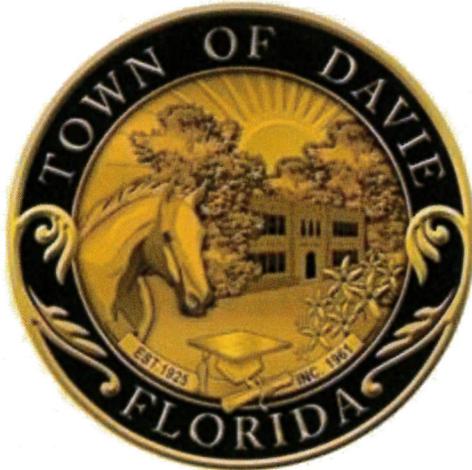


# TOWN OF DAVIE



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## Bamford Park Artificial Turf Installation

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### CONSTRUCTION SPECIFICATIONS FOR BIDDING PURPOSES ONLY

Prepared by:



Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS™

March, 2017

CGA Project No. 96-1630.112  
Bid No. B-17-99

CALVIN, GIORDANO & ASSOCIATES

APPROVED FOR BIDDING

By: Carl A. Super

Date: 3/31/17

TOWN OF DAVIE, FLORIDA

## **ENGINEERING DIVISION**

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6591 Orange Drive, Davie, Florida 33314 Tel: 954-797-1113 Fax: 954-797-1086

**Mayor, Judy Paul**

**Vice Mayor, Caryl Hattan**

**Council Member, Marlon Luis**

**Council Member, Susan Starkey**

**Council Member, Bryan Caletka**

**Town Administrator, Richard J. Lemack**

**Town Attorney, John Rayson**

**Procurement Manager, Brian K. O'Connor**

**Town Engineer, Laura A. Borgesi**

**DOCUMENT 00010**

**NOTICE TO BIDDERS**

The Town of Davie is accepting sealed bids until **2:00 p.m. on Friday, May 5, 2017** for the following:

**Bamford Park Artificial Turf Installation**

**BID NUMBER B-17-99**

Bids based on any one part of the work will not be considered. Bidders will therefore confine their bids to the project in its entirety.

The Bidder will submit, along with the Bid, (a) evidence that he or she is licensed to perform the work and services, and (b) evidence that he or she has successfully performed at least two contracts for a public entity in the last three years, and (c) a certified check or bid bond in the amount of five percent (5%) of the base bid as the guarantee that the bidder, if awarded the contract, will, within seven (7) consecutive days after written notice, be given such award, enter into a written contract with the Town of Davie in accordance with his or her accepted bid, and the bidder will submit payment and performance bonds satisfactory to the Town of Davie, equal to one hundred percent (100%) of the contract price and will submit other required documents as needed.

Upon a nonrefundable payment of **\$100.00**, payable by cashier's check, money order or cash, the plans and specifications may be purchased from Calvin, Giordano & Assoc., the Engineer and Agent for the Owner, located at 1800 Eller Drive – Suite 600, Ft. Lauderdale, FL 33316, phone 954-921-7781. Please call twenty-four (24) hours in advance to order sets. Bidders will be required to provide a business card in order to pick up documents. Partial sets of plans *will not* be available.

No bidder may withdraw his/her bid for a period of ninety (90) days after the date set for opening of bids.

Companies that do not wish to bid for this purchase, but would like to be notified of future bids, should submit a "NO BID" response.

**A mandatory pre-bid conference will be held at the Davie Pine Island Park Multipurpose Center, located at 3801 S. Pine Island Road, Davie, FL 33328 on Wednesday, April 12, 2017 at 10:00 a.m.** All interested Contractors planning to submit a Bid must attend this meeting. A site visit to the project site at Bamford park off of Pine Island Road immediately follow the pre-bid conference.

Sealed bid envelopes, containing three (3) copies of the bid, (one copy (1) clearly marked "Original" with two (2) additional copies) should be marked with the bid name and number, and boldly marked "SEALED BID". All sealed bids should be delivered no later than **2:00 p.m. on Friday, May 5, 2017**, to the Purchasing Division, 6591 Orange Drive, Davie, Florida, 33314. Bids will be opened on or about **2:00 p.m. on Friday, May 5, 2017**, at the Davie Town Hall. This will be a public bid opening.

The Town of Davie reserves the right to reject any and/or all bids.

TOWN OF DAVIE, FLORIDA

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Brian K. O'Connor  
Procurement Manager

## **NOTICE TO BIDDERS**

### **SUPPLEMENT**

NOTICE IS HEREBY GIVEN that the Town of Davie Engineering Division is seeking sealed bids for the following work as specified in Documents 00300 and 00400.

### **Bamford Park Artificial Turf Installation**

### **BID NUMBER B-17-99**

#### **Description of the Bid**

The Contractor shall provide a unit price bid for all work, all required permits from governmental agencies having jurisdiction in the Town of Davie, such as the Town Building and Engineering Divisions and equipment items, tools, materials, for completion of the improvements to Bamford Park Artificial Turf Fields.

#### **Bidding Documents**

The bidding documents will not be mailed or shipped overnight unless the purchaser provides a FedEx account number. All bidders must make their own arrangements to pick up the bid package at Calvin, Giordano & Assoc., the Engineer and Agent for the Owner, located at 1800 Eller Drive – Suite 600, Ft. Lauderdale, FL 33316, phone 954-921-7781.

The Trench Safety Form must be completed in its entirety and submitted as part of the bid.

The Town of Davie reserves the right to reject any and all bids, to waive any and all informalities or irregularities and to accept or reject all or any part of any bid as they may deem to be in the interest of the citizens of the Town of Davie.

TOWN OF DAVIE, FLORIDA

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Brian K. O'Connor  
Procurement Manager

**END OF DOCUMENT**

**DOCUMENT 00100**

**INSTRUCTIONS TO BIDDERS**

**1. SUBMITTAL**

1.1 Sealed Bids will be received until the time and date specified in the Section 00010 Notice to Bidders.

1.2 Each Bid shall be submitted in a sealed envelope, plainly marked:

To: Mr. Brian K O'Connor  
Town of Davie  
6591 Orange Drive  
Davie, Florida 33314

Bid for: Bamford Park Artificial Turf Installation

Bid No. B-17-99

Submitted by: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.3 If said Bid is forwarded by mail, it shall be enclosed in another envelope addressed to Mr. Brian K. O'Connor the Procurement Manager, Town of Davie, Florida. Bids will be received at the Town Hall until the time and date specified in the Section 00010 Notice for Bidders. Bids received after the time and date specified will not be considered.

**2. BIDS**

2.1 It is understood by the bidder that the quantities in the specifications are for bid comparison only.

2.2 Bids shall be made upon forms provided for that purpose in Documents 00300, 00450, 00500, and 00650. Erasures or other changes in a Bid shall be explained or noted over the signature of the Bidder. Each Bidder shall submit sealed Bid envelopes containing one original and two copies of the Bid and its accompanying questionnaire, and should be marked with the Bid name and number and boldly marked "SEALED BID". The forms must be submitted in good order with all blanks filled in.

2.2.1 Vendors shall return a completed Form W-9 (see Section 00300) and completed Vendor/Bidder Disclosure Form (see Section 00300) with their bid and E-Verify Form.

**3. IRREGULAR BIDS**

3.1 Bids which are incomplete, conditional, which contain additions not called for, alterations or irregularities of any kind may be rejected.

#### **4. SIGNATURES ON BIDS**

- 4.1 Each Bidder shall sign Bid with his or her full name, company name and address. In cases where a firm or corporation submits a Bid, the Bid shall be signed with the full name of each member of the firm, or by the name of the officer or officers authorized by its by-laws, in addition to the firm or corporation signature with its official seal affixed hereto.

#### **5. EXAMINATION OF CONTRACT DOCUMENTS**

- 5.1 Bidders are notified that they must thoroughly examine the Contract Documents and Specifications which include the Notice for Bidders, Instructions to Bidders, Bid Form, Form of Contract, General Conditions, Supplementary Conditions, Technical Specifications, Figures, and any Addenda issued prior to the opening of Bids.

#### **6. EXAMINATION OF SITE**

- 6.1 Each Bidder shall visit the site of the proposed work before submitting Bid and shall fully acquaint themselves with conditions relating to construction and labor so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of work under the Contract. It will be assumed that the Bidder has investigated and is satisfied as to the conditions of work to be performed and materials to be furnished and shall base Bid on their own opinion of the conditions likely to be encountered, and for the bid price must assume all risk of variance, by whomsoever made in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.
- 6.2 Each Bidder shall thoroughly examine and be familiar with the plans and specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint themselves with conditions there existing, shall in no way relieve any Bidder from any obligation with respect to their Bid or to the Contract. The submission of a Bid shall be taken as prima facie evidence of compliance with this document.
- 6.3 No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of Contract Documents, nor will they be accepted as a basis on any claim whatsoever for extra compensation or for any extension of time.

#### **7. DISCREPANCIES**

- 7.1 Should a Bidder find discrepancies or ambiguities in, or omissions from, the Drawings or Specifications, or should they be in doubt as to their meaning, they shall at once notify the Engineer.

#### **8. INTERPRETATION OF PLANS AND DRAWINGS**

- 8.1 On all drawings, the figured dimension shall govern in case of discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the Drawings or of any discrepancy between the Drawings and Specifications. The Engineer of Record shall make such interpretations as may be deemed necessary for the fulfillment

of the intent of the Drawings and Specifications as construed by the Engineer, and his/her decision shall be final. If there is a discrepancy between plans and specifications, the specifications govern.

## **9. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO OPENING OF BIDS**

9.1 If any person contemplating submitting a Bid for the proposed Contract is in doubt as to the true meaning of any part of the Drawings, Specifications or other proposed Contract Documents, they may submit to the Engineer a written request for an interpretation thereof to [nmahon@cgasolutions.com](mailto:nmahon@cgasolutions.com). The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda duly issued, and copies of such addenda will be mailed or delivered to each person who purchased a set of such documents. Request for interpretations or clarification of the Contract Document must be made in writing not later than **5:00 pm on April 21<sup>st</sup>, 2017**. The Owner will not be responsible for any other explanation or interpretation of the documents.

## **10. TIME OF COMPLETION**

- 10.1 All work for this project shall be completed in accordance with Document 00300, paragraph 7.
- 10.2 Completion of the project shall imply trouble free system operation as recognized by the Owner or the Engineer of Record.
- 10.3 All requests for additional days due to delays that are not the fault of the Contractor shall be made to the Owner in writing within 24 hours of the onset of the delay, including rain days, in order to be considered.

## **11. LABOR REGULATIONS**

11.1 The Contractor shall fully comply with all laws and regulations concerning labor, work hours, wage rates, labor conditions and related matters.

## **12. BID BONDS**

12.1 The Bid Bond, in the amount of not less than five percent (5%) of the Bid, shall be paid into the funds of the Owner as damages if the Bidder fails to execute the written agreement and furnish the required Contract Security Bond within seven (7) consecutive calendar days following written notice of award of the Contract. The Bid Bond shall be countersigned by an agent of the surety company licensed to operate in the State of Florida.

## **13. RETURN OF BID SECURITY**

13.1 Bid Bonds of the unsuccessful Bidders will be returned to the parties submitting same not later than fifteen (15) days after the execution of the Contract. In the event that all Bids are rejected, the Bid Bonds will be returned to all Bidders within fifteen (15) calendar days after date of rejection.

**14. CONTRACT BONDS**

14.1 The successful Bidder shall furnish a Performance Bond in an amount of at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and shall also furnish a Payment Bond in the amount of at least one hundred percent (100%) of the Contract price for payment of all persons performing labor on the project under this Contract. The Surety on such Bonds shall be by a duly authorized surety company satisfactory to the Owner.

**15. QUALIFICATION OF BIDDER**

15.1 A Bidder will be required to show, to the complete satisfaction of the Owner, that they have the necessary facilities, equipment, ability, and financial resources to perform the work in a satisfactory manner, within the time specified. No Contract will be awarded except to responsible Contractors and businesses capable of performing the class of work contemplated. The Bidder shall submit the Qualification Form (Section 00450) with Bid. The Contractor must be in business for at least 10 years, and completed 5 projects of a similar nature and size or larger.

**16. DISQUALIFICATION OF BIDDERS**

16.1 Any or all Bids will be rejected if there is any reason for believing that collusion exists among the Bidders, and participants in such collusion will not be considered in future Bids for the same work.

**17. WITHDRAWAL OF BIDS**

17.1 A Bidder may withdraw Bid provided that request is made in writing and delivered either in person or by special delivery mail to the Owner prior to the time set for opening bids.

**18. OWNER'S RIGHTS RESERVED**

18.1 The Owner reserves the right to accept any Bid which, in their opinion, is the lowest and best, and is in the best interest of the Owner. The Owner also reserves the right to reject any and all bids.

**19. AGENT FOR OWNER**

19.1 Calvin, Giordano & Associates, Inc. (the Consulting Engineers) shall serve as agent for The Town of Davie (the Owner), in all matters pertaining to the work on this project. No changes in the work or extra charges to the Contract are effective until recommended by the Engineer and approved by the Owner in the form of a written change order.

**20. QUALIFICATION OF SURETY**

20.1 The Contractor may provide a Surety Bond executed by a corporate surety company authorized to do business in the State of Florida, holding a certificate of authority from the Secretary of the Treasury of the United States as acceptable sureties on Federal Bonds and executed and issued by a resident agent licensed and having an office in the State of Florida, and resident agent in Broward County representing such corporate surety. Said Surety Bond or its equivalent shall be in effect prior to the issuance of any work permits and shall remain in effect until the provision of the agreement to transfer ownership of any

improvements have been fulfilled. The surety bond rating shall be rated at least as A or higher.

## **21. SUBCONTRACTORS**

- 21.1 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor shall furnish, concurrently with Bid submission, a list of names for the proposed subcontractors for all parts of the work.
- 21.2 Upon the Engineer's request, submit the name, address and phone number, occupational license number and specialty. Indicate at least three (3) references and three (3) projects of similar nature.
- 21.3 The Engineer shall promptly notify the Contractor, in writing, if either the Owner or Engineer, after due investigation, has reasonable objections to any subcontractor on said list and does not accept them. Failure of the Owner or Engineer to make objection within three (3) weeks to any subcontractor on the list shall constitute acceptance of such subcontractor. After acceptance, no subcontractor shall be changed without written approval by the Owner and Engineer.

## **22. INSURANCE**

- 22.1 The Bidder's attention is directed to the insurance requirements set out in the Supplementary Conditions herein. The Successful Bidder will be required, prior to execution of the Contract by the Owner, to furnish a Certificate of Insurance and will cause to be issued by the insurance carrier, an endorsement naming the Town of Davie as additional insured under such Contract of Insurance.

## **23. POWER OF ATTORNEY**

- 23.1 Attorneys-in-Fact who sign Contract Bonds must file with each Bond a certified copy of their Power of Attorney dated the same or subsequent to the Contract.

## **24. AWARD OF CONTRACT**

- 24.1 The Contract, if awarded, will be awarded to the lowest responsive and responsible Bidder. Such a Bidder shall possess the skill, ability, and integrity necessary for the faithful performance of the work. The term "lowest responsible and responsive Bidders" as used herein shall mean the Bidder whose bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work.

## **25. ACCEPTANCE PERIOD**

- 25.1 The Bidder shall hold his or her Bid good for acceptance by the Owner for a period of not less than ninety (90) calendar days following the date of the Bid opening. The Bid guarantee required herein above shall be effective for this period.

