for a period of five (5) years after the expiration or termination of the agreement or any extensions or renewals of the agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.
- b. In any of Contractor's Insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this article.

13.1.8 Renewal of Insurance: Contractor shall be responsible for assuring that the insurance certificate/ endorsements required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate/endorsements are scheduled to expire during this period, Contractor shall be responsible for submitting a new or renewed insurance certificate/ endorsements to City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not replaced with a new or renewed certificate which covers the contractual period, City shall suspend this Agreement until such time as the new or renewed certificate/endorsements are received by City.

13.1.9 Minimum Coverage: Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as is available to him under any other provisions of this Agreement or otherwise in law or equity.

13.1.10 Subcontractors. Contractor shall be entirely responsible for securing Certificates of Insurance coverage as set forth above from all subcontractors who are engaged in the Work.

13.1.11 The provisions of this General Condition shall survive the expiration or termination of the Contract.

## 13.2 INDEMNIFICATION.

Contractor shall indemnify and hold harmless the Owner, its commissioners, officers, employees and agents, from and against any and all claims, obligations, liability, expenses, losses and causes of action, including attorneys' fees and costs, to the extent the same are caused by: (i) an act, negligence, recklessness or intentional wrongful misconduct of Contractor or its subcontractors, or the commissioners, officers, employees or agents of either, while engaged in or about the performance of the Work; or while in or about the project site or premises; or (ii) arising from accident or any injury to Contractor or its subcontractors while engaged in or about the performance of the Work, or while in or about the project site or premises, not caused by act of Owner, Owner's agents, servants, or other contractors of Owner; or (iii) arising out of the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor or its subcontractor; or (iv) arising from liens or claims for services rendered for labor or materials furnished in or for the performance of the Work. The extent of Contractor's indemnification shall be limited to one and one-half times the contract price or \$1 million per occurrence, whichever is greater. This paragraph shall not be construed to require Contractor to indemnify Owner for Owner's own negligence, or intentional acts of the Owner, its agents or employees. Nothing in this paragraph shall be construed as a contractual waiver by Owner of the limits of sovereign immunity under Sec 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of the Contract. (725.06 F.S. and 768.28 F.S.)

## GC 14 SUBCONTRACTORS AND SUPPLIERS

14.1 LIST OF SUBCONTRACTORS AND SUPPLIERS. Unless otherwise required to be specified in Contractor's Bid, within ten (10) days after the date of the Owner's issuance of a Notice to Proceed, the Contractor shall furnish to the Owner in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) whom the Contractor will engage as sub-contractors or suppliers for the project. The Contractor shall not change such sub-contractors or suppliers without written notice to Owner, and shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection in writing, after such notice. The Contractor understands and agrees that the Contractor alone is responsible to the Owner for all of the Work under the Contract and that any review of subcontractors, sub-subcontractors or suppliers by the Owner or Engineer/Architect will not in any way make the Owner responsible to any subcontractor or sub-subcontractor or suppliers.

14.2 WRITTEN SUBCONTRACTS. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the

Contractor by terms of the Contract and Contract Documents, including but not limited to the insurance requirements for workers' compensation and general liability coverage. The Owner shall be named as an intended Third Party Beneficiary in all subcontractor agreements provided such naming shall not create privity of contract between Owner and subcontractor. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the work to be performed by the subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the subcontractor will be bound, and, upon written request of the subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed sub-subcontractors. Contractor shall include in all subcontracts a provision requiring the subcontractor to consent to an assignment of the subcontract to the Owner. Contractor shall, upon request, provide copies of all subcontracts to Owner.

14.3 REQUIRED WAIVER. All subcontracts shall provide the following exact language:

*"Sub-contractor "expressly waives any claims for damages which it may suffer by reason of delay caused by events beyond its' control, including delays claimed to be caused by the Owner or its Engineer/Architect and agrees that its exclusive remedy shall be an extension of its contract time."*

14.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS. Each subcontract agreement is assigned by the Contractor to the Owner, provided that the assignment is effective only after termination of the Contract by Owner for cause and only for those subcontract agreements that the Owner accepts by giving notice to the subcontractor and Contractor in writing; and subject to the prior right of the surety, if any.

14.5 DISPUTES. Any disputes which may arise between the Contractor and any subcontractor must be resolved between the parties concerned. The Owner will not undertake nor be in any way responsible for the resolution of such disputes between Contractor and its subcontractors.

#### **GC 15 ENGINEER / ARCHIECT'S STATUS.**

15.1 Engineer/Architect will provide observation of the Contractor's activities and progress of the Work. The Engineer/Architect will make inspections of all construction, draft change orders, and verify and certify partial and/or final payments due to the Contractor, as provided in the Contract Documents. The Engineer/Architect may, during the life of the Contract issue additional instructions, by means of drawings, minor change orders or otherwise, necessary to illustrate changes in the Work.

15.2 Engineer/Architect will review and take appropriate action regarding Contractor's submittals such as shop drawings and samples, but only for the limited purpose of checking for conformance with the Contract Documents. Review of such submittal is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities of for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor pursuant to the Contract Documents. Engineer/Architect's review does not relieve Contractor of its obligations under the Contract Documents. Engineer/Architect's review does not constitute approval of, and Engineer/Architect shall not give directions regarding, any construction means, methods, techniques, sequences, procedures, assembly or safety precautions.

15.3 Engineer/Architect shall have authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Contract or to protect the public and/or property. Engineer/Architect shall also have authority to reject all work, materials and equipment which do not conform to the Contract Documents and to decide questions raised by Contractor which arise in the execution of the Work.

15.4 Owner retains the sole authority to modify or extend the authority of the Engineer/Architect.

15.5 Engineer/Architect will make decisions in writing on all claims of the Contractor, and on all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. All such decisions of the Engineer/Architect shall be final.

#### **GC 16 TERMINATION OR SUSPENSION**

##### **16.1 OWNER'S RIGHT TO TERMINATE FOR CAUSE.**

16.1.1 Owner may terminate the Contract for cause if Contractor:

- A. Fails to supply enough properly skilled workers or proper materials;
- B. Fails to cure deficiencies after notice as provided in the Contract Documents;
- C. Fails, except in cases for which extension of time is provided, to maintain an established schedule thirty (30) calendar days behind a critical path activity;
- D. Fails to make prompt payments to subcontractors or for material, equipment or labor;
- E. Repeatedly disregards applicable laws, codes, ordinances, regulations or permit requirements;
- F. Fails to perform the Work consistent with the requirements of the Contract Documents;
- G. Materially fails to comply with substantial and final completion dates as required in the Contract Documents;
- H. Abandons or refuses to perform any portion of the Work;
- I. Is otherwise in substantial breach of the Contract Documents;
- J. Files a bankruptcy petition or has a bankruptcy action commenced against it that is not discharged within thirty (30) calendar days, or make an assignment for the benefit of its creditors, or has a receiver appointed to manage Contractor's assets, or is otherwise becoming insolvent.

16.1.2 When any of the above reasons exist, Owner may, without prejudice to any other right or remedy, and after giving Contractor and its Surety seven (7) calendar days written notice, terminate the employment of Contractor and, subject to any prior right of the surety:

- (i) Exclude the Contractor from the site and take possession of the premises and of all materials, equipment, tools and appliances thereon owned by Contractor;
- (ii) Accept assignment of subcontract pursuant to GC 13.2 and
- (iii) Finish the Work by whatever reasonable means Owner deems expedient.

16.1.3 When Owner terminates for cause, Contractor shall not be relieved from any of its obligations under the Contract Documents, and shall not be entitled to receive any further payment until Owner's costs to complete the Work is determined. In no event shall Contractor receive any payment for Work finished by Owner.