## **26. DISCRIMINATION**

- 26.1 An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid on a Contract to provide goods and services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a building or public work, may not submit Bids on leases of real property to a public entity, may not award or perform

work as a contractor, supplier, subcontractor or consultant under any Contract with any public entity, and may not transact business with any public entity.

**27. PUBLIC ENTITY CRIMES INFORMATION**

27.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or a consultant under a Contract with any public entity, any may not transact business with any public entity provided in Section 287.0171, for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**28. PERMITS**

28.1 All Town of Davie permit fees and other required governmental permits shall be requested, processed, and paid for by the Contractor as listed on itemized bid form. Construction working hours in the Town of Davie are Monday through Friday 7 AM to 7 PM. If contractor elects to work outside of these hours, contractor must request permission from the Town of Davie and pay any additional fees required per department fee schedules.

**29. INDEMNIFICATION AND HOLD HARMLESS**

29.1 The Contractor agrees to indemnify and hold harmless the Town, its officers, agents and employees, free and harmless from any claim, liability, cause of action, expense or charge, of whatever kind or nature, including, but not limited to, personal injury, loss of life, property damage including loss of use thereof, and against loss of life, which may arise out of or be connected with the performance of contractor's duty hereunder, and shall indemnify the Town against any suits, actions, claims, damages, or causes of action brought by or on behalf of any person arising out of the performance of such duties, and pay all costs and expenses in connection therewith. Nothing in this agreement shall be construed to affect in any way the Town's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

**30. TERMINATION OF CONTRACT**

30.1 It is agreed that should the Contractor fail, in the sole discretion of the Town, in keeping and performing any and all terms and conditions of the contract, the contract may be canceled upon written notification.

**31. LIQUIDATED DAMAGES**

31.1 The Town shall assess a one thousand dollars (\$1,000) per day liquidated damage cost for every day the project exceeds the contract allotted time. These costs will be levied in all cases but for those approved extensions by the Town or due to extreme Acts of God. Liquidated damages will be levied for each day after the designated Time of Completion, Sundays and Holidays included, that the work remains incomplete. This sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated, and this sum is not a

penalty, being the liquidated damages the Owner will have sustained in the event of such default by the Contractor.

**32. PAYMENT**

32.1 Payment shall be in accordance with the Florida Prompt Payment Act. Contractor shall submit an invoice within 4 weeks of the NTP. Progress payments may be invoiced one time per month, maximum. A 10% retainage will be withheld until final acceptance by the Town of Davie has been obtained, the required final inspections have been approved, the "As Built" drawings have been received, and Final Releases of Lien have been received by the Town of Davie for all materials suppliers and subcontractors. The bidder may choose to accept payment from the Town of Davie credit card. This type of payment can be made immediately after acceptance by the Town of Davie.

**33. WARRANTY**

33.1 The Contractor shall warranty to the Owner that all materials and equipment furnished under the contract by the General Contractor or his/her subcontractor will be of good quality and new, and that the Work shall be free from defects not inherent in the quality, required or permitted, and that the Work shall conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, will be considered defective. Any defective work must be repaired or replaced by the Contractor at no expense to the Owner for a period of one year after acceptance. The Contractor's warranty excludes remedy for damage caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

**34. "AS BUILT" RECORD DOCUMENTS**

34.1 The Contractor shall supply the Owner with one (1) set of "As Built" record drawings, three (3) sets of signed and sealed drawings, and a CD with the electronic CAD drawings in State Plane Coordinates NAD 1983 with the 1990 Adjustment, if applicable, indicating the final installation of all the infrastructure placed as part of this project, as well as all modifications made due to field conditions, change orders, et cetera. Surveying and layout expenses are the responsibility of the Bidder.

**35. CODE COMPLIANCE**

35.1 All work shall comply fully with The Florida Building Code, Latest Edition, The Town of Davie's "Land Development Code," The Town of Davie's "ENGINEERING DESIGN STANDARDS MANUAL – NOVEMBER 2007 and all other applicable Federal, State and County Codes, Regulations, Statutes, Ordinances, and Referenced Standards.

**END OF DOCUMENT**

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**DOCUMENT 00300**

**BID FORMS**

**TOWN OF DAVIE**

***Bamford Park Artificial Turf Installation***

**BID NUMBER: B-17-99**

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

**This Bid is submitted to:** Town Council, Davie, Florida.

1. The undersigned, as Bidder, hereby declares that he/she is acquainted with the site of the construction as shown on the drawings and specifications and has fully acquainted himself/herself with the work to be done; that he/she has thoroughly examined the drawings, Specifications and all Contract Documents pertaining thereto; and has read any and all addenda issued prior to the opening of Bids; all as designed under the Engineer's Bid Number **B-17-99**.
2. The Bidder proposes and agrees, if this Bid is accepted, to secure all required permits, furnish all necessary materials, tools, construction equipment, all necessary transportation and labor to complete the construction as shown, detailed and described in the Specifications and on the drawings.
3. It is understood by the Bidder that the quantities in the following quotation form are given for the purpose of the Bid comparison only.
4. It is understood by the Bidder that all Bid item amounts shall be submitted. In the event any item is not included, rejection of the Bid will be considered by the Owner.
5. It is understood that certain portions of the Bid section may be deleted from the awarded Contract at the Owner's discretion.
6. The Bidder acknowledges that, included in the various items of the Bid and in the total Bid price, are costs for complying with the Florida Trench Act of 1990.
7. The Bidder agrees that, if awarded the Contract, he/she will sign the Contract Documents within seven (7) calendar days of the Notice of Award; that he/she will commence the work on the date stated in the Notice to Proceed; and that he/she will have the work fully completed for Owner's use within **100 calendar days**. If not, liquidated damages will be assessed at the rate of one thousand dollars (\$1,000) per calendar day, Sundays and holidays included.
8. The Bidder is licensed as a Contractor to perform the work or services contemplated by this Bid and holds License No. \_\_\_\_\_ issued by \_\_\_\_\_, Florida.

BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_



The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event the Bidder is awarded the Contract:

1. \_\_\_\_\_  
(Portion of Work)  
\_\_\_\_\_  
(Name of Subcontractor) (Telephone #)  
\_\_\_\_\_  
(Street) (City) (State) (Zip)

2. \_\_\_\_\_  
(Portion of Work)  
\_\_\_\_\_  
(Name of Subcontractor) (Telephone #)  
\_\_\_\_\_  
(Street) (City) (State) (Zip)

3. \_\_\_\_\_  
(Portion of Work)  
\_\_\_\_\_  
(Name of Subcontractor) (Telephone #)  
\_\_\_\_\_  
(Street) (City) (State) (Zip)

4. \_\_\_\_\_  
(Portion of Work)  
\_\_\_\_\_  
(Name of Subcontractor) (Telephone #)  
\_\_\_\_\_  
(Street) (City) (State) (Zip)

5. \_\_\_\_\_  
(Portion of Work)  
\_\_\_\_\_  
(Name of Subcontractor) (Telephone #)  
\_\_\_\_\_  
(Street) (City) (State) (Zip)

BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_



(Sign below if Incorporated)

ATTEST:

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

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

\_\_\_\_\_  
(Signature and Title)

(CORPORATE SEAL)

\_\_\_\_\_  
(Type Name and Title signed above)

Incorporated under the laws of the State of \_\_\_\_\_.



**BID FORM:**

**IF BIDDER IS:**

**1. An Individual**

By: \_\_\_\_\_ (SEAL)  
(Individual's Name)

Doing business as: \_\_\_\_\_

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

Phone: \_\_\_\_\_

**2. A Partnership**

By: \_\_\_\_\_ (SEAL)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

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

Phone: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's Name)

**3. A Corporation**

By: \_\_\_\_\_  
(Corporation Name)

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

By: \_\_\_\_\_  
(Name of Person Authorized to Sign)

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

Phone: \_\_\_\_\_  
(Corporate Seal)

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

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

Phone: \_\_\_\_\_



#### **4. A Joint Venture**

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

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

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

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

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



**Bid Form**  
**Bamford Park Artificial Turf Installation**  
**Bid No. B-17-99**

<b>Bid Item</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
<b>I.</b>	<b>General</b>				
1	Mobilization/Demobilization/SWPPP Not to exceed 5% of Total Bid	1	LS		
2	Clearing and Grubbing/Demolition	1	LS		
3	Testing and Survey	1	LS		
	<b>Subtotal General</b>				
<b>II.</b>	<b>Paving</b>				
4	Artificial Turf Installation including drainage system/subgrade/base/header curb	1	LS		
5	Tall Header Curb	660	LF		
6	Reconstruct Wooden Stairs	1	LS		
7	Gravity Wall with Field Wall Padding	110	LF		
8	6" Concrete sidewalk/concrete apron including stabilized subgrade (various width)	4,857	SY		
9	Demo existing concrete sidewalk	2,060	SY		
10	4' High Chain Link Fence	2,565	LF		
11	Aluminum Pedestrian Rail	94	LF		
12	Removable Bollard	3	EA		
13	Sod	1,520	SY		
14	Miscellaneous Appurtenances	2	EA		
15	Adjustments to Existing Irrigation Systems	1	LS		
	<b>TOTAL BID PRICE</b>				
<b>III.</b>	<b>Administrative</b>				
16	Town of Davie Engineering Permit (10% of Total Bid Price)	1	AL		



17	Town of Davie Building Permit (2% of Total Bid Price)	1	AL		
	<b>Subtotal Fees</b>				
	<b>TOTAL BASE BID (Items I Thru III)</b>				

(Total Base Bid Written)

The lowest Bid shall be determined by the Total Contract Amount

**ALTERNATE ITEMS NOT TO BE INCLUDED IN BASE BID**

Item #	Description	Estimated Quantity	Unit	Unit Price	Total
A1	Unsuitable Material Allowance (see note 1)	100	CY	_____	_____

**Note:**

1. Unsuitable Material shall be determined by the EOR or EOR's Field Representative and based on truck measure. Fill shall be compacted in place.

**Bid Submitted by:**

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

Company: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

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

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

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



## Bid Form

### Acknowledgement of Addenda

Bidding Contractor shall indicate receipt of addendum by initialing below for each addendum received.

Addendum #1 \_\_\_\_\_

Addendum #2 \_\_\_\_\_

Addendum #3 \_\_\_\_\_

Addendum #4 \_\_\_\_\_



## CONTRACTOR AFFIDAVIT

General Contractor must acknowledge via letter of transmittal that they have reviewed the entire Contract Documents and will provide all "NAMED PRODUCTS" or approved substitutions per Document 00100, and in the event there is ambiguity or conflict relating to items or arrangements to be furnished under the Contract Documents, the Engineer will determine which takes precedence. It is understood that the Contractor shall furnish the items or arrangements of greater quantity, better quality, or higher cost as conclusively determined by the Engineer.

In addition, the General Contractor has reviewed this condition with all the Subcontractors and Suppliers.

General Contractor

---

Signature      Title

---

Company Name



## TOWN OF DAVIE

### Bamford Park Artificial Turf Installation

#### QUALIFICATION REQUESTS

**Contractor to list projects fulfilling the following qualification requests:**

Contractor must list projects with similar project scope (i.e. addition of travel lanes, widening of sidewalk, installation of street lighting etc):

1. List Project Management Personnel, include resumes. Personnel cannot be changed without written approval.
  - \* Principal in charge
  - \* Project Manager
  - \* Superintendent
2. List minimum of five (5) previous public Bid projects  
List Owner's representative and phone number.

**Omission of any of the above items in the Project List will disqualify Bid!**



## PROJECT LIST

**Completed Construction Projects that satisfy qualification requirements:**

<u>Project Name</u>	<u>Owner or Representative</u>	<u>Phone Number</u>	<u>Engineer</u>	<u>Contract Amount</u>	<u>Date Completed</u>
---------------------	--------------------------------	---------------------	-----------------	------------------------	-----------------------

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Town of Davie Vendor/Bidder Disclosure

I, \_\_\_\_\_, being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with  
the Town of Davie ("Town") are as follows (Post Office addresses are not  
acceptable):

Name of Individual, Firm, or Organization: \_\_\_\_\_

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

\_\_\_\_\_

FEIN: \_\_\_\_\_

State and Date of Incorporation: \_\_\_\_\_

### OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal Name and Business address shall be provided for each officer and director and each stakeholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and addresses are as follows: (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %



2. The full legal names and business addresses of any other individual (other than subcontractors, material men, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Affiant

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

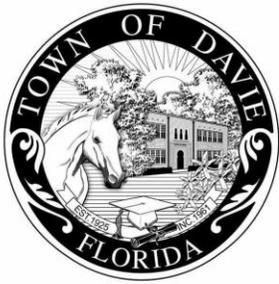
SUBSCRIBED AND SWORN TO or affirmed before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_, by \_\_\_\_\_, he/she is personally known to me or has presented \_\_\_\_\_ as identification.

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

\_\_\_\_\_  
Print or Stamp of Notary

\_\_\_\_\_  
Serial Number

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



TOWN OF DAVIE POLICE DEPARTMENT  
CODE COMPLIANCE DIVISION

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1230 SOUTH NOB HILL ROAD • DAVIE, FLORIDA 33324  
PHONE: 954.693.8237 • FAX: 954.693.8399 • WWW.DAVIE-FL.GOV

## LOCAL VENDOR PREFERENCE

### 1. Definitions

**Local Davie Vendor** – A “Local Davie Vendor” shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business **may not** be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie and have an address that the U.S. Postal Service recognizes as being a Davie address to be eligible.

**Local Broward County Vendor** – A “Local Broward County Vendor” shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business **may not** be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

**Bid** – A “Bid” shall be any competitive solicitation by specification officially posted by the Town of Davie Purchasing staff on the Town’s website where the award is determined by price.

**Proposal** – A “Proposal” shall be any competitive solicitation by Request for Proposal (RFP) officially posted by the Town of Davie purchasing staff on the Town’s website where the award is determined by qualifications.

### 2. Process

**a) Competitive Bid** – For bid evaluation purposes, vendors that meet the definition of “Local Davie Vendor” as detailed above shall be given a 5% evaluation credit. This shall mean that if a “Local Davie Vendor” submits a bid/quote that is within 5% of the lowest price submitted by any vendor, the “Local Davie Vendor” shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the “Local Davie Vendor” submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the “Local Davie Vendor”. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. **If the lowest responsive and responsible bidder IS a “Local Davie Vendor”, the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.**



For bid evaluation purposes, vendors that meet the definition of “Local Broward County Vendor” as detailed above shall be given a 2.5% evaluation credit. This shall mean that if a “Local Broward County Vendor” submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the “Local Broward County Vendor” shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the “Local Broward County Vendor” submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the “Local Broward County Vendor”. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. **If the lowest responsive and responsible bidder IS a “Local Davie Vendor”, the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.**

If there is a “Local Davie Vendor” and a “Local Broward County Vendor” participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the “Local Davie Vendor” will be given first option. If the “Local Davie Vendor” cannot beat the lowest bid received by at least 1%, an opportunity will be given to the “Local Broward County Vendor”. If the “Local Broward County Vendor” cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple “Local Davie Vendors” submit bids/quotes which are within 5% of the lowest bid/quote, then all vendors will be asked to submit a “Best and Final Offer” (BAFO). The award will be made to the “Local Davie Vendor” submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no “Local Davie Vendor” can beat the lowest bid/quote by at least 1%, then the process will be repeated with all “Local Broward County Vendors” who have submitted a bid/quote which is within 2.5% of the lowest bid/quote. If no “Local Davie Vendor” and no “Local Broward County Vendor” can submit a BAFO that is at least 1% lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

**b) Competitive Proposal-** For evaluation purposes, “Local Davie Vendor” and “Local Broward County Vendor” shall be a criterion for award in any Request For Proposal unless specifically exempted by the Town Administrator or the Town Council.