16.1.4 Owner shall determine its costs incurred in completing the Work, including fees and charges to contractors, fees of Engineer/Architect, attorney and other professional fees, court costs and other damages incurred by Owner. Owner shall not be required to obtain the lowest price for the work to be performed, but the costs paid by Owner must be reasonable. If the unpaid balance of the contract price shall exceed the Owner's costs to finish the Work, the excess shall be paid to Contractor. If Owner's costs exceed the unpaid balance, Contractor shall pay the difference to Owner. This obligation for payment shall survive termination of the Contract and final payment.

16.1.5 Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect

16.1.6 If Contractor's surety is directed or agrees to complete the Work, then all payments due after termination shall be made to the surety until the Work is complete and/or the Contract price has been expended. The surety shall then be responsible for all of the obligations and duties of Contractor under the Contract Documents and shall be bound by the conditions of the Contract Documents, this Contract and the Bond to fulfill all obligations of the Contract Documents for the contract price in effect as of termination. The surety may not assign those obligations without the written consent of Owner. The surety shall be responsible for the payment of all costs relating to the termination of the employment of Contractor. Contractor and its surety shall be jointly and severally liable for all costs in excess of the contract price for completion of the Work and for liquidated damages.

16.1.7 If, upon termination for cause it is determined that Contractor was not in default, the rights and obligations of the parties shall be as if the notice of termination has been issued for Owner's convenience.

## 16.2 SUSPENSION OR TERMINATION BY OWNER FOR CONVENIENCE.

16.2.1 Suspension for Owner's Convenience. Owner may, at any time, without cause, order Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as Owner may determine, for Owner's convenience. If Owner orders a suspension, the contract price and contract time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or that an equitable adjustment is made or denied under another provision of the Contract.

16.2.2 Termination by Owner for Convenience. Owner may, at any time, without cause, order terminate all or a portion of the Contract for Owner's convenience. Upon such termination, the contract price earned to the date of termination shall be paid to Contractor, but Contractor waives any claim for damages, including loss of profits arising out of or related to the early termination. Contractor may not recover overhead or profit for work not performed. Those Contract provisions which by their nature survive final payment shall remain in full force and effect.

16.3 CONTRACTOR OBLIGATIONS UPON TERMINATION. Upon receipt of written notice from Owner of termination, Contractor shall: (i) cease operations as directed by Owner in the notice; (ii) take actions necessary, or that Owner may direct for the protection and preservation of the Work; (iii) except for Work directed to be performed prior to the effective date of termination stated in the notice, and if directed by Owner, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and (iv) turn over all marked up Construction Drawings and record set documents showing progress to date. Owner may assume and become liable at its sole discretion for obligations, commitments and unsettled contractual claims that Contractor has previously undertaken or incurred in good faith in connection with said project. Owner shall reimburse Contractor for any unpaid and earned cost of the project as of the date of termination, less damages or setoffs applicable under the Contract Documents. Contractor shall, as a condition of receiving the payments referred to herein, execute and deliver all such papers and take all such steps including the legal assignment of his contractual rights, as Owner may require for the purpose of fully vesting in him the rights and benefits of Contractor under such obligations or commitments.

16.4 TERMINATION BY CONTRACTOR. The Contractor may terminate this Contract if the Work is stopped for a period exceeding 30 consecutive days, through no fault of act of Contractor or subcontractor or their suppliers or other person or entities performing Work under direct or indirect contract with Contractor, if order of a court or other public authority having jurisdiction requires all Work to be stopped; or an act of government, such as declaration of emergency, requires all Work to be stopped.

## GC 17 UNEXCUSED DELAY; LIQUIDATED DAMAGES

17.1 LIQUIDATED DAMAGES. If the actual completion date for substantial completion or final completion occurs later than the time indicated in the Contract Documents or later than the scheduled

completion date if a duly authorized change order for time is issued, liquidated damages in the amount(s) set forth in the Contract Documents shall be paid by Contractor for unexcused delay in performance of the Work. The reasonableness of the amount is agreed. No liquidated damages shall be charged for periods of authorized delay or suspension. Contractor agrees that Owner's actual damages in the event of unexcused delay are difficult to ascertain and therefore the parties agree that the sums established in the Contract Documents are reasonably related to what damages Owner may suffer and are enforceable liquidated damages and not penalties. Notwithstanding the above, Contractor agrees that liquidated damages do not include additional costs invoiced by Engineer/Architect to Owner for extended professional services arising out of an unexcused delay, and Contractor agrees to reimburse Owner for such actual costs incurred in addition to payment by Contractor of any liquidated damages. Owner is entitled to deduct any liquidated damages to which Owner is entitled from the final payment to Contractor. If the amount of liquidated damages due to Owner exceeds the final payment amount, Contractor shall pay the difference to Owner. This obligation for payment shall survive termination of the Contract and final payment. Owner does not waive any rights or other remedies under the Contract by the collection of liquidated damages. Liquidated damages will continue to be charged to the contract in the event of Contractor's default and continuation of the Work by Owner or surety. Owner may waive any portion or all of its claim for liquidated damages upon completion of the Work.

17.2 NO DAMAGES FOR DELAY. Contractor expressly agrees that a Change Order for an extension of the project completion date and substantial completion date constitutes its sole and exclusive remedies for efficiency or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing or passive interference by Owner, Engineer/Architect, or agents of either, and Contractor waives claims for any and all damages which it may suffer by reason of such claims, including but not limited to, lost profits, loss or impairment of bonding capacity, destruction of business, overhead, remobilization or demobilization costs, subcontractor delay claims, supervision, extended unabsorbed home office overhead, increase insurance costs, lost profits on alternate or unperformed contracts. Contractor hereby affirms that an extension of time is Contractor's sole and exclusive remedy. Apart from extension of time, no payment of claim for damages shall be made to Contractor as compensation for damages for any delays in the Work, whether such delay be avoidable or unavoidable.

## **GC 18 CLAIMS AND DISPUTES**

18.1 NOTICE OF CLAIMS OR DISPUTE. Claims or disputes by the Contractor must be initiated by written notice to Owner with a copy sent to Engineer/Architect. Unless otherwise specifically provided by law, claims must be initiated within twenty-one (21) calendar days after occurrence of the event giving rise to such claim or within twenty-one (21) calendar days after the Contractor first recognizes the condition giving rise to the claim, whichever is later.

18.2 CONTINUING PERFORMANCE. In the event of any claim or dispute, Contractor shall continue to diligently make progress on all Work, unless otherwise directed by Owner, and Owner shall continue to make payments in accordance with the Contract Documents. If the dispute regards payment or money, Contractor shall be obligated to proceed with all Work without waiving its claims under dispute.

18.3 DECISIONS ON CLAIMS. Engineer/Architect will make decisions in writing on all claims of the Contractor regarding performance under and the requirements of the Contract Documents, and on all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. The Engineer/Architect will review the claim and within fifteen (15) calendar days of receipt of the claim (or receipt of additional supporting information or data), take one or more of the following actions: (1) request additional information or supporting data from either party; (2) approve the claim; (3) reject the claim in whole or in part; (4) suggest a compromise; or (5) advise the parties that the Engineer/Architect is unable to resolve the claim if the Engineer/Architect lacks sufficient information to evaluate the claim, or if the Engineer/Architect concludes that it would be inappropriate for the Engineer/Architect to resolve the claim. If the Engineer/Architect requests a party to supply additional information, such party shall respond and provide any requested information within ten (10) calendar days. The Engineer/Architect's written decision shall notify the parties of any change in the Contract

Time or Contract Price or both. All such decisions of the Engineer/Architect shall be final and binding, but subject to mediation.

18.4 DECISIONS ON AESTHETICS. The Engineer/Architect's decision on matters relating aesthetic effect will be final if consistent with the intent of the Contract Documents and may not be appealed, mediated or litigated.

18.5 PAYMENT DISPUTES. With respect to disputes regarding payment requests, Owner shall review the payment application with Engineer/Architect and provide an opportunity for Contractor to state its claim within forty-five (45) calendar days after the date the rejected payment request was last received by Engineer/Architect. The final decision of Owner shall require approval by the City Administrator and be made within sixty (60) calendar days after the date the rejected payment request was last received by Engineer/Architect.

18.6 SUBCONTRACTOR DISPUTES. Any disputes which may arise between the Contractor and any subcontractor must be resolved between the parties concerned. The Owner will not undertake nor be in any way responsible for the resolution of such disputes between Contractor and its subcontractors.

18.7 MEDIATION. Notwithstanding any other provision, the parties agree that any unresolved dispute or claim shall be mediated. Any claim for mediation shall be made in writing within fifteen (15) calendar days of Engineer/Architect's written decision on the matter, or shall be waived. The Engineer/Architect shall serve as the mediator; however, with respect to disputes regarding the Work, the punch list or any other requirement for final completion, if the Engineer/Architect is an employee of Owner, the parties may mutually agree to have an independent professional engineer or professional construction mediator serve as the mediator. Notwithstanding, an initial decision by the Engineer/Architect shall be required as a condition precedent to mediation. The Owner and Contractor shall share the mediator's fee and any filing fees equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

18.8 WAIVER OF ARBITRATION. Owner and Contractor agree and expressly waive any and all provisions regarding arbitration, including any and all provisions regarding arbitration as a condition precedent to litigation contained elsewhere in any Contract Documents.

18.9 LEGAL REMEDIES. Owner and Contractor may exercise those legal remedies in the District Court for Palm Beach County, Florida, as may be available to them with respect to any dispute arising out of the Contract Documents for which the Engineer/Architect's decision is not final and pursuant to the dispute resolution process described in the Contract Documents and which Owner and Contractor are unable to resolve through change order or mediation. An initial decision by the Engineer/Architect shall be required as a condition precedent to litigation.

18.10 Governing Law; Jurisdiction; Venue; Litigation. The Contract Documents shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. Contractor and Owner submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Contractor agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

**GC 19 WARRANTY INSPECTION.** Prior to expiration of the warranty period(s), Contractor shall conduct, at its expense, with Owner and Engineer/Architect, a warranty inspection. Additionally, upon receipt of notice from Owner of failure of any part of the guaranteed Work, equipment or materials during the guarantee period, the defective Work, equipment parts or materials shall be replaced promptly with new equipment parts (or new equipment) and materials by Contractor, at no expense to Owner. This provision shall survive expiration or termination of the Contract.

**GC 20 ROYALTIES AND PATENTS.** Contractor shall pay for all royalties and license fees. Contractor indemnifies and shall defend and hold Owner and Engineer/Architect harmless from and against all claims, obligations, losses, costs, damages and expenses, including attorney fees in connection with any claims or actions based upon infringement of any patent arising out of the use of any materials or equipment or processes furnished or employed by Contractor under the Contract, unless a particular design, process or product of a particular manufacturer is required by the Contract Documents or where copyright violations are contained in the Construction Drawings or specifications prepared by the Engineer/Architect or Owner. If Contractor has reason to believe any required design, process or product is an infringement of a copyright or patent, Contractor shall immediately provide notice to Engineer/Architect.

**GC 21 LEGAL AND ETHICAL PROVISIONS**

21.1 **NO VERBAL AGREEMENTS.** No verbal agreement or conversation with any officer, agent or employee of Owner either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract. All Contract amendments or Change Orders shall be written and executed by both Owner and Contractor.

21.2 **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable City, State and Federal laws relating to the provision of services under this Contract, now or hereafter in effect. Contractor shall comply with all applicable City, State and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect. It shall not be grounds for a change order that Contractor failed to investigate the codes and regulations of all applicable government agencies with jurisdiction over the Work.

21.3 **SMALL BUSINESS REQUIREMENTS.** Contractor shall comply with the City of West Palm Beach's Small Business Ordinance set forth in Chapter 66 of the City Code, which is incorporated herein by reference. Contractor shall comply with the small business commitment contained in Contractor's Bid, or as approved by the Procurement Division. Contractor shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the Owner to inspect and audit such records.

21.4. **ETHICS; CONFLICTS OF INTEREST**

a. Contractor represents that it has not given or accepted a kickback in relation to the Contract and has not solicited the Contract by payment or acceptance of a gratuity or offer of employment.

b. Contractor represents that it has not solicited the Contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

c. Contractor represents that it does not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, or member of any board, committee or agency of the City.

d. Contractor represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any city agency, any employee of the city or any city agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding the Contractor or its business.

e. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under the Contract.



f In the event Contractor is permitted to utilize subcontractors to perform any work under the Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this condition.

21.5. LOBBYING CERTIFICATION. Contractor certifies to the best of its knowledge and belief that no funds or other resources received from the state in connection with the Contract will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

21.6 NON-COLLUSION. Contractor certifies that it has not entered into any agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other bidders or contractors. (F.S. 838.22).

21.7 PUBLIC ENTITY CRIMES. By executing a Contract with Owner, Contractor certifies that Contractor, its affiliates, suppliers, subcontractors and consultants who will perform under the Contract have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date of the Invitation to Bid and that execution of the Contract will not violate the Public Entities Crimes Act (Sec. 287.133, Florida Statutes. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

21.8 SCRUTINIZED COMPANIES. For Contracts over \$1 million, in accordance with Sec. 215.473 Fla. Stat., Contractor certifies that at the time of bid or contract, Contractor is not a Scrutinized Company on the Contractors with Activities in Sudan List or the Activities in the Iran Petroleum Energy Sector List and does not engage in business operations in Cuba or Syria. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

21.9 UNAUTHORIZED ALIENS/PATRIOT'S ACT. The knowing employment by Contractor or its subcontractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of the Contract. Contractor shall take all commercially reasonable precautions to ensure that it and its sub-contractors do not employ persons who are not authorized to work by the immigration laws or the Attorney General of the United States. Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended and reinstated (the "Patriot Act"). Contractor represents it is not a Prohibited Person under the Executive Order or Patriot Act.

21.10. NON-DISCRIMINATION. In performing under the Contract, Contractor shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

21.11 APPRENTICES. If Contractor employs apprentices on the project, the behavior of Contractor and Owner shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. Contractor will include a provision similar to the foregoing sentence in each subcontract.

21.12 AVAILABILITY OF FUNDS. The Contract is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the Owner. If funding for the Contract is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the work or services to be rendered or paid for in succeeding fiscal years. In the event funds to finance the Contract

become unavailable, Owner may terminate the Contract upon no less than twenty-four (24) hours notice to Contractor. The Owner shall be the sole and final authority as to the availability of funds.

21.13 RIGHT TO AUDIT. Contractor shall maintain adequate records of the services for at least five (5) years from project occupancy. Owner, during Contractor's business hours and with at least 24 hours prior notice to Contractor, shall have the right to audit Contractor's books and records, at Owner's expense, with regard to the accounts and services provided to or on behalf of Owner under this Contract to ensure that all aspects of the Contract are being met. Contractor shall allow the Owner or its representative to interview all current or former employees to discuss matters pertinent to the Contract. If an audit inspection in accordance with this condition discloses overpricing or overcharges (of any nature) by Contractor to Owner in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Contractor and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Contractor within 45 days from presentation of City's findings to Contractor. Failure by Contractor to permit such audit shall be cause for termination of this Contract by Owner. In addition to the foregoing, Contractor consents to the Owner requesting from the insurance carriers confirmation of all fees paid to Contractor arising out or related to the City's insurance coverages during the term of the Contract.