**c) Exceptions**

1. No “local vendor” preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.
2. Utilization of a State or other agency contract.
3. State or Federal law prohibits the use of local preference.
4. The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences.
5. Sole source or single source purchases.
6. The “local vendor” is either non-responsive or non-responsible.
7. All bids submitted exceed the budget amount for the project.
8. Emergency purchases.
9. The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.



# Town of Davie Local Vendor Preference

## Affidavit of Eligibility

*Complete all areas below. Incomplete forms may be rejected.*

\_\_\_\_\_ My business is located within the Town of Davie.

LEGAL NAME OF FIRM: \_\_\_\_\_

Physical address:

\_\_\_\_\_

Phone number \_\_\_\_\_ Fax number \_\_\_\_\_

Email address \_\_\_\_\_

Has the business name changed since it was opened in Davie? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes please provide the previous business name: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Date your business was established in Town of Davie: \_\_\_\_\_

Business license: License number: \_\_\_\_\_ Date issued: \_\_\_\_\_

\_\_\_\_\_ A copy of my Business Tax Receipt is attached.

I employ \_\_\_\_\_ (insert a number) full time employees.

If your business is a Broward County business but not located within the Town of Davie please fill out the information on the next page.



# Town of Davie Local Vendor Preference Broward County Vendor

## Affidavit of Eligibility

Complete all areas below. Incomplete forms may be rejected.

\_\_\_\_\_ My business is located within Broward County but not in the Town of Davie.

LEGAL NAME OF FIRM: \_\_\_\_\_

Physical address: \_\_\_\_\_

Phone number \_\_\_\_\_ Fax number \_\_\_\_\_

Email address \_\_\_\_\_

Has the business name changed since it was opened in Broward County? Yes \_\_\_ No \_\_\_

If Yes, please provide the previous business name: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Date your business was established in Broward County: \_\_\_\_\_

Business license: License number: \_\_\_\_\_ Date issued: \_\_\_\_\_

\_\_\_\_\_ A copy of my Business Tax Receipt is attached.

I employ \_\_\_\_\_ (insert a number) full time employees.

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_



TOWN OF DAVIE POLICE DEPARTMENT  
CODE COMPLIANCE DIVISION

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**SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS  
COLLECTION AND DISPOSAL REQUIREMENTS  
FOR BIDDING JOBS IN THE TOWN OF DAVIE**

The Town of Davie has an Exclusive Solid Waste Franchise Agreement with Waste Management Inc. of Florida for the Collection and Disposal of all Solid Waste including Construction and Demolition (C&D) debris as defined within Florida Statutes Chapter 403. All applicants for bids to perform construction work for the Town of Davie shall be subject to the requirements found in the Town's exclusive solid waste franchise agreement and must contract with Waste Management for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Waste Management dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact Kay Hurley, Waste Management's Construction Services Account Manager, at (954) 439-4067 or khurley@wm.com.

For further information related to bid specifications related to solid waste franchise requirements, please contact Brian K. O'Connor, Procurement Manager, at (954) 797-1016.

For solid waste franchise enforcement questions, please contact the Town of Davie Program Division's representative at 954-797-1045 or Danny Stallone, Code Compliance Official, at (954) 693-8237.

**PLEASE BE ADVISED THAT THE FAILURE OF ANY BIDDER FOR A CONSTRUCTION PROJECT FOR THE TOWN OF DAVIE, INCLUDING AND NOT LIMITED TO GENERAL CONTRACTORS AND DEVELOPERS, TO ADHERE TO THE REQUIREMENTS OF THE TOWN'S EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT SHALL RESULT IN A NOTICE OF VIOLATION, CITATION OR SIMILAR CODE ENFORCEMENT ACTION BEING TAKEN AGAINST THEM. ENFORCEMENT ACTION MAY INCLUDE DENIAL OR REVOCATION OF A BID APPLICATION AND ITS APPROVAL. THE ENFORCEMENT ACTION WILL RESULT IN FINES AND LIENS UP TO \$15,000/DAY FOR IRREPARABLE VIOLATIONS, UP TO \$1000/DAY FOR FIRST VIOLATIONS, UP TO \$5000/DAY FOR REPEAT VIOLATIONS PLUS APPLICABLE COST RECOVERY AND ATTORNEY FEES.**



TOWN OF DAVIE POLICE DEPARTMENT  
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**BID SUBMITTAL COMPLETION CONFIRMATION for ITB's:**

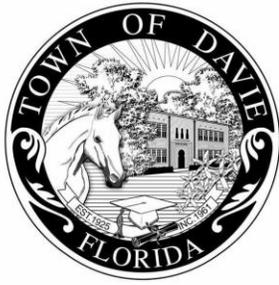
- \_\_\_\_\_ I, the Bidder, have completed and signed (in blue ink) all required bid document pages.
- \_\_\_\_\_ I, the Bidder, have submitted my bid on the bid sheets provided, and acknowledge that bids not submitted on bid sheets provided may be rejected.
- \_\_\_\_\_ I, the Bidder, have filled in all spaces on the pricing page as noted, and acknowledged that bids with spaces left blank on the pricing page may be rejected.
- \_\_\_\_\_ I, the bidder, have included all information, certificates, licenses, and additional documentation as required by the Town in this bid document.
- \_\_\_\_\_ I, the Bidder, have checked for any addendums to this bid, and will continue to check for any addendums up to the due date and time of this bid.
- \_\_\_\_\_ I, the Bidder, have included on the face of the envelope, my company name and return address, the date and time of the bid opening, and the bid name and number.
- \_\_\_\_\_ I, the Bidder, have submitted one (1) original and two (2) copies of the entire bid document and addendums.
- \_\_\_\_\_ I, the Bidder, have read and completed the Vendor/Bidder Disclosure Form.
- \_\_\_\_\_ I, the Bidder, have read and completed the W-9 Form.
- \_\_\_\_\_ I, the Bidder, am aware that a Notice of Intent to Award this bid shall be posted on the Town's website at [www.davie-fl.gov](http://www.davie-fl.gov) and on the Town Hall bulletin board in the front lobby at Town Hall, and that it is my responsibility to check for this posting.
- \_\_\_\_\_ I, the Bidder, have submitted all supporting documentation for local preference eligibility, which must be received with the bid package prior to the bid opening date and time.
- \_\_\_\_\_ I, the Bidder, have completed this checklist and it is included with my submittal.

**NAME OF COMPANY:** \_\_\_\_\_

**BIDDER'S NAME:** \_\_\_\_\_

**BIDDER'S AUTHORIZED SIGNATURE:** \_\_\_\_\_

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



# Bid Protest Procedure

If a vendor feels that they have been treated unfairly concerning the results of a solicitation, or the resulting recommendation for award, they may protest the Town's action as follows:

1. The vendor must submit a letter to the Procurement Manager detailing the nature of the protest accompanied by two (2) cashier's checks within three (3) working days of the Notice of Intent to Award. The first check will be in the amount of \$500 (hereinafter called "the administrative fee"). The second check will be in the amount of 1% of the bid amount (hereinafter called "the protest bond"). The Town's Notices of Intent to Award are posted on the Town of Davie website.
2. If the Procurement Manager receives a bid protest letter, the administrative fee, and the protest bond as described above, the bid award process will be suspended and the protest will be referred to the Bid Protest Committee. However, if the project is needed to protect the health, safety, and/or welfare of the residents of the Town of Davie, the award of the project will proceed without interruption. The Bid Protest Committee shall consist of three (3) Town of Davie staff member selected by the Town Administrator. The Procurement Manager and the employee that wrote the Recommendation for Award may not sit as a member of the Bid Protest Committee. However, the Procurement Manager and the staff member that wrote the Recommendation for Award shall be present at the hearing of the Bid Protest Committee to answer any questions pertaining to the bid process or the evaluation process.
3. The Bid Protest Committee shall schedule a hearing within ten (10) working days from receipt of the protest letter. All parties having an interest in the outcome will be notified of the date and time of the hearing. If the bid protest is denied, the vendor will forfeit the protest bond. If the protest is upheld, the protest bond will be returned to the vendor. The administrative fee shall be non-refundable in all cases.
4. If the Bid Protest Committee denies the protest, the aggrieved vendor may appeal his/her case to the Davie Town Council. In order to appeal, the vendor must notify the Town Administrator within three (3) working days of the Bid Protest Committee's ruling. Upon notification, the Town Administrator will schedule the appeal as an agenda item on the next available Town Council agenda. All bidders will be notified of the agenda date.
5. Once the bid protest is resolved, the Town will proceed with the bid award, except as exempted in 2, above.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>									
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.  <b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="text-align: center;">[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="text-align: center;">[ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]</td> <td></td> </tr> </table>	<b>Social security number</b>		[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]		<b>Employer identification number</b>		[ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]	
<b>Social security number</b>									
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]									
<b>Employer identification number</b>									
[ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]									

<b>Part II Certification</b>			
Under penalties of perjury, I certify that:			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).			
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.			
<b>Sign Here</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Signature of U.S. person ▶</td> <td style="width: 20%;">Date ▶</td> </tr> </table>	Signature of U.S. person ▶	Date ▶
Signature of U.S. person ▶	Date ▶		

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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DOCUMENT 00400

BID BOND

**BIDDER (Name, Address and Phone No.):**

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**SURETY (Name and Address of Principal Place of Business):**

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---

**OWNER (Name and Address and Phone No.):**

---

TOWN OF DAVIE

---

6591 Orange Drive

---

Davie, Florida 33314

---

Phone (954) 797-1030

---

**BID**

BID DUE DATE:

PROJECT

All permits, fees, work, tools, equipment, and materials required for the Bamford Park Artificial Turf Installation shall be provided by the Contractor. The Contractor shall provide a lump sum bid for all work, all required permits from governmental agencies having jurisdiction in the Town of Davie, such as the Town Building and Engineering Divisions and equipment items, tools, materials, for completion of the improvements to Bamford Park Artificial Turf Fields.

**BOND**

BOND NUMBER: \_\_\_\_\_

DATE: (Not later than Bid due date): \_\_\_\_\_

PENAL SUM: 5% of Bid amount \_\_\_\_\_

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound, hereby subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

SURETY

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

(Attach Power of Attorney)  
Attest: \_\_\_\_\_  
Signature and Title

- Note:
- (1) Above addresses are to be used for giving required notice.
  - (2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to pay to Owner upon default of Bidder, the difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible and responsive bidder as determined by Owner for the work required by the Contract Documents, provided that
  - 1.1. If there is no such next lowest, responsible and responsive bidder, and Owner does not abandon the project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver, within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner), the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:

- 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents, (or any extension thereof agreed to in writing by Owner), the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
- 3.2. All bids are rejected by Owner, or
- 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents, (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within thirty (30) calendar days after receipt by Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project, and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions, shall not, in the aggregate, exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days, after the Notice of Default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one (1) year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state and county in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. The Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern, and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a bid, offer, or proposal as applicable.

**END OF DOCUMENT**

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**DOCUMENT 00450**

**TRENCH SAFETY FORM**

This form must be completed and signed by the Bidder. Failure to complete this form may result in the Bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder, by signing and submitting the Bid, assures that the Bidder will perform trench excavations in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards, as well as the method of compliance:

Method of Compliance

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Amount Total \$ \_\_\_\_\_

Bidder acknowledges that this amount is included in the applicable items of the proposal and in the grand total bid price. Failure to complete the above will result in the Bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review and assess all safety precautions, programs and costs, and the means, methods, techniques or technique adequacy, reasonableness of cost, sequences and procedures of any safety precaution, including, but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et seq., cited as the "Trench Safety Act. Bidder ", and is responsible to determine any safety or safety related standards that apply to the Project.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Bidder Printed Name

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**END OF DOCUMENT**

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**DOCUMENT 00480**

**BIDDER'S QUALIFICATION FORM**

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a General Contractor?

---

2. List five projects successfully performed for a public entity.

1). Project Name: \_\_\_\_\_ Owner: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date of Completion: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

2). Project Name: \_\_\_\_\_ Owner: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date of Completion: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

3). Project Name: \_\_\_\_\_ Owner: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date of Completion: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

4). Project Name: \_\_\_\_\_ Owner: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date of Completion: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

5). Project Name: \_\_\_\_\_ Owner: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date of Completion: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

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

---

---

4. Name three individuals or corporations for which you have performed work and to which you refer:

---

---

5. List the following information concerning all contracts on hand as of the date of submission of this proposal. (In case of co-venture, list the information for all co-ventures.)

<b>NAME OF PROJECT</b>	<b>OWNER</b>	<b>TOTAL CONTRACT VALUE</b>	<b>CONTRACTED DATE OF COMPLETION</b>	<b>PERCENTAGE COMPLETION TO DATE</b>
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(Continue list on insert sheet, if necessary.)

6. Have you personally inspected the proposed work, and have you a complete plan for its performance?

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7. Will you sublet any part of this work? If so, give details such as the subcontractor name, address, phone number and type of work to be performed. Also, indicate the percentage of the total work to be performed by the subcontractor.

---

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---

8. What equipment do you own that is available for the work?

---

---

---

9. What equipment will you purchase for the proposed work?

---

---

---

10. What equipment will you rent for the proposed work?

---

---

---

11. The following is given as a summary of the Financial Statement of the undersigned: (List assets and liabilities, and use insert sheet if necessary.)

---

---

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12. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the name of all the partners. If a trade name, state the names of the individuals who do business under the trade name. It is absolutely necessary that this information be furnished.)

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

(a) The business is a (sole proprietorship) (partnership) (corporation)

\_\_\_\_\_

(b) The address of principal place of business is:

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

(c) The names of the corporate officers, or partners or individuals doing business under a trade name, are as follows:

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

\_\_\_\_\_  
Bidder

**END OF DOCUMENT**

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**DOCUMENT 00500**

**AGREEMENT**

THIS AGREEMENT, made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Town of Davie, Florida, hereinafter called the Owner, and \_\_\_\_\_, hereinafter called the Contractor.

WITNESSETH:

1. That the Contractor, for the consideration hereafter fully set out, hereby agrees with the Owner as follows:

That the Contractor shall furnish all the materials, equipment and labor to perform all the work necessary to complete the **Bamford Park Artificial Turf Installation** for the Town of Davie, Florida, all in full and complete accordance with the following Specifications and Contract Documents, which are attached hereto and made a part thereof, as if fully contained herein; Advertisement for Bids; Instructions to Bidders; General Conditions, Supplementary Conditions, Addenda, Construction Drawings and Specifications; the Proposal and acceptance thereof.

2. That the Contractor shall commence the work performed under this Agreement on the date specified in the Notice to Proceed order from the Owner and shall fully complete all work within 300 calendar days from said date. That the Contractor shall submit an invoice for payment within 28 days of the Notice to Proceed order.
3. That the Owner hereby agrees to pay the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) based on the estimate quantities and unit or lump sum prices contained herein.
4. That the Owner, within thirty (30) days from the day an Engineer's approved Application for Payment is presented to he/she, pay the Contractor the amount approved by the Engineer.
5. Partial payment shall be made on the basis or work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate, which is to be retained by the Owner until all work within a particular part has performed strictly within accordance with this Agreement and until such work has been accepted by the Owner. The remaining ten percent will be remitted within thirty (30) days of completion and acceptance by the Owner.
6. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
7. It is mutually agreed between the parties hereto that time is of the essence of this Contract, and in the event the construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of one thousand dollars (\$1,000) per calendar day for each day thereafter, Sundays and Holidays included, that the work remains uncompleted, which sum shall represent the actual damages which the Owner

will have sustained per day by the failure of the Contractor to complete the work within the time stipulated, and this sum is not a penalty, being the liquidated damages the Owner will have sustained in the event of such default by the Contractor.

8. No additional work or extras shall be performed unless the same shall be duly authorized by appropriate action of the Owner in writing.
9. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the Owner or the Engineer. The venue for any legal action shall be in Broward County, Florida.
10. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, or from requirements of all specifications. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.
11. The Contractor shall perform all work required by the Contract Documents for the **Bamford Park Artificial Turf Installation, Bid No. B-17-99.**
12. The Contractor may requisition payments for work completed during the project at monthly intervals. The Contractor's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the Engineer. Each requisition shall be submitted in quintuplet (5) to the Engineer for approval. Ten percent (10%) of all monies earned by the Contractor shall be retained by the Owner until the project is totally completed as specified and accepted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above, in quintuplet (5) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original Contract.

\_\_\_\_\_  
CONTRACTOR

WITNESS:

\_\_\_\_\_  
BY

\_\_\_\_\_

\_\_\_\_\_  
TITLE

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

OWNER  
Town of Davie, Florida  
Municipal Corporation

ATTEST:

\_\_\_\_\_  
EVELYN ROIG  
Town Clerk

\_\_\_\_\_  
JUDY PAUL  
Mayor

(Seal)

\_\_\_\_\_  
Richard J. Lemack  
Town Administrator

APPROVED AS TO FORM AND  
CORRECTNESS:

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

\_\_\_\_\_  
John Rayson  
Town Attorney, Town of Davie

Council Approved: \_\_\_\_\_  
(Date)

Contract Amount: \$ \_\_\_\_\_

**END OF DOCUMENT**

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**DOCUMENT 00600**

**CONSTRUCTION PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone No.)

SURETY (Name and Principal Place of Business)

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

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

OWNER (Name and Address and Phone No.):

TOWN OF DAVIE  
6591 Orange Drive  
Davie, Florida 33314  
Phone (954) 797-1030

CONSTRUCTION CONTRACT

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

Amount: \$ \_\_\_\_\_

Description (Name and Location):

**Bamford Park Artificial Turf Installation**

**BID No. B-17-99**

**ADDRESS: 6591 Orange Drive, Davie, FL 33314**

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$ \_\_\_\_\_

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL  
Company (Corporate Seal)

SURETY  
Company (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

CONTRACTOR AS PRINCIPAL

Company (Corporate Seal)

Company (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title

Signature: \_\_\_\_\_  
Name and Title

\_\_\_\_\_ through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, American Institute of Engineers, American Subcontractors Association and the Associated Specialty Contractors.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claims, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by, or have a direct contract with the Contractor, have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied, or for whom the labor was done or performed; and
    - 4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice, any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    - 4.2.3 Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in paragraph 12) and sent a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor, or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly, and at the Surety's expense, take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing, and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor, and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have, under this Bond, no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one (1) year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be acceptable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from, and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
  - 15.1 Claimant – An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include, without limitation, in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, Engineering services required for performance of the work of the Contractor, and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
  - 15.2 Construction Contract – The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3 Owner Default – Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**DOCUMENT 00601**

**CONSTRUCTION PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone No.)

SURETY (Name and Principal Place of Business)

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

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

OWNER (Name and Address and Phone No.):

TOWN OF DAVIE  
6591 Orange Drive  
Davie, Florida 33314  
Phone (954) 797-1030

CONSTRUCTION CONTRACT

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

Amount: \$ \_\_\_\_\_

Description (Name and Location):

**Bamford Park Artificial Turf Installation**

**BID No. B-17-99**

**ADDRESS: 6591 Orange Drive, Davie, FL 33314**

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$ \_\_\_\_\_

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL  
Company (Corporate Seal)

SURETY  
Company (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

CONTRACTOR AS PRINCIPAL

Company (Corporate Seal)

Company (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title

Signature: \_\_\_\_\_  
Name and Title

\_\_\_\_\_ through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, American Institute of Engineers, American Subcontractors Association and the Associated Specialty Contractors.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety, at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract, such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly, and at the Surety's expense, take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified Contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a Contract to be prepared for execution by the Owner and the Contractor, selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the Bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
  - 4.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as deemed practicable by the owner after the amount is determined, tender payment therefor to the Owner; or
  - 4.4.2. Deny liability in whole or in part and notify the Owner citing reasons there for.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds, as provided in Subparagraph 4.4, and the Owner refuses the payment tendered, or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract.
  - 6.2 Additional legal, design, professional and delay costs resulting from the Contractor's Default and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contract.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in Broward County within two (2) years after Contractor Default, or within two (2) years after the Surety refuses or fails to perform its obligations under this

Bond, whichever occurs first. The provisions of limitation available to Sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom, and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. DEFINITIONS

12.1 Balance of the Contract Price – The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received, or to be received by the Owner, in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract – The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default – Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default – Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

DOCUMENT 00650

ACKNOWLEDGEMENT OF CONFORMANCE  
WITH O.S.H.A. STANDARDS

TO THE TOWN OF DAVIE:

We, \_\_\_\_\_ hereby acknowledge and agree that as Contractors for the **Bamford Park Artificial Turf Installation**, within the limits of the Town of Davie, Florida, have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health Regulations and agree to indemnify and hold harmless the Town of Davie against any and all legal liability or loss the Town or the Engineer may incur due to \_\_\_\_\_ failure to comply with such act.

\_\_\_\_\_  
ATTEST

\_\_\_\_\_

\_\_\_\_\_  
ATTEST

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

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

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

END OF DOCUMENT

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

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
a practice division of the  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

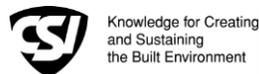
AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

EJCDC C-700 Standard General Conditions of the Construction Contract.  
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1015 15th Street, N.W., Washington, DC 20005

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

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

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## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

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#### 1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. *PCBs*--Polychlorinated biphenyls.

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

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

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

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

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

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

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

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

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

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

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

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

43. *Specifications*--That part of the Contract Documents consisting of written requirements for

materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

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

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

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

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

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

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

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

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

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the

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

## 1.02 Terminology

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

### B. Intent of Certain Terms or Adjectives

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

### C. Day

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

### D. Defective

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

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

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

E. Furnish, Install, Perform, Provide

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

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

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

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

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

## ARTICLE 2 - PRELIMINARY MATTERS

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

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

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### 2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project

Manual. Additional copies will be furnished upon request at the cost of reproduction.

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

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

### 2.04 *Starting the Work*

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

### 2.05 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

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

### 2.06 *Preconstruction Conference*

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

2.07 *Initial Acceptance of Schedules*

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

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

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

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3.01 *Intent*

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

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

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

3.02 *Reference Standards*

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

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

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

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

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

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

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

## B. Resolving Discrepancies

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

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

### 3.04 *Amending and Supplementing Contract Documents*

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

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

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

### 3.05 *Reuse of Documents*

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

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or
2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

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

### 3.06 *Electronic Data*

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

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

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

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

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### 4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

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

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

#### 4.02 *Subsurface and Physical Conditions*

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

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

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

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

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

#### C. Possible Price and Times Adjustments

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

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

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

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

contract; or

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

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

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

#### 4.04 *Underground Facilities*

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

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

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

a. reviewing and checking all such information and data,

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

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

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

#### B. Not Shown or Indicated

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

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

#### 4.05 *Reference Points*

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

#### 4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous

Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

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

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.

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

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

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or

(ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.

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

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

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

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

## ARTICLE 5 - BONDING AND INSURANCE

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

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

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

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### 5.02 *Licensed Sureties and Insurers*

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

### 5.03 *Certificates of Insurance*

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

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

### 5.04 *Contractor's Liability Insurance*

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

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

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

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

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

3. include completed operations insurance;

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

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

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

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

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

#### 5.05 *Owner's Liability Insurance*

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

#### 5.06 *Property Insurance*

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

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

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

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

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

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

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to

each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

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

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

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

#### 5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain

provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds there under. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

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

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

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

#### 5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of

Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

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

#### 5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies,

but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

## ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

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### 6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

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

### 6.02 *Labor; Working Hours*

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

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

### 6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other

facilities and incidentals necessary for the performance, testing, startup, and completion of the Work.

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

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

#### 6.04 *Progress Schedule*

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

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

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

#### 6.05 *Substitutes and "Or-Equals"*

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

1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an

"or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

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

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

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

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

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

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

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

#### 2. Substitute Items

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

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

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

d. Contractor shall make written application to Engineer for review of a proposed substitute item

of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

- a) perform adequately the functions and achieve the results called for by the general design,
- b) be similar in substance to that specified, and
- c) be suited to the same use as that specified;

2) ) will state:

- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
- b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
- c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) ) will identify:

- a) a) all variations of the proposed substitute item from that specified , and
- b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

*B. Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow

Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

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

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

*E. Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

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

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if

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

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

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

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

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

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

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

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the

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

#### 6.07 *Patent Fees and Royalties*

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

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

#### 6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental

charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 6.09 *Laws and Regulations*

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

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

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

#### 6.10 *Taxes*

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

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

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any

damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

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

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

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

*C. Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

#### 6.12 *Record Documents*

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

Samples, and Shop Drawings will be delivered to Engineer for Owner.

### 6.13 *Safety and Protection*

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

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

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

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

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

### 6.14 *Safety Representative*

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

### 6.15 *Hazard Communication Programs*

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

### 6.16 *Emergencies*

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

### 6.17 *Shop Drawings and Samples*

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

#### 1. Shop Drawings

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

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

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

a. Submit number of Samples specified in the Specifications.

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

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

#### C. C. Submittal Procedures

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

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

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

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

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

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

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

#### D. Engineer's Review

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

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

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

#### E. Resubmittal Procedures

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

#### 6.18 *Continuing the Work*

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

#### 6.19 *Contractor's General Warranty and Guarantee*

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

of Contractor's warranty and guarantee.

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

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

#### 6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any

of them to perform any of the Work or anyone for whose acts any of them may be liable .

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

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

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 *Delegation of Professional Design Services*

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

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

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

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

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

## ARTICLE 7 - OTHER WORK AT THE SITE

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### 7.01 *Related Work at Site*

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

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefore as provided in Paragraph 10.05.

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

the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

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

### 7.02 *Coordination*

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

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

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

### 7.03 *Legal Relationships*

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

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES

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8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

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9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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

#### 9.03 *Project Representative*

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

#### 9.04 *Authorized Variations in Work*

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

#### 9.05 *Rejecting Defective Work*

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

require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

#### 9.06 *Shop Drawings, Change Orders and Payments*

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

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

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

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

#### 9.07 *Determinations for Unit Price Work*

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

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

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

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

C. Engineer's written decision on the issue

referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

#### 9.09 *Limitations on Engineer's Authority and Responsibilities*

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

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

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

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

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

## ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

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### 10.01 *Authorized Changes in the Work*

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

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

### 10.02 *Unauthorized Changes in the Work*

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

### 10.03 *Execution of Change Orders*

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

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the

Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

#### 10.04 *Notification to Surety*

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

#### 10.05 *Claims*

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

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

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

1. deny the Claim in whole or in part,
2. approve the Claim, or
3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it

would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

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

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

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

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

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#### 11.01 *Cost of the Work*

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

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

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

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

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

5. Supplemental costs including the following:

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

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

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

d. Sales, consumer, use, and other similar taxes

related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

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

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

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

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

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

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

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

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

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

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

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

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

#### 11.02 Allowances

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

##### B. Cash Allowances

1. Contractor agrees that:

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

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

##### C. Contingency Allowance

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

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

#### 11.03 Unit Price Work

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

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

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

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

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

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12.01 *Change of Contract Price*

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

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

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

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

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred

by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

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

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

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

12.02 *Change of Contract Times*

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

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

12.03 *Delays*

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

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

conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

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

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

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

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

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##### 13.01 *Notice of Defects*

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

##### 13.02 *Access to Work*

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

##### 13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice

of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

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

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

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

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

##### 13.04 *Uncovering Work*

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

B. If Engineer considers it necessary or

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

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

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

#### 13.05 *Owner May Stop the Work*

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

#### 13.06 *Correction or Removal of Defective Work*

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

not limited to all costs of repair or replacement of work of others).

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

#### 13.07 *Correction Period*

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

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

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

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

D. Where defective Work (and damage to other Work resulting there from) has been corrected or removed and replaced under this Paragraph 13.07, the correction

period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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

#### 13.08 *Acceptance of Defective Work*

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

#### 13.09 *Owner May Correct Defective Work*

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

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

elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefore as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

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

### ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

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#### 14.01 *Schedule of Values*

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

#### 14.02 *Progress Payments*

##### A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment

shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

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

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

#### B. Review of Applications

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

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

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

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

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

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

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

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

#### C. Payment Becomes Due

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

#### D. Reduction in Payment

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

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

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

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

#### 14.03 Contractor's Warranty of Title

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

#### 14.04 Substantial Completion

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

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

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

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

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

#### 14.05 Partial Utilization

A. Prior to Substantial Completion of all the

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

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

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

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

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

#### 14.06 *Final Inspection*

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

#### 14.07 *Final Payment*

##### A. Application for Payment

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

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

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

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

##### B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and

Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

### C. Payment Becomes Due

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

#### 14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 *Waiver of Claims*

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

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

## ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

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### 15.01 *Owner May Suspend Work*

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

### 15.02 *Owner May Terminate for Cause*

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

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

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

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph

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

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

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

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

#### 15.03 *Owner May Terminate For Convenience*

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

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

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

#### 15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

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

### ARTICLE 16 - DISPUTE RESOLUTION

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#### 16.01 *Methods and Procedures*

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

Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

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

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

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

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

## ARTICLE 17 - MISCELLANEOUS

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### 17.01 *Giving Notice*

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

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 17.02 *Computation of Times*

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

### 17.03 *Cumulative Remedies*

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

### 17.04 *Survival of Obligations*

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

### 17.05 *Controlling Law*

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

### 17.06 *Headings*

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

SECTION 00900

ADDENDUM

SECTION 01010  
SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes general descriptions of the Contractor use of site, location of work, description of work, work sequence, owner occupancy and work by others.

1.02 RELATED SECTIONS

- A. Section 01015 – General Requirements
- B. Section 01025 – Measurement and Payment
- C. Section 01030 – Special Project Procedures
- D. Section 01505 – Control of Work
- E. Other Sections as applicable.

1.03 REFERENCES (NOT USED)

1.04 CONTRACTOR USE OF SITE

- A. The Contractor shall limit his area of work to remain within those properties and easements as depicted in the Drawings or as approved in writing by the Owner.
- B. Contractors use of lands other than those depicted in the Drawings shall require written approval from the land owner and be at the Contractors risk and cost.

1.05 LOCATION OF WORK

- A. The work is located within portions of Bamford Park on Pine Island Road in the Town of Davie, Florida.

1.06 DESCRIPTION OF WORK

The following is a general list of the work included. It is not intended to be complete. Consult the contract drawings and specifications for all contract requirements.

- 1. This project is to convert two sports fields into artificial turf fields with chain link fence, and sidewalk improvements.

1.07 WORK SEQUENCE

- A. Excavation of the fields, demolition of existing sidewalks, drainage improvements and artificial turf installations, curb and gutter, chain link fence and sidewalk improvements.

1.08 OWNER OCCUPANCY

- A. Cooperate with Owner to minimize conflict, and to facilitate Residences and Owner's operations.
- B. Schedule the Work to accommodate this requirement.