21.14 INSPECTOR GENERAL. 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 the Contract, and may demand and obtain records and testimony from the 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 Owner to be a material breach of the Contract justifying its termination.

21.15 INDEPENDENT CONTRACTOR. Contractor represents that it is properly experienced, licensed, equipped and financed to perform the work. Contractor acknowledges and agrees that it is an independent contractor of Owner and is not an employee of Owner and shall maintain control over its employees, subcontractors and work methods. Contractor more specifically acknowledges that it: will not be eligible to participate in any employee benefit maintained by Owner; will not be covered by Owner's workers' compensation insurance; and will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by Owner to Contractor under the Contract.

21.16 LIENS. Contractor acknowledges that no liens may attach to the subject improvements and property as a public project. Nevertheless, Contractor agrees to keep the project, the buildings thereon and the property free of liens for or on account of any work done or materials furnished under the Contract. In the event any such lien is filed, Contractor shall, within five (5) days after written notice by Owner, discharge the lien(s) or cause a satisfaction of such lien(s) to be recorded in the Public Records of Palm Beach County, Florida, or post a bond sufficient to release the lien(s) and cause the Clerk of the Circuit Court of Palm Beach County to discharge such lien, as may be appropriate. In the event Contractor fails to so discharge or bond the lien(s), Owner shall have the right, but not the obligation, to discharge or bond the lien(s) and shall have the right to retain out of any payment then due or thereafter to become due to the Contractor, monies sufficient to discharge the amount of such lien(s) and Owner's costs and reasonable attorneys' fees incurred.

21.17 LITIGATION. In the event suit is filed to construe or enforce this Agreement, each party in such suit shall bear its own costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs through trial and appeal. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT.

## GC 22 MISCELLANEOUS

22.1 NOTICES. All written notices and other communications required or provided for under this Contract shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or hand delivered to the following address and person bearing the following title for each party hereto or such other addressee or person as shall be designated by a party in a written notice given in the manner required hereby:

to Owner:

City of West Palm Beach  
Attn.: Director of Engineering & Public Works  
P.O. Box 3366  
(401 Clematis Street (33401))  
West Palm Beach, FL 33402-3366

to Contractor:

[to Contractor at the address listed on the first page of this Contract to the attention of the Project Manager]

22.2 PUBLIC RECORDS. Contractor shall comply with Chapter 119, Florida Statutes, regarding access to public records. Failure of compliance may be cause for termination by Owner.

22.3 SPECIFIC WAIVER. Any waiver issued by Owner of any provision of the Contract Documents shall only be effective if issued in writing by Owner and shall be specific, shall apply only to the particular matter concerned, and shall not apply to other similar or dissimilar matters. Either party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in the Contract shall not be construed as a waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth herein, or waiver or relinquishment of the same covenant, term, condition, promise, agreement or undertaking at any time in the future.

22.4 HEADINGS; INDEX. The headings and the table of contents or index contained in these General Conditions are provided for convenience only.

22.5 INTEGRATION. The Contract constitutes the entire agreement between Contractor and Owner and supersedes all prior verbal and written agreements, understandings, negotiations and discussions between the parties hereto. The Invitation to Bid and its terms and conditions are incorporated herein and made a part of this Contract. No verbal agreement or conversation with any officer, agent or employee of Owner either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

22.6 SEVERABILITY. The invalidity, illegality or unenforceability of any provision of the Contract shall not affect the validity, legality or enforceability or any other provision of the Contract and the Contract shall be construed and enforced in all respects as if the invalid, illegal or unenforceable provision is not contained herein.

22.7 ASSIGNMENT. Contractor shall not assign the Contract as a whole or in part without the written consent of Owner, nor shall Contractor assign any monies due or to become due to it hereunder without the previous written consent of Owner and its surety. Assigning the Contract shall not relieve Contractor or his surety from any contract obligations.

\* \* \* \* \*

## Fee Schedule



<i>Item</i>	<i>Item Description</i>	<i>Est. Quant.</i>	<i>Units</i>	<i>Unit Price</i>	<i>Amount</i>
1	Road Finishing Crew consisting of a minimum of three (3) experienced operators, includes: motor grader, roller & water wagon when necessary requested, to prepare a shell, limerock, or crushed concrete road base, stabilized subgrade & asphalt roadway w/ striping in compliance with the latest City of WPB standard specifications. Payment shall be made by the hour for road finishing crew & shall include: equipment, labor, water, all required testing, and all misc associated costs. Material not included in this item.	XXX	HR	\$350.00	
2	Crew - Concrete, Ductile Iron, PVC, HDPE, or Metal Pipe Laying: consisting of a foreman (with 30 hrs of OSHA training), a minimum of three (3) experienced men, including layout, excavating, installing, back filling equipment, and roadway repair necessary for laying pipe up to and including 36" diameter. Materials not included in this item.		HR	\$375.00	
A.	Dump Truck, 15-28 cu. yd. capacity when requested with item #2 only.	XXX	HR	\$55.00	15-18 CY
B.	Well Point equipment up to 150 points complete including pump and jetting equipment when requested with item #2 only (Inc. Dewatering Permits).	XXX	HR	\$150.00	
3	Crew - Concrete, Ductile Iron, PVC, HDPE, or Metal Pipe Laying: consisting of a foreman (with 30 hrs of OSHA training), a minimum of three (3) experienced men, including layout, excavating, installing, back filling equipment, and roadway repair necessary for laying pipe greater than 36" up to 84" diameter. Materials not included in this item.	XXX	HR	\$400.00	
A.	Dump Truck, 15-18 cu. yd. capacity when requested with item #3 only	XXX	HR	\$55.00	
B.	Well Point Equipment up to 150 points complete including pump and Jetting equipment when requested with item #3 only (including Dewatering Permit).	XXX	HR	\$150.00	

## Fee Schedule



<i>Item</i>	<i>Item Description</i>	<i>Est. Quant.</i>	<i>Units</i>	<i>Unit Price</i>	<i>Amount</i>
4	Four Man Repair Crew, including one Foreman (with 30 hrs of OSHA training) and three experienced skilled tradesman, and all equipment and tools necessary for construction, maintenance, and emergency repairs of facility including Water Treatment Plants, Wastewater Treatment Plants, pump stations, and utility mains. Materials not included in this item.	XXX	HR	\$425.00	
A.	Dump Truck, 15-18 cu. yd. capacity when requested with item #4 only.	XXX	HR	\$55.00	
B.	Well Point Equipment up to 150 Points complete including pump and Jetting equipment when requested with item #4 only (including Dewatering Permit).	XXX	HR	\$150.00	
<b>ROADWAY</b>					
1.	Remove Existing Roadway Pavement	100	S.Y.	\$10.00	\$1,000.00
2.	Remove Existing Roadway Base (aggregate)	100	S.Y.	\$7.00	\$700.00
3.	Remove Existing Roadway Base (concrete)	100	S.Y.	\$25.00	\$2,500.00
4.	2-1/2" A.C.S.C. Type S-1, incl. Tack Coats and Prime Coats	100	S.Y.	\$31.25	\$3,125.00
5.	2" A.C.S.C. Type S-III, incl. Tack Coats and Prime Coats	100	S.Y.	\$25.00	\$2,500.00
6.	Compacted Crushed Concrete/Limerock Roadway Base (10" thick)	100	S.Y.	\$20.00	\$2,000.00
7.	12" Compacted Subgrade	100	S.Y.	\$15.00	\$1,500.00
8.	Mill and Resurface (up to 1-1/4" A.C.S.C. Type S-I)	400	S.Y.	\$21.00	\$8,400.00
9.	Mill and Resurface (up to 1 A.C.S.C. Type S-III)	400	S.Y.	\$19.00	\$7,600.00
10.	Temporary Striping (4")	100	LF	\$2.00	\$200.00
11.	Temporary Striping (6")	100	LF	\$3.00	\$300.00
12.	Temporary Striping (12")	100	LF	\$5.00	\$500.00
13.	Striping (Thermoplastic, 4")	100	LF	\$3.00	\$300.00
14.	Striping (Thermoplastic, 6")	100	LF	\$4.00	\$400.00
15.	Striping (Thermoplastic, 12")	100	LF	\$6.00	\$600.00
16.	Special saw cuts for pavement	50	LF	\$7.00	\$350.00
17.	Supply and Installation of FDOT Concrete Bumper Guard	10	EA	\$55.00	\$550.00
18.	Furnish and Installation of ADA-compliant detectable surface	50	SF	\$50.00	\$2,500.00
19.	Supply and Installation of ADA compliant welded aluminum handrail	25	LF	\$80.00	\$2,000.00