1.09 WORK BY OTHERS

- A. The Contractor is advised that work by others may take place during the duration of the contract time. It shall be the Contractor's responsibility to coordinate and schedule all Work as not to delay or hinder his work or the work by others.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01012  
MEASUREMENT AND PAYMENT  
UNIT PRICE BID

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section includes administrative and procedural requirements for determining payment for Work completed and ready for payment under the Unit Price Contract where the Unit Price Bid Form is utilized in the Applications for Payment.

1.02 RELATED SECTIONS

- A. Section 00300 – Bid Form
- B. Section 01370 – Schedule of Values
- C. Other Sections as applicable.

1.03 REFERENCES

- A. Manual of Uniform Traffic Control Devices (MUTCD)
- B. FDOT Standard Specification for Road and Bridge Construction (Standard Specifications)
- C. FDOT Design Standards for Design, Construction, Maintenance and Utility Operations in the State Highway System (Standard Indexes)
- D. Broward County Public Works and Transportation Department, Highway Construction and Engineering Division Minimum Standards

1.04 GENERAL REQUIREMENTS

- A. Prices shall include all costs required for the completed, in-place construction of the specified unit of work. This may include but not be limited to, materials and delivery; cost of installation; incidentals; labor including social security, insurance, and other required fringe benefits; workman's compensation insurance; bond premiums; rental of equipment and machinery; taxes; testing; surveys; incidental expenses; and supervision.
- B. Installation, acceptance, and payment shall be in accordance with the REFERENCES.
- C. The Owner reserves the right to reject the Contractor's measurement of completed work that involves use of established unit prices, and to have this work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.

- D. Contract Sum adjustments will be by Change Order on basis of net accumulative change for each unit price category.
  - 1. Except as otherwise specified, unit prices shall apply to both deductive and additive variations of quantities.
  - 2. Lump sum and unit prices in the Agreement shall remain in effect until date of final completion of the entire Work.
- E. Partial payment for material and equipment properly stored and protected will be made in accordance with requirements of the General Conditions.
- F. Abbreviations:
  - 1. Acre - AC
  - 2. Allowance - AL
  - 3. Cubic Yard - CY
  - 4. Each - EA
  - 5. Furnish and Install - F & I
  - 6. Gallons - GA
  - 7. Gross Mile - GM
  - 8. Linear Feet - LF
  - 9. Lump Sum - LS
  - 10. Million Gallons - MG
  - 11. Net Mile - NM
  - 12. Square Foot - SF
  - 13. Square Yard - SY
  - 14. Ton - TN

#### 1.05 MEASUREMENT AND PAYMENT

- A. Payment shall constitute full compensation and will be made as indicated in the General Conditions.
- B. The quantity approved for payment shall be either:
  - 1. Percentage of the Lump Sum Price - A percentage of the Lump Sum Price equivalent to the percentage of the project completion as determined by the Engineer as of the date of the pay request submitted. The percent completion of the project shall be based on the percent of the total project actually constructed and not on the percent of the Contract price completed.
  - 2. Measured Quantities - The actual quantities in-place and accepted as measured by the Engineer on the date of the pay request submitted in the units specified in the bid form or schedule of values.

## 1.06 PROTECTION

- A. Where pavement, pipes, valves, appurtenances, trees, shrubbery, fences, other property or structures are in proximity to the WORK, adequate protection shall be provided. Such protection is considered incidental to construction and shall not be assigned to any pay item.

## 1.07 RESTORATION

- A. Where pavement, pipes, valves, structures, appurtenances, trees, shrubbery, fences, other property or structures not designated as pay items, have been damaged, removed or disturbed by the Contractor, whether deliberately or through failure to carry out the requirements of the Contract Documents, state laws, municipal ordinances or the specific direction of the Engineer, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor to a condition equal to that before work began within a time frame approved by the Engineer. Such restoration is considered incidental to construction and shall not be assigned to any pay item.

## PART 2 - PRODUCTS (NOT APPLICABLE)

## PART 3 - EXECUTION

### 3.01 MOBILIZATION/DEMobilIZATION/SWPPP - BID ITEM NO. 1

- A. Payment shall be made as a percentage of the Lump Sum Price.
- B. The Lump Sum Price shall include compensation for all labor, materials, equipment and all other incidentals required for all temporary facilities, transportation, communications, office, maintenance, project signs, and any other pre- or post-construction expenses necessary for the start or cessation of the Work, not specifically identified in the costs of the work.
- C. The lump sum price shall exclude the cost of construction material and installation.
- D. No further payment shall be made for remobilization unless all of the work is suspended by the Engineer for a period in excess of three months and through no fault to the Contractor.
- E. The lump sum price shall not exceed five percent (5%) of the contract price.

### 3.02 CLEARING AND GRUBBING/DEMOLITION - BID ITEM NO. 2

- A. Payment for this item shall be made on a Lump Sum Basis. The Contractor's unit price shall include full compensation for all Clearing and Grubbing/Demolition, removal of existing goal posts, fence and posts, bollards, existing irrigation system within the fields and other improvements located with the proposed artificial playing fields as shown on the plans as necessary within the Project site, and any other required removal, clearing and grubbing/demolition, except for any areas designated to be paid for separately or to be specifically included in the costs of other work

under the Contract.

- B. The Contractor shall remove and legally dispose of all bushes, trees, stumps, roots, and other such protruding objects, structures, existing irrigation system within fields, appurtenances, sign assemblies and any other facilities to prepare the area within the Project Site for construction of the proposed improvements.

3.03 TESTING AND SURVEY - BID ITEM NO. 3

- A. Payment shall be made based as a percentage of the Lump Sum Price.
- B. The Lump Sum Price shall include full compensation to perform all calculations and field work required, in order to establish all horizontal and vertical controls, set all stakes needed, such as grade stakes, offset stakes, reference point stakes, slopes stakes, and other reference marks or points necessary to provide lines and grades for construction and as-builting of all site improvements and miscellaneous items. Payment for this item also shall include all field testing and laboratory work including reports as required by the plans and specifications.

3.04 ARTIFICIAL FIELDS INCLUDING ARTIFICIAL TURF CARPET, DRAINAGE SYSTEM, SUBGRADE, BASE AND HEADER CURB - BID ITEM NO. 4

- A. Payment for artificial fields including artificial turf carpet, drainage system on and off the field, subgrade, subbase and header curb shall be on a lump sum basis installed and accepted.
- B. The cost shall include full compensation for all labor, equipment and material as necessary to excavate the existing subgrade and install a complete and functioning artificial turf system, including, but not limited to infill, drainage system, base, subgrade, recycled plastic 2"x4", nails and field markings, and header curb as indicated on the plans and specifications.
- C. The cost shall include full compensation for all labor, equipment and material as necessary to install, prepare and compact the subgrade beneath the artificial turf system, as indicated on the plans.
- D. The cost shall include full compensation for all labor, equipment and material as necessary to install a complete and functioning drainage system, including geotextile fabric, 7.5" layer of #57 base stone, 1.5" layer #89 finishing stone, pollutant retardant baffles, collector pipes, transport pipes, appurtenances, installed drainage structures within the field and out of the field, all installed drainage pipes in the field and out of the field, removal and replacement of pipe in same location, and connections to existing and/or proposed drainage system/structures as indicated on the plans. The cost shall include hauling the pipe to the new location as necessary and any cleaning that might be required. When the drainage or utility pipe is removed and the new pipe is constructed in approximately the same location, the cost of excavating and removing the old pipe and of its disposal will be included.
- E. The cost shall include full compensation for all labor, materials, hardware, in-fill material, artificial turf, field markings, rock base, subgrade or any other items required to install the artificial turf in accordance with the Contract Documents.

- F. Any drainage pipe, drainage structure and/or artificial turf that is damaged incidental to construction shall be replaced at the Contractor's expense.

3.05 TALL HEADER CURB – BID ITEM NO. 5

- A. Payment for Tall Header Curb shall be based on the Contractor's unit price per linear foot installed and accepted.
- B. The cost shall include full compensation for all supervision, labor, equipment and materials required to install the Tall Header Curb in accordance with the Contract Documents.
- C. Any Tall Header Curb that is damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.06 RECONSTRUCT WOODEN STAIRS – BID ITEM NO. 6

- A. Payment for reconstructing wooden stairs shall be based on the Contractor's lump sum basis installed and accepted.
- B. The cost shall include full compensation for all supervision, labor, equipment and materials required to reconstruct wooden stairs in accordance with the Contract Documents.
- C. Any portion of the wooden stairs that is damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.07 GRAVITY WALL WITH FIELD WALL PADDING – BID ITEM NO. 7

- A. Payment for Gravity Wall with field wall padding shall be based on the Contractor's unit price per linear foot installed and accepted.
- B. The cost shall include full compensation for all supervision, labor, equipment and materials required to install the Gravity Wall with field wall padding in accordance with the Contract Documents.
- C. Any Gravity Wall with field wall padding that is damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.08 CONCRETE SIDEWALK/CONCRETE APRON INCLUDING STABILIZED SUBGRADE (VARIOUS WIDTHS) – BID ITEM NO. 8

- A. Payment for Concrete Sidewalks/concrete apron including stabilized subgrade shall be based on the Contractor's unit price per square yard installed and accepted.
- B. The cost shall include full compensation for all supervision, labor, equipment and materials required to install the Concrete Sidewalk/concrete apron in accordance with the Contract Documents.
- C. The cost shall include the sidewalk/concrete apron including stabilized subgrade.
- D. Any Concrete Sidewalk/concrete apron that is damaged incidental to construction or

defective shall be replaced at the Contractor's expense.

3.09 DEMOLISH EXISTING CONCRETE SIDEWALK - BID ITEM NO. 9

- A. Payment for Demolish Existing concrete sidewalk as indicated on the plans shall be made at the Contractor's unit price per square yard of concrete sidewalk demolished and legally disposed of. The Contract Unit Price shall include compensation for all labor, sawcutting at limits of removal, material, and equipment required to Demolish Existing concrete sidewalk in accordance with the plans and specifications.
- B. Payment shall be made for Concrete sidewalk demolished by authorization of the Consultant. Any demolition not shown on the plans or approved by the Consultant shall be replaced at the Contractor's expense.

3.10 4' HIGH CHAIN LINK FENCE AND GATE – BID ITEM NO. 10

- A. Payment for Chain Link Fence shall be based on the Contractor's unit price per linear foot installed and accepted.
- B. The cost shall include full compensation for all supervision, labor, equipment, design, permit and materials required to install the Chain Link Fence, including posts, footers, mesh and all associated appurtenances in accordance with the Contract Documents. Size and spacing of posts and footers to be identified on contractor's shop drawings.
- C. Any Chain Link Fence that is damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.11 ALUMINUM PEDESTRIAN RAIL – BID ITEM NO. 11

- A. Payment for Aluminum Pedestrian Rail shall be based on the Contractor's unit price per linear foot installed and accepted.
- B. The cost shall include full compensation for all supervision, labor, equipment and materials required to install the Aluminum Pedestrian Rail in accordance with the Contract Documents.
- C. Any Aluminum Pedestrian Rail that is damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.12 REMOVABLE BOLLARD – BID ITEM NO. 12

- A. Payment for Removable Bollards shall be made based on the Contractor's unit price per each installed and accepted.
- B. The cost shall include compensation for all labor, material, hardware, caulking, gaskets, grout, brick, concrete, equipment or any other items required to install the Removable Bollards in accordance with the Contract Documents.
- C. Any damage to any Removable Bollards shall be repaired at the Contractor's expense.

3.13 SOD – BID ITEM NO. 13

- A. Payment for Sod shall be based on the Contractor's unit price per square yard installed and accepted.
- B. The cost shall include full compensation for all supervision, labor, equipment and materials required to install the Sod in accordance with the Contract Documents including fine grading, raking, rock removal and disposal, all labor, equipment and materials, fertilizer, watering truck or temporary water and watering for the period specified.
- C. Any Landscaping that is damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.14 MISCELLANEOUS APPURTENANCES – BID ITEM NO. 14

- A. Payment for miscellaneous appurtenances shall be made at the Contractor's Unit Price per each football goal post installed and accepted including foundation.
- B. The cost shall include compensation for all labor, material, and equipment as necessary to furnish and install the football goal posts in accordance with the Contract Documents.
- C. Any damage to any of the football goal posts or foundation shall be repaired at the Contractor's expense.

3.14 ADJUSTMENTS TO EXISTING IRRIGATION – BID ITEM NO. 15

- A. The Contract Lump Sum Price shall include compensation for all labor, material, and equipment required to repair damaged or retrofit to the existing irrigation system to a fully functional system. The Contractor shall cut and cap the existing lines at the perimeter of the improvements and provide a fully functioning system outside of the proposed Artificial Fields and sidewalks by installing irrigation sprinkler heads.
- B. Payment shall be made for Adjustments to exiting irrigation system by authorization of the Consultant.

3.16 TOWN OF DAVIE ENGINEERING PERMIT FEE (10% OF BID AMOUNT) – BID ITEM NO. 16

- A. Payment for Town of Davie Engineering Permit Fee (10% of Bid Amount) shall be made at the actual amount of the permit fee as established by the Town at the time of Permit Application. For the purposes of the bid, an allowance of 10% of the Bid Amount is to be used. This 10% of the Bid total will exceed the permit fee and only the actual amount of the fee will be paid both by the Contractor to the Town.

3.16 TOWN OF DAVIE BUILDING PERMIT (2% OF BID AMOUNT) – BID ITEM NO. 17

- A. Payment for Town of Davie Building Permit Fee (2% of Bid Amount) shall be made at the actual amount of the permit fee as established by the Town at the time of Permit Application. For the purposes of the bid, an allowance of 2% of the Bid Amount is to

be used. This 2% of the Bid total will exceed the permit fee and only the actual amount of the fee will be paid both by the Contractor to the Town.

3.17 UNSUITABLE MATERIAL ALLOWANCE – ALTERNATIVE BID ITEM NO. A1

- A. Payment for this item shall be made at the Contractor's Unit Price per cubic yard of muck and/or soils containing arsenic excavated. The Contractor's unit price shall include full compensation for all supervision, labor, equipment, and materials required to complete the work in accordance with the plans and specifications. This unit pricing includes, Muck and/or soils containing arsenic Excavation Allowance including cost of legal disposal of all deleterious material and Trench Safety Compliance.

END OF SECTION

SECTION 01015  
GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section provides for miscellaneous provisions applicable to the Work.

1.02 RELATED SECTIONS

- A. Section 01090 - References
- B. Section 01310 – Construction Schedules
- C. Section 01340 – Shop Drawings, Working Drawings and Samples
- D. Section 01530 – Protection of Existing Property
- E. Section 01570 – Traffic Regulation
- F. Section 01720 – Project Record Documents
- G. Other Sections as applicable.

1.03 TERMINOLOGY

- A. Throughout the Contract Documents, the following definitions apply:
  - 1. Owner - The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
  - 2. Work - The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.04 SAFETY

- A. All work shall be done in a safe manner and in strict compliance with all requirements of the Federal Occupational Safety and Health Act (OSHA), The Florida Trench Safety Act and all other State and local safety and health regulations.

- B. The Contractor shall comply promptly with such safety regulations as may be prescribed by the Owner or the local authorities having jurisdiction and shall, when so directed, properly correct any unsafe conditions created by, or unsafe practices on the part of, his employees. In the event of the Contractor's failure to comply, the Owner may take the necessary measures to correct the conditions or practices complained of, and all costs thereof will be deducted from any monies due. Failure of the Owner to direct the correction of unsafe conditions or practices shall not relieve the Contractor of his responsibilities.
- C. The Contractor shall provide, erect and maintain as necessary, strong and suitable barricades, danger signs and warning lights for the protection of the public in accordance with Section 01570 - Traffic Regulation.

#### 1.05 APPLICABLE CODES

- A. The Contractor shall comply with the applicable standards codes and specifications governing the Contract Documents whether City, County, State or Federal. The Contractor is obligated to notify the Owner and Engineer of any deficiency contained in the Contract Documents immediately upon discovery. Where conflicts exist in such, the more stringent shall govern.

#### 1.06 APPLICABLE PERMITS AND LICENSES

- A. The Contractor shall abide by all permit conditions, whether, general, specific, limited or otherwise. A copy of all applicable permits and licenses, with the exception of City permits obtained by the Contractor, are attached hereto and made a part of the Contract Documents.

#### 1.07 PUBLIC BID DISCLOSURE ACT 218.80 FS

- A. All the local governmental entity permits or fees are to be disclosed, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, payable by the contractor to the unit of government that issued the bidding documents or other governmental agency,
- B. The following permits are required for this project: Town of Davie Building Department and Town of Davie Engineering Department. The cost for these permits is accounted for in the Permitting Allowance of found in the Bid Form.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

#### 3.01 PRE-CONSTRUCTION RESPONSIBILITIES

- A. Upon receipt of the Notice To Proceed, the Contractor shall arrange for a Pre-Construction meeting. The meeting shall be held with a minimum of one weeks' notice and shall include the Engineer, the Owner and Representatives for all affected utility companies including but not limited to:

COMPANY	CONTACT	TELEPHONE NUMBER
AT&T Florida	Otis Keeve	(954) 723-2540
Broward County Traffic Engineering	Bret Henderson	(954) 847-2702
Copper Interconnect	Bret Henderson	(954) 847-2702
Fiber Optic Cable	Robert Blount	(954) 357-8242
Broward County Water & Wastewater	Eva Florian	(954) 831-0916
Town of Davie	Laura Borgesi & Larry Doughty	(954) 797-1113 (954) 327-3744
Comcast	Leonard Maxwell-Newbold	(954) 447-8405
FPL Distribution (Rdwy/Cnty/FDOT Dist. 4)	Byron Sample	(954) 321-2056
FPL Transmission	George Beck	(561) 904-3604
FPL Fibernet	Danny Haskett	(305) 552-2931
XO Communications	Tony Kowaleski	(305) 924-6761
Sunshine State One Call		(800) 432-4770
Broward Transit		(954) 357-8300

### 3.02 TEMPORARY UTILITIES

- A. The Contractor shall be responsible to arrange for and supply all temporary utilities including, but not limited to, water, sewer and electricity.
- B. The cost of temporary utilities shall be considered incidental to the cost of the Work and is therefore included in the Bid.

### 3.03 UNDERGROUND LOCATING SERVICE

- A. Prior to underground construction, the Contractor is required by the Underground Facility Damage Prevention and Safety Act, Chapter 556 FS to contact Sunshine 811, for the location of underground utilities.

### 3.04 HURRICANE PREPAREDNESS PLAN

- A. Should the performance of the Work occur during Hurricane Season, within thirty days of the date of Notice to Proceed, the Contractor shall submit to the Engineer and Owner a Hurricane Preparedness Plan. The plan should outline the necessary measures that the Contractor proposes to perform at no additional cost to the Owner in case of a hurricane warning. The plan shall detail these measures with specific action items defining responsible personnel.

### 3.05 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct; Contractor will cause Subcontractors to protect carefully the Work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of Contractor or any Subcontractor to so protect the Work, such Work and materials shall be removed and replaced at the expense of the Contractor.

B. PROTECTION OF WORK AND MATERIAL

- C. During the progress of the work and up to the date of final payment, the Contractor shall be solely responsible for the care and protection of all work and materials covered by the Contract.
- D. All work and materials shall be protected against damage, injury or loss from any cause whatsoever, and the Contractor shall make good any such damage or loss at his own expense. Protection measures shall be subject to the approval of the Owner and Engineer.

3.06 CONTRACTOR USE OF PREMISES

- A. Contractor shall have limited use of the premises for construction operations, including limited use of the site. The Contractor's use of the premises is further limited to the Owner's right to perform construction operations with its own forces or to employ separate Contractors on portions of the project.
- B. The Contractor shall be responsible for coordinating his daily activities in conjunction with any Contractors presently working within the vicinity of this project.
- C. Confine operations to areas within rights-of-way and easements.
- D. Keep existing driveways and entrances serving the premises clear and available to the Owner, Residents and the Owner's employees at all times.
  - 1. Do not use these areas for parking or storage of materials.
  - 2. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

3.07 ENVIRONMENTAL PROTECTION

- A. Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result.
  - 1. Adjustment of existing utilities
- B. The Contractor shall raise or lower all manholes, valve boxes, etc. to finished grade. The cost of these adjustments shall be considered incidental to the cost of the Work and is therefore included in the Bid.

3.08 EXISTING IRRIGATION

- A. All existing irrigation systems within the area of the Work shall be restored to original condition or better and adjusted to finished grade. The cost of repairs and/or adjustment to existing irrigation shall be considered incidental to the cost of the Work and is therefore included in the Bid.

### 3.09 DEMOLITION

- A. Limits of demolition which may be shown in the Contract Documents are general in nature. Actual limits of demolition shall be as determined by the field conditions in conformance with the requirements of the Work.
- B. All sidewalks within the limits of construction which are not ADA compliant (cross-slopes which exceed 2% and/or running slopes which exceed 5% and/or changes in level of  $\frac{1}{4}$ " or greater) shall be demolished and reconstructed to meet these requirements.
- C. When sidewalk tie-ins exist outside the limits of construction which are not ADA compliant, the Contractor shall replace those sections as directed by the Owner.

END OF SECTION

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SECTION 01021  
OWNER ALLOWANCES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section provides for administrative procedures for the Contractors utilization of monetary amounts for Owner Allowances when contained in the Contract Price or Total Base Bid.
- B. The Contractor has included in the Contract Price all Allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- C. The Contractor agrees that an Allowance, if any, is for the sole use of Owner to cover unanticipated or undetermined costs.
- D. All Owner Allowances which remain unused, in whole or in part, remain the property of the Owner.

1.02 RELATED SECTIONS

- A. Section 00310 - Bid Form.
- B. Section 01012 – Measurement and Payment.
- C. Section 01152 – Application for Payment
- D. Section 01310 - Construction Schedules.
- E. Section 01340 – Shop Drawings, Working Drawings and Samples
- F. Other Sections as Applicable.

1.03 PROCEDURES FOR ADMINISTRATION OF ALLOWANCES.

- A. Payment shall be as represented in Section 01012 – Measurement for Payment.

1.04 COSTS INCLUDED IN ALLOWANCES

- A. Cost of materials to Contractor, less applicable trade discounts.
- B. Delivery to site, products handling at site, including unloading, uncrating, and storage.
- C. Applicable taxes unless covered by Owner Furnished Equipment agreement.

- D. Protection of products from elements and from damage.
- E. All labor, insurance, payroll, bonding, equipment rental, expenses for the installation and finishing necessary for a complete working system or product.
- F. Other expenses required to complete installation.
- G. Contractor field and home office overhead and profit.

#### 1.05 CONTRACTOR RESPONSIBILITIES

- A. Promptly notify Engineer of any reasonable objections from supplier.
- B. On notification of selection, execute purchase agreement with designated supplier.
- C. Arrange for process shop drawings, product data, and samples.
- D. Arrange for delivery. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- E. Install, adjust, and finish products.
- F. Provide warranties for products and installation.

#### 1.06 CORRELATION WITH CONTRACTOR SUBMITTALS

- A. Schedule shop drawings, product data, samples, and delivery dates, in Progress Schedule for products selected under allowances.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 01045

### CUTTING AND PATCHING

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Contractor shall be responsible for all cutting, fitting and patching required to complete the work or to:
  - 1. Make its several parts fit together properly.
  - 2. Uncover portions of the Work to provide for installation of ill-timed work.
  - 3. Remove and replace defective work.
  - 4. Remove and replace work not conforming to requirements of Contract Documents.
  - 5. Remove samples of installed work as specified for testing.
  - 6. Investigate subsurface conditions or utilities.

##### 1.02 RELATED SECTIONS

- A. Section 01010 - Summary of Work
- B. Section 01015 – General Requirements
- C. Other Sections as applicable.

##### 1.03 SUBMITTALS

- A. Submit a written request to the Engineer in advance of executing any cutting or alteration which affects:
  - 1. Work of the Owner or any separate contractor.
  - 2. Structural value or integrity of any element of the Project.
  - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
  - 4. Efficiency, operational life, maintenance or safety of operational elements.
  - 5. Visual qualities of sight-exposed elements.

- B. Request shall include:
  - 1. Identification of the Project.
  - 2. Description of affected work.
  - 3. The necessity for cutting, alteration or excavation.
  - 4. Effect on work of Owner or any separate contractor, or on structural or weatherproof integrity of Project.
  - 5. Description of proposed work:
    - a. Scope of cutting, patching, alteration, or excavation.
    - b. Trades who will execute the work.
    - c. Products proposed to be used.
    - d. Extent of refinishing to be redone.
  - 6. Alternatives to cutting and patching.
  - 7. Cost proposal, when applicable.
  - 8. Written permission of any separate contractor whose work will be affected.
- C. Submit written notice to the Engineer designating the date and the time work will be uncovered.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

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

## PART 3 - EXECUTION

### 3.01 INSPECTION

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

### 3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for that portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

### 3.03 PERFORMANCE

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

END OF SECTION

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## SECTION 01046

### MODIFICATIONS TO EXISTING STRUCTURES, PIPING AND EQUIPMENT

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Furnish all labor, materials, equipment and incidentals required to modify, alter and convert existing structures as shown or specified and as required for the installation of new mechanical equipment, piping and appurtenances. Existing piping and equipment shall be removed, salvaged, abandoned or dismantled as necessary for the performance of the Work.

##### 1.02 RELATED SECTIONS

- A. Section 01045 - Cutting and Patching
- B. Section 01310 - Construction Scheduling
- C. Other Sections as applicable.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION

##### 3.01 GENERAL

- A. The Contractor shall cut, repair, reuse, excavate, demolish or otherwise remove parts of the existing structures or appurtenances, as indicated on the Drawings or specified herein or necessary for the performance of the Work.
- B. The above work shall include the cutting of grooves and chases in existing masonry to permit the proper bonding of new masonry to old, repainting of existing masonry, the drilling of holes into bolts, or other appurtenances, and the cutting of holes in masonry for the installation of pipe, conduits, and other appurtenances. The work shall include all necessary cutting and bending of reinforcing steel, structural steel, or miscellaneous metal work found embedded in the existing structures.
- C. Blasting with explosives will not be permitted to complete any work under this Contract.
- D. Care shall be taken not to damage any part of existing buildings, foundations and exterior structures both below and above ground.

- E. No existing structure, equipment, or appurtenance shall be shifted, cut, removed, or otherwise altered except with the express approval of and to the extent approved by the Engineer.
- F. When removing materials or portions of existing structures and when making openings in walls and partitions, the Contractor shall take all precautions and use all necessary barriers and other protective devices so as not to damage the structures or contents by falling or flying debris and not to damage the structures from excavation or undermining of existing structural supports, beams, footings, columns or any structural member.
- G. Materials and equipment removed in the course of making alterations and additions shall remain the property of the Owner, except that items not salvageable, as determined by the Engineer and the Owner shall become the property of the Contractor to be disposed of by him off the site of the work at his own place of disposal. The Contractor shall assist the Owner in loading and hauling of salvageable materials within the City limits of the project.
- H. All work of altering existing structures shall be done at such time and in such manner as will comply with the approved time schedule. So far as possible before any part of the work is started, all tools, equipment, and materials shall be assembled and made ready so that the work can be completed without delay.
- I. All workmanship and new materials involved in constructing the alterations shall conform to the General Specifications for the classes of work insofar as such specifications are applicable.
- J. All cutting of existing masonry or other material to provide suitable bonding to new work shall be done in a manner to meet the requirements of the respective section of these specifications covering the new work. When not covered, the work shall be carried on in the manner and to extent directed by the Engineer.
- K. Where holes in existing masonry are required to be sealed, unless otherwise herein specified, they shall be sealed with cement mortar or concrete. The sides of the openings shall be provided with keyed joints and shall be suitably roughened to furnish a good bond and make a watertight joint. All loose or unsound material adjacent to the opening shall be removed and, if necessary, replaced with new material. The method of placing the mortar seal shall provide a suitable means of releasing entrapped air.
- L. Surfaces of seals visible in the completed work shall be made to match as nearly as possible the adjacent surfaces.
- M. Non-shrink grout shall be used for setting wall castings, sleeves, leveling pump bases, doweling anchors into existing concrete and elsewhere as shown.
- N. Operating equipment shall be thoroughly cleaned and then lubricated and greased for protection during prolonged storage.

- O. The Contractor shall provide flumes, hoses, piping, etc. to divert or provide suitable plugs, bulkheads or other means to hold back the flow of wastewater, water or other liquids, all as required in the performance of the work under this Contract.

### 3.02 SALVAGE

- A. Any existing equipment or material, including but not limited to, motors, electrical components or controls, pipes, fittings, couplings, etc., which is removed or replaced as a result of construction under this project may be designated as salvage by the Engineer or Owner, and, if so, shall be removed or excavated, if necessary, and delivered to the Owner at a location directed by the Owner. Any equipment or material not worthy of salvaging, as directed by the Owner, shall be disposed of by the Contractor at a suitable location.

### 3.03 CONNECTING TO EXISTING PIPING AND EQUIPMENT

- A. The Contractor shall verify exact location, material, alignment, joint, etc. of existing piping and equipment prior to making the connections called out in the Drawings. The verifications shall be performed with adequate time to correct any potential alignment or other problems prior to the actual time of connection.
- B. The Contractor shall dismantle and remove all existing equipment, piping and other appurtenances required, he shall cut existing pipelines for the purpose of making connections thereto. Anchor bolts for equipment and structural steel removed shall be cut off one inch below the concrete surface. Surface shall be finished as specified in Division 3.
- C. At the time that a new connection is made to an existing pipeline, additional new piping, extending to and including the most convenient new valve, shall be installed.
- D. Where necessary or required for the purpose of making connections, the Contractor shall cut existing pipe lines in a manner to provide an approved joint. Where required, he shall weld beads, flanges or provide Dresser Couplings, all as specified and required.

END OF SECTION

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## SECTION 01050

### FIELD ENGINEERING AND SURVEYING

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Provide and pay for field Engineering and surveying services required for Project as follows:
  - 1. Surveying work required for the lay-out and execution of Work.
  - 2. Surveying work required to identify and maintain existing control points, bench marks and property line corners.
  - 3. Surveying work required to verify existing utility locations.
  - 4. Surveying work as required to create Project Record Documents.
  - 5. Civil, structural, or other professional Engineering services specified, or required to execute the Contractor's construction methods.
  - 6. Testing, sampling, calibrating and training services specified, or required to execute the Contractor's construction methods including soils, concrete, material, etc.

##### 1.02 RELATED SECTIONS

- A. Section 01410 – Materials and Installation Testing
- B. Section 01720 - Project Record Documents
- C. Other Sections as applicable.

##### 1.03 QUALIFICATIONS OF PROFESSIONAL

- A. Florida Registered Professional Surveyor and Mapper, acceptable to the Owner and the Engineer.
- B. Florida Registered Professional Engineer(s) of the specialty required for on the Project, acceptable to the Owner and the Engineer.