## Fee Schedule



<i>Item</i>	<i>Item Description</i>	<i>Est. Quant.</i>	<i>Units</i>	<i>Unit Price</i>	<i>Amount</i>
	<b>STORM SEWER:</b>				
20.	15" RCP, Class III	200	LF	\$45.00	\$9,000.00
21.	18" RCP, Class III	200	LF	\$58.00	\$11,600.00
22.	24" RCP, Class III	200	LF	\$63.00	\$12,600.00
23.	30" RCP, Class III	100	LF	\$100.00	\$10,000.00
24.	36" RCP, Class III	100	LF	\$115.00	\$11,500.00
25.	42" RCP, Class III	100	LF	\$125.00	\$12,500.00
26.	48" RCP, Class III	100	LF	\$155.00	\$15,500.00
27.	60" RCP, Class III	100	LF	\$225.00	\$22,500.00
28.	72" RCP, Class III	100	LF	\$315.00	\$31,500.00
29.	Adjust Existing Storm Manhole/Inlet Top	25	EA	\$750.00	\$18,750.00
30.	Storm Inlet, Type C	15	EA	\$3,050.00	\$45,750.00
31.	Storm Inlet, Type E	15	EA	\$3,550.00	\$53,250.00
32.	Storm Inlet, Type P-5	15	EA	\$5,050.00	\$75,750.00
33.	Storm Inlet, Type P-6	15	EA	\$5,150.00	\$77,250.00
34.	Storm Manhole, Type P (3.5' x 6') (up to 6' depth)	1	EA	\$4,800.00	\$4,800.00
34a.	Additional depth to Bid Item 34 per 1 foot increment	1	LF	\$500.00	\$500.00
35.	Storm Manhole, Type J (3.5'x6') (up to 6' depth)	1	EA	\$4,550.00	\$4,550.00
35a.	Additional depth to Bid Item 35 per 1 foot increment	1	LF	\$500.00	\$500.00
36.	Storm Manhole, Type J (5'X5') (up to 6' depth)	1	EA	\$6,050.00	\$6,050.00
36a.	Additional depth to Bid Item 36 per 1 foot increment	1	LF	\$650.00	\$650.00
37.	Storm Manhole, Type J (6'X6') (up to 6' depth)	1	EA	\$5,675.00	\$5,675.00
37a.	Additional depth to Bid Item 37 per 1 foot increment	1	LF	\$650.00	\$650.00
38.	12"X18" Oval RCP	100	LF	\$71.00	\$7,100.00
	<b>PRESSURE PIPE (WATER MAIN):</b>				
39.	4" C-900 PVC Water Main	100	LF	\$35.00	\$3,500.00
40.	6" C-900 PVC Water Main	100	LF	\$40.00	\$4,000.00
41.	8" C-900 PVC Water Main	100	LF	\$45.00	\$4,500.00
42.	10" C-900 PVC Water Main	100	LF	\$50.00	\$5,000.00
43.	12" C-900 PVC Water Main	100	LF	\$65.00	\$6,500.00
44.	4" PVC Mega-Lug Kits	50	EA	\$40.00	\$2,000.00
45.	6" PVC Mega-Lug Kits	50	EA	\$50.00	\$2,500.00
46.	8" PVC Mega-Lug Kits	50	EA	\$65.00	\$3,250.00
47.	10" PVC Mega-Lug Kits	50	EA	\$99.00	\$4,950.00
48.	12" PVC Mega-Lug Kits	50	EA	\$135.00	\$6,750.00

## Fee Schedule



<i>Item</i>	<i>Item Description</i>	<i>Est. Quant.</i>	<i>Units</i>	<i>Unit Price</i>	<i>Amount</i>
49.	4" Cement-lined DIP Water Main Class 52	100	LF	\$52.00	\$5,200.00
50.	6" Cement-lined DIP Water Main Class 52	100	LF	\$55.00	\$5,500.00
51.	8" Cement-lined DIP Water Main Class 52	100	LF	\$61.00	\$6,100.00
52.	10" Cement-lined DIP Water Main Class 52	100	LF	\$68.00	\$6,800.00
53.	12" Cement-lined DIP Water Main Class 52	100	LF	\$85.00	\$8,500.00
54.	16" Cement-lined DIP Water Main Class 51	100	LF	\$130.00	\$13,000.00
55.	18" Cement-lined DIP Water Main Class 51	100	LF	\$175.00	\$17,500.00
56.	20" Cement-lined DIP Water Main Class 51	100	LF	\$200.00	\$20,000.00
57.	24" Cement-lined DIP Water Main Class 51	100	LF	\$220.00	\$22,000.00
58.	30" Cement-lined DIP Water Main Class 51	100	LF	\$275.00	\$27,500.00
59.	36" Cement-lined DIP Water Main Class 51	100	LF	\$345.00	\$34,500.00
60.	4" Cement-lined DIP Fittings	1	TON	\$6,925.00	\$6,925.00
61.	6" Cement-lined DIP Fittings	1	TON	\$6,925.00	\$6,925.00
62.	8" Cement-lined DIP Fittings	1	TON	\$6,925.00	\$6,925.00
63.	10" Cement-lined DIP Fittings	1	TON	\$6,925.00	\$6,925.00
64.	12" Cement-lined DIP Fittings	1	TON	\$6,925.00	\$6,925.00
65.	16" Cement-lined DIP Fittings	1	TON	\$6,925.00	\$6,925.00
66.	18" Cement-lined DIP Fittings	1	TON	\$6,925.00	\$6,925.00
67.	20" Cement-lined DIP Fittings	1	TON	\$6,925.00	\$6,925.00
68.	24" Cement-lined DIP Fittings	1	TON	\$7,500.00	\$7,500.00
69.	30" Cement-lined DIP Fittings	1	TON	\$12,000.00	\$12,000.00
70.	36" Cement-lined DIP Fittings	1	TON	\$15,000.00	\$15,000.00
71.	1" Single Water Service (Type K, up to 10') incl. Meter Box, complete	20	EA	\$1,000.00	\$20,000.00
71a.	Additional length to Bid Item 71 per 1 foot increment	40	LF	\$15.00	\$600.00
72.	1" Single Water Service (Polytube, up to 10') incl. Meter Box complete	20	EA	\$1,000.00	\$20,000.00
72a.	Additional length to Bid Item 72 per 1 foot increment	40	LF	\$15.00	\$600.00
73.	2" Single Water Service (Type K, up to 10') incl. Meter Box complete	20	EA	\$1,700.00	\$34,000.00
73a.	Additional length to Bid Item 73 per 1 foot increment	40	EA	\$25.00	\$1,000.00
74.	2" Single Water Service (Polytube, up to 10') incl. Meter Box complete	20	EA	\$1,700.00	\$34,000.00

## Fee Schedule



<i>Item</i>	<i>Item Description</i>	<i>Est. Quant.</i>	<i>Units</i>	<i>Unit Price</i>	<i>Amount</i>
74a.	Additional length to Bid Item 74 per 1 foot increment	40	EA	\$25.00	\$1,000.00
75.	2" Temporary Water Main incl. temporary fittings and temporary service connections, complete	100	LF	\$28.00	\$2,800.00
76.	Air Release Valve Manhole, complete w/ exterior coating	1	EA	\$6,000.00	\$6,000.00
77.	Sample point and Bacteriological Testing	10	EA	\$850.00	\$8,500.00
78.	4" R.S.G.V. with Valve Box	1	EA	\$950.00	\$950.00
79.	6" R.S.G.V. with Valve Box	1	EA	\$1,250.00	\$1,250.00
80.	8" R.S.G.V. with Valve Box	1	EA	\$1,875.00	\$1,875.00
81.	10" R.S.G.V. with Valve Box	1	EA	\$2,500.00	\$2,500.00
82.	12" R.S.G.V. with Valve Box	1	EA	\$2,900.00	\$2,900.00
83.	20" R.S.G.V. with Valve Box	1	EA	\$16,500.00	\$16,500.00
84.	24" R.S.G.V. with Valve Box	1	EA	\$25,000.00	\$25,000.00
85.	30" R.S.G.V. with Valve Box	1	EA	\$40,000.00	\$40,000.00
86.	36" R.S.G.V. with Valve Box	1	EA	\$52,000.00	\$52,000.00
87.	Fire Hydrant	5	EA	\$4,500.00	\$22,500.00
<b>PRESSURE PIPE (FORCE MAIN):</b>					
88.	4" Epoxy-lined DIP Force Main, Class 52	100	LF	\$85.00	\$8,500.00
89.	6" Epoxy-lined DIP Force Main, Class 52	100	LF	\$90.00	\$9,000.00
90.	8" Epoxy-lined DIP Force Main, Class 52	100	LF	\$100.00	\$10,000.00
91.	10" Epoxy-lined DIP Force Main, Class 52	100	LF	\$105.00	\$10,500.00
92.	12" Epoxy-lined DIP Force Main, Class 52	100	LF	\$120.00	\$12,000.00
93.	16" Epoxy-lined DIP Force Main, Class 51	100	LF	\$150.00	\$15,000.00
94.	18" Epoxy-lined DIP Force Main, Class 51	100	LF	\$210.00	\$21,000.00
95.	20" Epoxy-lined DIP Force Main, Class 51	100	LF	\$245.00	\$24,500.00
96.	24" Epoxy-lined DIP Force Main, Class 51	100	LF	\$270.00	\$27,000.00
97.	30" Epoxy-lined DIP Force Main, Class 51	100	LF	\$330.00	\$33,000.00
98.	36" Epoxy-lined DIP Force Main, Class 51	100	LF	\$400.00	\$40,000.00
99.	4" Epoxy-lined DIP Fittings	1	TON	\$11,275.00	\$11,275.00
100.	6" Epoxy-lined DIP Fittings	1	TON	\$11,275.00	\$11,275.00
101.	8" Epoxy-lined DIP Fittings	1	TON	\$11,275.00	\$11,275.00
102.	10" Epoxy-lined DIP Fittings	1	TON	\$11,275.00	\$11,275.00
103.	12" Epoxy-lined DIP Fittings	1	TON	\$11,275.00	\$11,275.00



## Fee Schedule



<i>Item</i>	<i>Item Description</i>	<i>Est. Quant.</i>	<i>Units</i>	<i>Unit Price</i>	<i>Amount</i>
104.	16" Epoxy-lined DIP Fittings	1	TON	\$11,275.00	\$11,275.00
105.	18" Epoxy-lined DIP Fittings	1	TON	\$11,275.00	\$11,275.00
106.	20" Epoxy-lined DIP Fittings	1	TON	\$11,275.00	\$11,275.00
107.	24" Epoxy-lined DIP Fittings	1	TON	\$12,500.00	\$12,500.00
108.	30" Epoxy-lined DIP Fittings	1	TON	\$15,000.00	\$15,000.00
109.	36" Epoxy-lined DIP Fittings	1	TON	\$18,000.00	\$18,000.00
110.	4" Plug Valve w/Valve Box	1	EA	\$1,200.00	\$1,200.00
111.	6" Plug Valve w/Valve Box	1	EA	\$1,800.00	\$1,800.00
112.	8" Plug Valve w/Valve Box	1	EA	\$2,100.00	\$2,100.00
113.	12" Plug Valve w/Valve Box	1	EA	\$3,300.00	\$3,300.00
114.	16" Plug Valve w/Valve Box	1	EA	\$7,300.00	\$7,300.00
115.	18" Plug Valve w/Valve Box	1	EA	\$8,500.00	\$8,500.00
116.	20" Plug Valve w/Valve Box	1	EA	\$10,000.00	\$10,000.00
117.	24" Plug Valve w/Valve Box	1	EA	\$20,900.00	\$20,900.00
118.	30" Plug Valve w/Valve Box	1	EA	\$30,000.00	\$30,000.00
119.	36" Plug Valve w/Valve Box	1	EA	\$37,500.00	\$37,500.00
	<b>PRESSURE PIPE (WATER/FORCE MAIN):</b>				
120.	8" HDPE (SDR11) Pipe	100	LF	\$55.00	\$5,500.00
121.	10" HDPE (SDR11) Pipe	100	LF	\$65.00	\$6,500.00
122.	12" HDPE (SDR11) Pipe	100	LF	\$75.00	\$7,500.00
123.	16" HDPE (SDR11) Pipe	100	LF	\$100.00	\$10,000.00
124.	18" HDPE (SDR11) Pipe	100	LF	\$125.00	\$12,500.00
125.	20" HDPE (SDR11) Pipe	100	LF	\$185.00	\$18,500.00
126.	24" HDPE (SDR11) Pipe	100	LF	\$210.00	\$21,000.00
127.	30" HDPE (SDR11) Pipe	100	LF	\$325.00	\$32,500.00
128.	36" HDPE (SDR11) Pipe	100	LF	\$795.00	\$79,500.00
129.	12" Butterfly Valve w/Valve Box	1	EA	\$2,400.00	\$2,400.00
130.	16" Butterfly Valve w/Valve Box	1	EA	\$3,500.00	\$3,500.00
131.	20" Butterfly Valve w/Valve Box	1	EA	\$6,500.00	\$6,500.00
132.	24" Butterfly Valve w/Valve Box	1	EA	\$8,500.00	\$8,500.00
133.	30" Butterfly Valve w/Valve Box	1	EA	\$14,000.00	\$14,000.00
134.	36" Butterfly Valve w/Valve Box	1	EA	\$16,000.00	\$16,000.00
135.	4" Field-Lok Gaskets	50	EA	\$80.00	\$4,000.00
136.	6" Field-Lok Gaskets	50	EA	\$105.00	\$5,250.00
137.	8" Field-Lok Gaskets	50	EA	\$150.00	\$7,500.00
138.	10" Field-Lok Gaskets	50	EA	\$190.00	\$9,500.00
139.	12" Field-Lok Gaskets	50	EA	\$215.00	\$10,750.00
140.	16" Field-Lok Gaskets	50	EA	\$500.00	\$25,000.00
141.	18" Field-Lok Gaskets	50	EA	\$610.00	\$30,500.00
142.	20" Field-Lok Gaskets	50	EA	\$705.00	\$35,250.00
143.	24" Field-Lok Gaskets	50	EA	\$975.00	\$48,750.00
144.	30" Field-Lok Gaskets	50	EA	\$2,100.00	\$105,000.00