##### 1.04 SURVEY REFERENCE POINTS

- A. Horizontal and vertical control points for the Project are to be established by the Engineer and provided to the Contractor.
- B. Locate and protect control points prior to starting work, and preserve all permanent reference points during construction.

1. Make no changes or relocations without prior written notice to the Engineer.
2. Report to the Engineer when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
3. Require surveyor to replace project control points which may be lost or destroyed.
  - a. Establish replacements based on original survey control.

#### 1.05 PROJECT SURVEY REQUIREMENTS

- A. Establish a minimum of two temporary bench marks on site, referenced to data by survey control points.
  1. Record locations, with horizontal and vertical data, on Project Record Documents.
- B. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means:
  1. Site Improvements
    - a. Line and grade of pipe and structure installation; top of pipe, invert, slope, etc.
    - b. Grading for fill and topsoil placement, roadway sub-base and base installation.
  2. Controlling lines and levels required for all trades.
- C. From time to time, verify layouts by same methods.

#### 1.06 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses in accordance with Section 01720.

#### 1.07 SUBMITTALS

- A. Submit name and address of Professional Surveyor and Mapper or Professional Engineer to the Engineer.
- B. On request of the Engineer, submit documentation to verify accuracy of field Engineering work.
- C. Submit certificate signed by registered surveyor certifying that elevations and locations of improvements are in conformance, or non-conformance, with Contract Documents.
- D. Submit Project Record Documents in accordance with Section 01720.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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## SECTION 01090

### REFERENCES

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. **Applicable Publications:** Whenever in these specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the WORK is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the drawings shall be waived because of any provision of, or omission from, said standards or requirements.
- B. **Specialists, Assignments:** In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the Contractor has no choice or option. These assignments shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the WORK; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. The final responsibility for fulfillment of the entire set of contract requirements remains with the Contractor.

##### 1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the specifications, all work specified herein shall conform to or exceed the requirements of the following documents to the extent that the provisions of such documents are not in conflict with the requirements of these Specifications nor the applicable codes.
- B. References herein to "Building Code" or "Code" shall mean the Florida Building Code. The latest edition of the code as approved and used at the local agency having jurisdiction, shall apply to the WORK herein, including, all addenda, modifications, amendments, or other lawful changes thereto.
- C. In case of conflicts between codes, reference standards, drawings and other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the Engineer for clarifications and directions prior to ordering or providing any materials or labor. The Contractor shall bid the most stringent requirements.

- D. Applicable Standard: The Contractor shall construct all Work in accordance with the requirements of the Contract Documents, building codes and referenced standards specified herein.
- E. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations, including all changes and amendments thereto.
- F. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

### 1.03 ABBREVIATION

- A. Wherever in these specifications references are made to the standards, specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronyms or abbreviation only. As a guide to the user of these specifications, the following acronyms and abbreviations which may appear in these specifications shall have the meanings indicated herein.

### 1.04 ABBREVIATIONS AND ACRONYMS

- A. Abbreviations and acronyms contained in the Contract Documents may include, but not be limited to, the following:

AAMA	Architectural Aluminum Manufacturer's Association
AAR	Association of American Railroads
AASHTO	American Association of the State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
ACPPA	American Concrete Pressure Pipe Association
AFBMA	Anti-Friction Bearing Manufacturer's Association, Inc.
AGA	American Gas Association
AGC	Associated General Contractors
AGMA	American Gear Manufacturer's Association
AHAM	Association of Home Appliance Manufacturers
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Movement and Control Association
ANS	American Nuclear Society
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association

AREA	American Railway Engineering Association
ASA	Acoustical Society of America
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASPE	American Society of Plumbing Engineers
ASQC	American Society for Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials and Code Administrators International
BHMA	Builders Hardware Manufacturers Association
CBM	Certified Ballast Manufacturers
CEMA	Conveyors Equipment Manufacturers Association
CGA	Compressed Gas Association
CLPCA	California Lathing and Plastering Contractors Association
CLFMI	Chain Link Fence Manufacturers Institute
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
DCDMA	Diamond Core Drill Manufacturers Association
DIPRA	Ductile Iron Pipe Research Association
EIA	Electronic Industries Association
ETL	Electrical Test Laboratories
HI	Hydraulic Institute
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IME	Institute of Makers of Explosives
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
MBMA	Metal Building Manufacturers Association
MPTA	Mechanical Power Transmission Association
MTI	Marine Testing Institute
NAAM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory Standards
NEC	National Electric Code

NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NGLI	National Grease Lubricating Institute
NMA	National Microfilm Association
NRCA	National Roofing Contractors Association
NWMA	National Woodwork Manufacturers Association
NWWA	National Water Well Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Precast Concrete Institute
PDI	Plumbing and Drainage Institute
RIS	Redwood Inspection Service
RVIA	Recreational Vehicle Industry Association
RWMA	Resistance Welder Manufacturers Association
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SBC	Southern Building Code Congress International, Inc. (SBCCI)
SIS	Swedish Standards Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SPR	Simplified Practice Recommendation
SSBC	Southern Standard Building Code, Southern Building Code Congress
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
TAPPI	Technical Association of the Pulp and Paper Industry
TFI	The Fertilizer Institute
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
USGS	United States Geological Survey
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WIC	Woodwork Institute of California
WPCF	Water Pollution Control Federation
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 01152

### APPLICATIONS FOR PAYMENT

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Submit Applications for Payment to the Engineer in accordance with the schedule established by Conditions of the Agreement between Owner and Contractor and the Contract Documents.

#### PART 2 - RELATED SECTIONS

- A. Section 01050 – Field Engineering and Surveying
- B. Section 01310 - Construction Schedules
- C. Section 01370 - Schedule of Values
- D. Section 01380 - Construction Photographs
- E. Section 01700 - Contract Close Out
- F. Section 01720 - Project Record Documents

##### 2.02 FORMAT AND DATA REQUIRED

- A. Submit applications typed on forms provided by the Owner (or forms provided by Contractor and agreed to by Owner), Application for Payment, with itemized data typed on 8 1/2 inch x 14 inch white paper and continuation sheets.
- B. Payment forms shall show significant detail to substantiate request. Additional detail may be required by the Engineer.

##### 2.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

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

B. Continuation Sheets:

1. Fill in total list of scheduled component items of work, with item number and scheduled dollar value for each item.
2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
  - a. Round off values to nearest dollar, or as specified.
3. List each Change Order Number, and description, as for an original component item or work.

2.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. When the Owner or the Engineer requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying:

1. Project
2. Application number and date
3. Detailed list of enclosures
4. For stored products:
  - a. Item number and identification as shown on application.
  - b. Description of specific material.
  - c. Copy of material invoice.
  - d. Address of location where item is stored
  - e. Photographs of item (if requested)

B. Submit one copy of data cover letter for each copy of application.

C. As a prerequisite for payment, Contractor is to submit the following:

1. a "Surety Acknowledgment of Payment Request" letter showing amount of progress payment which the Contractor is requesting,
2. updated record drawings for review by the Engineer,
3. updated construction schedule for review by the Engineer,
4. construction photographs.

2.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in Application form as specified for progress payments.

B. Provide FINAL COMPLETION documentation for the final statement of accounting as specified in Section 01700 - Contract Closeout.

C. Submit final record drawings.

2.06 SUBMITTAL PROCEDURE

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

PART 3 - PRODUCTS (NOT USED)

PART 4 - EXECUTION (NOT USED)

END OF SECTION

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## SECTION 01200

### PROJECT MEETINGS

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. The Contractor shall schedule and administer preconstruction meetings, periodic progress meetings, and specially called meetings throughout the progress of work. The Contractor shall:
  - 1. Prepare agenda for meetings.
  - 2. Make physical arrangements for meetings.
  - 3. Preside at meetings.
  - 4. Record in writing the minutes; include significant proceedings and decisions and submit to Engineer for approval prior to distribution.
  - 5. Record the meeting with an audio recording device.
  - 6. Reproduce and distribute copies of minutes within five working days after each meeting:
    - a. To participants in the meeting.
    - b. To parties affected by decisions made at the meeting.
- B. Representatives of contractor, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. The Contractor shall attend meetings to assure that work is executed consistent with Contract Documents and construction schedules.

##### 1.02 RELATED SECTIONS

- A. Section 01310 - Construction Schedules.
- B. Section 01340 - Shop Drawings, Working Drawings, and Samples.
- C. Section 01720 - Project Record Documents.
- D. Other Sections as applicable.

##### 1.03 PRECONSTRUCTION MEETING

- A. Schedule a preconstruction meeting no later than 15 days after date of Notice to Proceed.
- B. Location: A central site, convenient for all parties designated by the Owner.
- C. Attendance:

1. Owner's Representative.
  2. Engineer and his Professional Consultants.
  3. Resident Project Representative.
  4. Contractor's Superintendent.
  5. Major Subcontractors.
  6. Major Suppliers.
  7. Utilities.
  8. Others as appropriate.
- D. Suggested Agenda:
1. Distribution and discussion of:
    - a. List of major subcontractors and suppliers.
    - b. Projected Construction Schedule.
  2. Critical work sequencing/critical path scheduling.
  3. Major equipment deliveries and priorities.
  4. Project Coordination.
    - a. Designation of responsible personnel.
  5. Procedures and processing of:
    - a. Field decisions.
    - b. Proposal requests.
    - c. Submittals.
    - d. Change Orders.
    - e. Applications for Payments.
  6. Adequacy of Distribution of Contract Documents.
  7. Procedures for maintaining Record Documents.
  8. Use of Premises:
    - a. Office, Work and Storage Areas.
    - b. Owner's Requirements.
  9. Construction facilities, controls and construction aids.
  10. Temporary Utilities.

#### 1.04 PROGRESS MEETINGS

- A. Schedule regular periodic meetings. The progress meetings will be held as required by progress of the work or as required by the Engineer or the Owner.
- B. Hold called meetings as required by progress of the work.

- C. Location of the meetings: Project field office of the Contractor or Engineer.
- D. Attendance:
  - 1. Engineer, and his professional consultants as needed.
  - 2. Subcontractors as appropriate to the agenda.
  - 3. Suppliers as appropriate to the agenda.
  - 4. Others as appropriate.
- E. Suggested Agenda:
  - 1. Review, approval of minutes of previous meeting.
  - 2. Review of work progress since previous meeting.
  - 3. Field observations, problems and conflicts.
  - 4. Problems which impede Construction Schedule.
  - 5. Review of off site fabrication, delivery schedule.
  - 6. Corrective measures and procedures to regain projected schedule.
  - 7. Revisions to Construction Schedule.
  - 8. Progress, schedule, during succeeding work period.
  - 9. Coordination of schedules.
  - 10. Review submittal schedules; expedite as required.
  - 11. Maintenance of quality standards.
  - 12. Pending changes and substitutions.
  - 13. Review proposed changes for:
    - a. Effect on Construction Schedule and on a completion date.
    - b. Effect on other contracts of the Project.
  - 14. Other business.
  - 15. Construction schedule.
  - 16. Critical/long lead items.
- F. The Contractor is to attend progress meetings and is to study previous meeting minutes and current agenda items, in order to be prepared to discuss pertinent topics such as deliveries of materials and equipment, progress of work, etc.
- G. The Contractor is to provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 01310

### CONSTRUCTION SCHEDULES

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Promptly after Award of the Contract and within ten days after the effective date of the Agreement, prepare and submit to the Engineer an estimated construction progress schedules for the work, with sub-schedules of related activities which are essential to its progress.
- B. Submit revised progress schedules on a monthly basis.
- C. No partial payments shall be approved by the Engineer until there is an approved up to date construction progress schedule on hand.
- D. The Contractor shall designate an authorized representative of his firm who shall be responsible for development and maintenance of the schedule and of progress and payment reports. This representative of the Contractor shall have direct project control and complete authority to act on behalf of the Contractor's schedule.

##### 1.02 RELATED SECTIONS

- A. Document 00700 – General Conditions of the Construction Contract
- B. Section 01010 - Summary of Work
- C. Section 01152 - Applications for Payment
- D. Section 01200 - Project Meetings
- E. Section 01340 - Shop Drawings, Working Drawings and Samples
- F. Other Sections as applicable.

##### 1.03 FORM OF SCHEDULES

- A. Prepare schedules for submittal each month with pay request. The form of the schedule is to be Microsoft Project or approved equal. The Schedule is to indicate work completed to date and additions to or deletions from the schedule.
  - 1. Provide separate horizontal bar for each trade or operation within each structure or item.
  - 2. Horizontal time scale: In weeks from start of construction and identify the first work day of each month.
  - 3. Scale and spacing: To allow space for notations and future revisions.

- B. Format of listings: The chronological order of the start of each item of work for each structure.
- C. Identification of listings: By major specification section numbers as applicable and structure.

#### 1.04 CONTENT OF SCHEDULES

- A. Construction Progress Schedule:
  - 1. Show the complete sequence of construction by activity.
  - 2. Show the dates for the beginning of, and completion of, each major element of construction in no more than a two-week increment scale. Specifically list, but not limited to:
    - a. Receiving Materials
    - b. Pipeline Installations
    - c. Testing
    - d. Restoration
    - e. Startup
    - f. Record Drawings
    - g. Permit Close-out
    - h. Punch List
    - i. Owner Activities, Including Inspections
  - 3. Show projected percentage of completion for each item, as of the first of each month.
  - 4. Show projected dollar cash flow requirements for each month of construction.
  - 5. Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints, and extended activity times are prohibited, and use of float time disclosed or implied by use of alternate float-suppression techniques shall be shared to proportionate benefit of the Owner and Contractor.
  - 6. Pursuant to above float-sharing requirement, no time extensions will be granted nor delay damages paid until a delay occurs which (i) impacts Project's critical path, (ii) consumes available float or contingency time, and (iii) extends work beyond contract completion date.
  - 7. If the Contractor provides an accepted schedule with an early completion date, the Owner reserves the right to reduce the duration of the work to match the early completion date by issuing a deductive Change Order at no change in Contract Price.
- B. Submittal Schedule for Shop Drawings and Samples in accordance with Section 01340. Must show:

1. The dates for Contractor's submittals.
  2. The dates submittals will be required for owner furnished products, if applicable.
  3. The dates approved submittals will be required from the Engineer.
- C. A list of all long lead items (equipment, materials, etc).

#### 1.05 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
1. Major changes in scope.
  2. Activities modified since previous submission.
  3. Revised projections of progress and completion.
  4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
1. Problem areas, anticipated delays, and the impact on the schedule.
  2. Corrective action recommended, and its effect.
  3. The effect of changes on schedules of other prime contractors.

#### 1.06 SUBMISSIONS

- A. Submit initial schedules to the Engineer within 10 days after the effective date of the Agreement.
1. The Engineer will review schedules and return review copy within 21 days after receipt.
  2. If required, resubmit within 7 days after return of review copy.
- B. Submit a minimum of five (5) copies of revised monthly progress schedules with that month's application for payment.