## Fee Schedule



<i>Item</i>	<i>Item Description</i>	<i>Est. Quant.</i>	<i>Units</i>	<i>Unit Price</i>	<i>Amount</i>
145.	36" Field-Lok Gaskets	50	EA	\$2,290.00	\$114,500.00
146.	4" DIP Mega-Lug Kits	50	EA	\$50.00	\$2,500.00
147.	6" DIP Mega-Lug Kits	50	EA	\$65.00	\$3,250.00
148.	8" DIP Mega-Lug Kits	50	EA	\$90.00	\$4,500.00
149.	10" DIP Mega-Lug Kits	50	EA	\$290.00	\$14,500.00
150.	12" DIP Mega-Lug Kits	50	EA	\$335.00	\$16,750.00
151.	16" DIP Mega-Lug Kits	50	EA	\$340.00	\$17,000.00
152.	18" DIP Mega-Lug Kits	50	EA	\$410.00	\$20,500.00
153.	20" DIP Mega-Lug Kits	50	EA	\$525.00	\$26,250.00
154.	24" DIP Mega-Lug Kits	50	EA	\$700.00	\$35,000.00
155.	30" DIP Mega-Lug Kits	50	EA	\$1,365.00	\$68,250.00
156.	36" DIP Mega-Lug Kits	50	EA	\$1,675.00	\$83,750.00
157.	Air Release Valve Manhole, complete w/ interior and exterior coating	5	EA	\$9,000.00	\$45,000.00
<b>SANITARY SEWER:</b>					
158.	Sanitary Sewer MH (4' Dia., up to 6' depth), complete	5	EA	\$3,500.00	\$17,500.00
158a.	Additional depth to Bid Item 158 per 1 foot increment	5	LF	\$500.00	\$2,500.00
159.	Sanitary Sewer MH (6' Dia., up to 6' depth), complete	1	EA	\$4,600.00	\$4,600.00
159a.	Additional depth to Bid Item 159 per 1 foot increment	5	LF	\$650.00	\$3,250.00
160.	MH Drop Connection (up to 6' depth)	5	EA	\$3,500.00	\$17,500.00
160a.	Additional depth to Bid Item 160 per 1 foot increment	5	LF	\$600.00	\$3,000.00
161.	6" Sanitary Sewer Lateral (up to 20') incl. Cleanout, complete	1	EA	\$1,200.00	\$1,200.00
161a.	Additional length to Bid Item 161 per 1 foot increment	5	LF	\$25.00	\$125.00
162.	Adjust San. MH Top	5	EA	\$750.00	\$3,750.00
163.	6" PVC SDR 26	100	LF	\$25.00	\$2,500.00
164.	8" PVC SDR 26	100	LF	\$46.00	\$4,600.00
165.	10" PVC SDR 26	100	LF	\$53.00	\$5,300.00
166.	12" PVC SDR 26	100	LF	\$58.00	\$5,800.00
167.	15" PVC SDR 26	100	LF	\$62.00	\$6,200.00
168.	24" PVC SDR 26	100	LF	\$115.00	\$11,500.00
169.	30" PVC SDR 26	100	LF	\$190.00	\$19,000.00
170.	6" x 6" PVC SDR 26 Wye	10	EA	\$75.00	\$750.00
171.	8" x 6" PVC SDR 26 Wye	10	EA	\$100.00	\$1,000.00
172.	10" x 6" PVC SDR 26 Wye	10	EA	\$200.00	\$2,000.00
173.	12" x 6" PVC SDR 26 Wye	10	EA	\$225.00	\$2,250.00
174.	15" x 6" PVC SDR 26 Wye	10	EA	\$750.00	\$7,500.00
175.	24" x 6" PVC SDR 26 Wye	10	EA	\$4,500.00	\$45,000.00
176.	30" x 6" PVC SDR 26 Wye	10	EA	\$7,000.00	\$70,000.00

## Fee Schedule



<i>Item</i>	<i>Item Description</i>	<i>Est. Quant.</i>	<i>Units</i>	<i>Unit Price</i>	<i>Amount</i>
177.	4" Fernco Coupling w/shear rings	10	EA	\$200.00	\$2,000.00
178.	6" Fernco Coupling w/shear rings	10	EA	\$250.00	\$2,500.00
179.	8" Fernco Coupling w/shear rings	10	EA	\$375.00	\$3,750.00
180.	10" Fernco Coupling w/shear rings	10	EA	\$400.00	\$4,000.00
181.	12" Fernco Coupling w/shear rings	10	EA	\$450.00	\$4,500.00
182.	15" Fernco Coupling w/shear rings	10	EA	\$475.00	\$4,750.00
183.	24" Fernco Coupling w/shear rings	10	EA	\$1,225.00	\$12,250.00
184.	30" Fernco Coupling w/shear rings	10	EA	\$1,350.00	\$13,500.00
<b>CONCRETE:</b>					
185.	Removal & Disposal of 4" thick Concrete	100	SF	\$10.00	\$1,000.00
186.	Removal & Disposal of 6" thick Concrete	100	SF	\$11.00	\$1,100.00
187.	Concrete (4" thick)	100	SY	\$60.00	\$6,000.00
188.	Concrete (6" thick)	100	SY	\$65.00	\$6,500.00
189.	FDOT Handicap Ramp	100	SY	\$75.00	\$7,500.00
190.	Installation of FDOT Type "D" curb – by hand	50	LF	\$30.00	\$1,500.00
191.	Installation of FDOT Type "D" curb – by machine	50	LF	\$20.00	\$1,000.00
192.	Installation of FDOT Type "F" curb – by hand	50	LF	\$35.00	\$1,750.00
193.	Installation of FDOT Type "F" curb – by machine	50	LF	\$30.00	\$1,500.00
194.	Installation of FDOT Valley Gutter – by hand	50	LF	\$35.00	\$1,750.00
195.	Installation of FDOT Valley Gutter – by machine	50	LF	\$25.00	\$1,250.00
196.	Installation of Header Curb – by hand	50	LF	\$30.00	\$1,500.00
197.	Installation of FDOT Asphaltic Concrete Curb	50	LF	\$50.00	\$2,500.00
198.	Installation of FDOT mitered end section for 15" diameter RCP	10	EA	\$800.00	\$8,000.00
199.	Installation of FDOT mitered end section for 15" diameter HDPE pipe	10	EA	\$825.00	\$8,250.00
200.	Installation of FDOT mitered end section for 18" diameter HDPE pipe	10	EA	\$975.00	\$9,750.00
201.	Installation of FDOT mitered end section for 18" diameter RCP	10	EA	\$990.00	\$9,900.00
202.	Special saw cuts for concrete	100	LF	\$45.00	\$4,500.00
<b>MISCELLANEOUS:</b>					
203.	Removal & disposal of soil to implement improvements	100	CY	\$31.00	\$3,100.00
204.	Supply, replace & compact clean fill	100	CY	\$20.00	\$2,000.00
205.	Supply & installation of natural stone riprap	200	TON	\$100.00	\$20,000.00

## Fee Schedule



<i>Item</i>	<i>Item Description</i>	<i>Est. Quant.</i>	<i>Units</i>	<i>Unit Price</i>	<i>Amount</i>
206.	Supply & installation of broken concrete riprap	200	TON	\$65.00	\$13,000.00
207.	Supply & install sand-cement riprap	100	CY	\$450.00	\$45,000.00
208.	Removal & disposal of existing culvert pipe (any material)	50	LF	\$26.00	\$1,300.00
209.	Supply & installation of Bahia Sod – up to 1000 SF	1000	SF	\$1.50	\$1,500.00
210.	Supply & installation of Bahia Sod – over 1000 SF	2000	SF	\$1.00	\$2,000.00
211.	Supply & installation of Floratam Sod – up to 1000 SF	1000	SF	\$3.00	\$3,000.00
212.	Supply & installation of Floratam Sod – over 1000 SF	2000	SF	\$2.00	\$4,000.00
213.	Supply & installation of FDOT Seed & Mulch Mix	1000	SF	\$1.00	\$1,000.00
214.	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix	10	HR	\$100.00	\$1,000.00
215.	FDOT Guard Rail with no end treatment	50	FT	\$33.00	\$1,650.00
216.	Canal Excavation (sand & silt)	100	CY	\$12.00	\$1,200.00
217.	Lake Canal Bank Restoration	100	SF	\$20.00	\$2,000.00
218.	Surveyor (as-built records approved by City of W.P.B.)	XXX	HR	\$145.00	
218a.	Field Crew	XXX	HR	\$190.00	
218b.	Drafting/Cad.	XXX	HR	\$105.00	
<b>APPROVED MOT:</b>					
219a.	Arrow Board	1	EA	\$125.00	\$125.00
219b.	Sign Board	1	EA	\$175.00	\$175.00
220c.	Standard Barricades w/Lights	1	EA	\$9.00	\$9.00
220d.	Corral Barricades w/Lights	1	EA	\$10.00	\$10.00
220e.	Road Sign w/Lights	1	EA	\$10.00	\$10.00
220f.	FDOT-approved Traffic Cones	10	EA	\$8.00	\$80.00
<b>LABOR RATE</b> (For any other work not mentioned above, the contractor will apply the labor to the quote)					
	Foreman	XXX	HR	\$75.00	
	Laborer	XXX	HR	\$45.00	
<b>ALTERNATE BID</b>					
	The following equipment is to be furnished with operator				
1.	One tractor bulldozer, size D-5 or equivalent offering. (Make/Model) <b>John Deere 650</b>	XXX	HR	\$185.00	4 hour minimum
2.	One self-loading scraper, pan and tractor, rubber-tired, 20 cu. yd. capacity.	XXX	HR	\$500.00	8 hour minimum

## Fee Schedule



<i>Item</i>	<i>Item Description</i>	<i>Est. Quant.</i>	<i>Units</i>	<i>Unit Price</i>	<i>Amount</i>
3.	One dragline, 1 Cu. Yd. Capacity	XXX	HR	\$450.00	8 hour minimum and must add mobilization (using alt equipment items/labor required)
4.	One road pothole patch crew, including truck and hot mix asphalt, and necessary crew to patch potholes.	XXX	HR	\$375.00	Type S Asphalt - Handwork
5.	One dragline, 2-1/2 Cu. Yd. Capacity	XXX	HR	\$490.00	8 hour minimum and must add mobilization (using alt equipment items/labor required)
6.	One front end loader, 2 Cu. Yd. Capacity	XXX	HR	\$150.00	4 hour minimum
7.	One front end loader, 3 Cu. Yd. Capacity	XXX	HR	\$185.00	4 hour minimum
8.	One crawler tractor hydraulic backhoe 3/4 Cu. Yd. Capacity	XXX	HR	\$95.00	4 hour minimum
9.	One backhoe 1.5 Cu. Yd. Capacity	XXX	HR	\$125.00	4 hour minimum
10.	One backhoe 3 Cu. Yd. Capacity	XXX	HR	\$185.00	4 hour minimum
11.	One backhoe 4 Cu. Yd. Capacity	XXX	HR	\$225.00	4 hour minimum
12.	One backhoe 5 Cu. Yd. Capacity	XXX	HR	\$300.00	4 hour minimum
13.	Heavy equipment low boy with tractor, minimum width 10", 50 ton capacity.	XXX	HR	\$135.00	3 hour minimum
14.	One self-propelled vibrating, small size compactor.	XXX	HR	\$35.00	
15.	One tandem dump truck with sideboards, 12 Cu. Yd.	XXX	HR	\$45.00	4 hour minimum
16.	One triaxle dump truck, 18 Cu. Yd.	XXX	HR	\$55.00	4 hour minimum
17.	One tractor trailer dump truck, 20 Cu. Yd.	XXX	HR	\$85.00	4 hour minimum
18.	One long arm (50' min.) Backhoe 3 Cu. Yd. Capacity	XXX	HR	\$285.00	4 hour minimum
19.	Welding Machine	XXX	HR	\$45.00	
20.	Portable Generator	XXX	HR	\$25.00	
21.	Quick Cut Saw	XXX	HR	\$25.00	
22.	Asphalt/Concrete Saw	XXX	HR	\$45.00	
23.	Steel Wheel Roller	XXX	HR	\$75.00	
24.	Plate Tamper	XXX	HR	\$15.00	
25.	Pickup w/tools	XXX	HR	\$25.00	
26.	Fuel truck	XXX	HR	\$75.00	
27.	Crane-45 ton	XXX	HR	\$200.00	4 hour minimum
28.	Bobcat with grapple or excavator	XXX	HR	\$100.00	4 hour minimum

## Fee Schedule



<i>Item</i>	<i>Item Description</i>	<i>Est. Quant.</i>	<i>Units</i>	<i>Unit Price</i>	<i>Amount</i>
29.	Boat with motor	XXX	HR	\$225.00	4 hour minimum
30.	Chainsaw	XXX	HR	\$25.00	

work item Unit prices include labor, equipment, and materials

Unit prices assume small quantity installations - large quantity installations may be negotiated

DP Development of the Treasure Coast

**Steve Lawless**

Digitally signed by Steve Lawless  
DN: cn=Steve Lawless, o=DP  
Development, ou,  
email=steve@dpdevelopment.net, c=US  
Date: 2014.08.20 11:55:04 -04'00'



## City of West Palm Beach

### DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

(Name of Business)

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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this 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 1893, 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.

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

Patrick Baricco  
\_\_\_\_\_  
Print Name

11-6-14  
\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Bowen, Miclette & Britt of Florida, LLC  
1020 N Orlando Avenue Suite 200  
Maitland FL 32751

CONTACT NAME: Jeanette Borrajo  
PHONE (A/C, No, Ext): 407-647-1616 FAX (A/C, No): 407-628-1635  
E-MAIL: certificates@bmbinc.com  
ADDRESS:

INSURED DPDEVELOPM  
DP Development of the Treasure Coast, LLC  
Coastland Development, Inc.  
2240 NW 22nd Street  
Pompano Beach FL 33609

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Casualty Co of A	25674
INSURER B: Travelers Indemnity Company	25658
INSURER C: Travelers Ind Co of CT	25682
INSURER D: Bridgefield Employers Insurance Co.	10701
INSURER E:	
INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 1121396479

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CO9D389476	3/21/2014	3/21/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA9D341850	3/21/2014	3/21/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP345K9689	3/21/2014	3/21/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	083050504	3/21/2014	3/21/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

When required by written contract, those Parties listed in said contract, including the certificate holder, are added as an Additional Insured, with respect to General Liability, including products and completed operations, and Auto Liability as afforded by the policy and/or See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

City of West Palm Beach  
401 Clematis Street  
West Palm Beach FL 33401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Bowen, Miclette & Britt of Florida, LLC		NAMED INSURED DP Development of the Treasure Coast, LLC Coastland Development, Inc. 2240 NW 22nd Street Pompano Beach FL 33609
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: 25      FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

endorsements. The General Liability policy certified herein is primary and non-contributory to other insurance available to the certificate holder, but only to the extent required by written contract with the Named Insured. When required by written contract, waiver of subrogation, with respect to General Liability and Auto Liability is granted in favor of Certificate Holder as afforded by the policy and/or endorsements.

RE: Contract #14563.

Certificate Holder Includes: City of West Palm Beach, its commissioners, officers, employees and agents.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **BLANKET ADDITIONAL INSURED (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

### 5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