#### 1.07 DISTRIBUTION

- A. Distribute copies of reviewed schedules to:
1. Owner (Two copies)
  2. Engineer (Two copies)
  3. Job Site File (One copy)
  4. Subcontractors (As needed)
  5. Other Concerned Parties (As needed)
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedule.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 01340

### SHOP DRAWINGS, WORKING DRAWINGS AND SAMPLES

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. The contractor shall submit to the Engineer for review, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. The Contractor shall submit five (5) copies of shop drawings or other data to the Engineer.
- C. Within thirty (30) calendar days after the effective date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specific items. Review of this list by the Engineer shall in no way expressed or implied relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- D. The contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and Engineer. This log should include the following items:
  - 1. Submittal-Description and Number assigned.
  - 2. Date to Engineer.
  - 3. Date returned to Contractor (from Engineer).
  - 4. Status of Submittal (Approved/Resubmit/Rejected).
  - 5. Date of Resubmittal and Return (as applicable).
  - 6. Date material released (for fabrication).
  - 7. Projected date of fabrication.
  - 8. Projected date of delivery to site.
  - 9. Status of O & M submittal.

##### 1.02 RELATED SECTIONS

- A. Section 01310 - Construction Schedules
- B. Section 01720 - Project Record Documents

- C. Section 01730 - Operating and Maintenance Data
- D. Other Sections as applicable.

### 1.03 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
  - 1. Field measurements
  - 2. Field construction criteria
  - 3. Catalog numbers and similar data
  - 4. Conformance and Specifications
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. Designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed Shop Drawings, Working Drawings and Samples will be needed.
- E. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, approved by the Engineer.
- F. The Contractor shall submit to the Engineer all shop drawings, working drawings and samples sufficiently in advance of construction requirements and shall account for Engineers Shop Drawing review time accordingly.
- G. The Contractor shall submit two (2) copies of descriptive or product data submittals to complement shop drawings for the Engineer plus the number of copies which the Contractor requires. The Engineer will retain two (2) sets. All blueprint shop drawings shall be submitted with one (1) set of reproducible and four (4) sets of print. The Engineer will review the drawings and return to the Contractor the set of marked-up drawings with appropriate review comments.
- H. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the review and Approval by Engineer of the necessary Shop Drawings.

#### 1.04 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation. The Engineer's review and exception if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown.
- B. The review of drawings and schedules will be general, and shall not be construed:
  - 1. as permitting any departure from the Contract requirements;
  - 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, and materials;
  - 3. as approving departures from details furnished by the Engineer, except as otherwise provided herein.
- C. If the drawings or schedule as submitted describe variations and/or show a departure from the Contract requirements which Engineers finds to be in the interest of the Owner and to be minor as not to involve a change in the Contract Price or time for performance, the Engineer may return the reviewed drawings without noting an exception.
- D. When reviewed by the Engineer, each of the Shop Drawings will be identified as having received such review being so stamped and dated. Shop Drawings stamped "REJECTED" and with required corrections shown will be returned to the Contractor for correction and resubmittal.
- E. Resubmittals will be handled in the same manner as the first submittals. On resubmittals, the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- G. The Engineer will review one submittal and one re-submittal after which cost of review will be borne by the Contractor. The cost of Engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- H. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.
- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will not be considered "Rejected" until resubmitted.

- J. The Engineer shall return Shop Drawing submittals to the Contractor within twenty-one (21) days calendar days from the date the Engineer receives them.

#### 1.05 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean Contractor's plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required Shop Drawings as defined above.
- B. Drawings and schedules shall be checked and coordinated with work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each Shop Drawing, shall have a blank area 3 1/2 inches by 3 1/2 inches, located adjacent to the title block. The title block shall display the following:
  - 1. Number and title of the drawing.
  - 2. Date of drawing or revision.
  - 3. Name of project building or facility.
  - 4. Name of contractor and subcontractor submitting drawing.
  - 5. Clear identification of contents and location of work.
  - 6. Specification title and number.
- D. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- F. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, address and telephone number of the manufacturer's representative and service company so that service and spare parts can be readily obtained. In addition, a maintenance and lubrication schedule for each piece of equipment shall be submitted along with each shop drawing submittal.

- G. All manufacturers or equipment supplier who proposes to furnish equipment or products under Divisions 11, 12, 13, 14, 15 and 16 shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least five (5) years.
- H. Only the Engineer will utilize the color "red" in marking Shop Drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Engineer two (2) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, piping, electrical system and instrumentation system.

#### 1.06 WORKING DRAWINGS

- A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the Contractor's plans for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false-work; for underpinning; and for such other work as may be required for construction, but does not become an integral part of the project.
- B. Copies of working drawings as noted in subparagraph 1.06A above, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. Working drawings shall be signed by a Registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such work, working drawings must have been reviewed without specific exceptions by the Engineer, which review will be for general conformance and will not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. The Contractor assumes all risks of error; the Owner and Engineer shall have no responsibility therefore.

#### 1.07 SAMPLES

- A. The Contractor shall furnish, for the approval of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
  - 1. Functional characteristics of the product, with integrally related parts and attachment devices.

2. Full range of color, texture and pattern.
  3. A minimum of two samples of each item shall be submitted.
- C. Each sample shall have a label indicating
1. Name of Project
  2. Name of Contractor and Subcontractor
  3. Material or Equipment Represented
  4. Place of Origin
  5. Name of Producer and Brand (if any)
  6. Location in Project
- (Samples of finished materials shall have additional marking that will identify them under the finished schedules.)
- D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.07B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.
- E. Approved samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which failed testing or were not approved will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

DOCUMENT 01370

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Submit to the Engineer a Schedule of Values allocated to the various portions of the Work, within 10 days after the effective date of the Agreement.
- B. The Contractors Schedule of Values shall include all items listed in Section 01012 – Measurement and Payment, Part 3.
- C. Once approved, the Schedule of Values shall be used as the basis for the Contractor's Applications for Payment.

1.02 RELATED SECTIONS

- A. Section 01152 - Applications for Payment
- B. Other Sections as applicable.

1.03 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Present schedule on an 8-1/2 inch x 11 inch white paper; Contractor's standard forms and automated printout will be considered for approval by the Engineer upon Contractor's request. Identify schedule with:
  - 1. Title of Project and location
  - 2. Engineer and Project number
  - 3. Name and Address of Contractor
  - 4. Contract designation
  - 5. Date of submission
- B. Schedule shall list the installed value of the component parts to include individual equipment, piping, electrical, paving, of the Work (as required) in sufficient detail to serve as a basis for computing values for progress payments during construction and for additions and deletions to the Work.
- C. For the various portions of the Work:
  - 1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
- D. The sum of all values listed in the schedule shall equal the total Contract Sum.

1.04 ENGINEERS APPROVAL

- A. The Schedule of Values is subject to the Engineer's approval.
  - 1. Additional line item detail may be required.
  - 2. Supporting information may be required.
  - 3. Additional comparison trade bids may be required.

PART 2 - PRODUCTS (NOT USED)

PART 3 - PRODUCTS (NOT USED)

END OF SECTION

## SECTION 01380

### CONSTRUCTION PHOTOGRAPHS

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. The Contractor shall employ a professional photographer to take digital construction record photographs for pre-construction conditions periodically during course of Work and post-construction.

##### 1.02 RELATED SECTIONS

- A. Section 01152 - Application for Payment
- B. Section 01720 - Project Record Documents
- C. Other Sections as applicable.

##### 1.03 PHOTOGRAPHY REQUIRED

- A. View and Quantities Required:
  - 1. Take a minimum of 24 images of the site and adjacent property at the following intervals:
    - a. Pre-construction
    - b. Monthly, or other interval, at the cut-off date in accordance with Applications for Payment.
    - c. At construction events or discoveries as directed by the Owner or Engineer.
    - d. At post-construction.
- B. Aerial photography shall be required in addition to ground level images for items out of sight of ground level photography.
- C. Photograph from locations to adequately illustrate condition of construction and state of progress.
- D. At successive periods of photography, take at least one photograph from the same overall view as previously.
- E. Consult with the Owner and Engineer at each period of photography for instructions concerning views required.

## PART 2 - PRODUCTS

### 2.01 CAMERA REQUIREMENT

- A. A Digital Single Lens Reflex (DLSR) is required.
- B. Point and shoot, mobile phones and disposal cameras are not acceptable.

### 2.02 PHOTOGRAPHS

- A. The minimum file size is 6.0 megapixels per image.
- B. All images shall be color and in RGB format.
- C. Acceptable file formats include:
  - 1. Tagged Information File Format (TIFF)
  - 2. Joint Photographic Experts Group 2000 (JPEG2000)
  - 3. Digital Negative (DGN)
- D. Unacceptable file formats include:
  - 1. Bitmap (BMP)
  - 2. Graphics Interchange Format (GIFF)
  - 3. Portable Network Graphic (PNG)
  - 4. RAW format.

### 2.03 METADATA

- A. Each image must contain descriptive metadata as follows:
  - a. Name of Project
  - b. Orientation of View
  - c. Date and time of image
  - d. Name and address of photographer
  - e. Photographer's numbered identification of image.
  - f. Meaningful and descriptive filenames unique to each image.

### 2.04 COPYRIGHT

- A. No copyrighted photographs will be accepted.

2.05 EDITING

- A. Images shall not be edited in any way.

2.06 TECHNIQUE

- A. Factual presentation
- B. Magnification commensurate with the level of detail required.
- C. Correct image and focus
  - 1. High resolution and sharpness
  - 2. Maximum depth-of-field
  - 3. Minimum distortion

2.07 DELIVERY OF IMAGES

- A. Deliver electronic image file to the Owner and Engineer to accompany each Application for Payment or as directed.
- B. Electronic file storage media shall be a durable, commercial quality USB memory device of sufficient capacity to store the intended contents.
- C. Electronic file storage media shall be labeled and identified by project title and project number.
- D. The photographer shall keep electronic copies for a minimum of two years from Owner acceptance.

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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## SECTION 01381

### AUDIO/VIDEO PRE-CONSTRUCTION RECORD

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. The Contractor shall provide a continuous color video with audio of the entire project prior to construction and at Owner acceptance.

##### 1.02 RELATED SECTIONS

- A. As applicable.

##### 1.03 SCHEDULE REQUIRED

- A. Video recordings shall not be made more than 30 days prior to construction. No construction shall begin prior to review and approval of the videos by the Engineer and the Owner.
- B. Videos not conforming to the Specifications shall be resubmitted at no additional charge.

##### 1.04 PROFESSIONAL VIDEOGRAPHERS

- A. The Contractor shall engage the services of a professional videographer. The color audio-visual tapes shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of pre-construction color audio-visual documentation.

#### PART 2 - PRODUCTS

##### 2.01 GENERAL

- A. The finished product shall be a bright, sharp, clear picture free of distortion and show in sufficient detail acceptable to the Owner and Engineer.
- B. All videos shall be color and in RGB format.
- C. The Contractor shall furnish to the Engineer and the Owner two (2) copies each of the electronic file, which becomes a project record document.
- D. Electronic file storage media shall be a durable, commercial quality USB memory device or compact disc of sufficient capacity to store the intended contents.
- E. Electronic file storage media shall be labeled and identified by project title and project number.

- F. The videographer shall keep electronic copies for a minimum of two years from Owner acceptance.

## 2.02 METADATA

- A. Each video must contain descriptive metadata as follows:
  - a. Name of Project
  - b. Direction and road names
  - c. Date and time of image
  - d. Name and address of videographer
  - e. Meaningful and descriptive filenames unique to each image.

## 2.03 COPYRIGHT

- A. No copyrighted videos will be accepted.

## 2.04 EDITING

- A. Videos shall not be edited in any way.

## PART 3 - EXECUTION

- A. The video recording shall show all surface features located within the construction zone. These features shall include, but not be limited to, roadways, sidewalks, outside of houses (front and sides), driveways, culverts, walls, fences and landscaping.
- B. Where station numbering is used, coverage shall begin at the lowest station number and be continuous until the highest station number is reached. Otherwise, the entire length of the project shall be documented including each plan sheet.
- C. Provide magnification (zoom) where appropriate to properly display details germane to the subject matter.
- D. Maintain camera speed slow enough to achieve detail acceptable to the Owner and Engineer.
  - 1. Videos with unacceptable camera speed will not be accepted.
  - 2. Videographer shall be responsible to meet all traffic laws at the time of video including all necessary and appropriate safety measures.

END OF SECTION

## SECTION 01400

### QUALITY CONTROL

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. This Section describes the Contractors minimum responsibilities in meeting the quality requirements of the Contract Documents.

##### 1.02 RELATED SECTIONS

- A. Section 01050 – Field Engineering and Surveying
- B. Section 01410 – Materials and Installation Testing
- C. Section 02200 – Earthwork
- D. Other Sections as applicable.

##### 1.03 OBSERVATION AT PLACE OF MANUFACTURE

- A. Unless otherwise specified, all products, materials, and time and equipment shall be subject to observation by the Owner and the Engineer at the place of manufacture.
- B. The presence of the Owner and/or the Engineer at the place of manufacture however, shall not relieve the Contractor of the responsibility for furnishing products, materials, and equipment which comply with all requirements of the Contract Documents. Compliance is a duty of the Contractor.
- C. The Contractor shall advise the Owner and Engineer promptly upon placing orders for materials and equipment so that arrangements may be made, if desired, for observation before shipment from the place of manufacture.
- D. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contractor Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.

##### 1.04 SAMPLING AND TESTING

- A. Unless otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered.

- B. The Owner and the Engineer reserve the right to use any generally accepted system of sampling and testing which will insure the quality of the workmanship is in full accord with the Contract Documents.
- C. Any waiver by the Owner or Engineer of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial Work, shall not be construed as a waiver of any requirements.
- D. The Owner and Engineer reserve the right to make independent investigations and tests at any time
- E. Failure of any portion of the Work to meet any of the requirements of the Contract Document shall be reasonable cause for the Owner or Engineer to require the removal or correction and reconstruction of any such Work at the cost of the Contractor.

#### 1.05 SITE INVESTIGATION AND CONTROL

- A. The Contractor shall verify all dimensions in the field and shall check field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the Work due to its failure to comply with this requirement.
- B. The Contractor shall inspect related and appurtenant work, and shall report in writing to the Owner and Engineer any conditions that will prevent proper completion of the Work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor at its cost.

#### 1.06 OBSERVATION AND TESTING

- A. The work or actions of the testing laboratory shall in no way relieve the Contractor of its obligations under the Contract. The laboratory testing work will include such observations and testing required by the Owner or Engineer. The testing laboratory will have no authority to change the requirements of the Contract Documents, nor perform, accept or approve any of the Contractor's Work.
- B. The Contractor shall allow the Owner and Engineer ample time and opportunity for field observation and testing materials and equipment to be used in the Work.
- C. The Contractor shall at all times furnish the Owner and the Engineer facilities, including labor, and allow proper time for inspecting and testing materials, equipment, and workmanship.
- D. The Contractor must anticipate that possible delays may occur in the execution of its work due to the necessity of materials and equipment being inspected and accepted for use.

- E. The Contractor shall furnish, at its own expense, all samples of materials required by the Owner or Engineer for testing, and shall make its own arrangements for providing water, electric power, or fuel for the various observations and tests of structures and equipment.

#### 1.07 RIGHT OF REJECTION

- A. The Owner and Engineer, shall have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the Work at the site.
- B. If the Owner or its representative, through an oversight or otherwise, has accepted materials or work which is defective or which is contrary to the Contract Documents, such materials, no matter in what stage or condition of manufacture, delivery, or erection, may be subsequently rejected.
- C. The Contractor shall promptly remove rejected articles or materials from the site of the Work after notification of rejection. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the Contractor.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION

##### 3.01 BUOYANCY

- A. The CONTRACTOR shall be completely responsible for any tanks, pipelines, manholes, foundations or similar improvements that may become buoyant during the construction operations due to groundwater levels. Should there be any possibility of buoyancy, the Contractor shall take the necessary steps to prevent damage due to floating or flooding, and shall repair or replace said improvements at no additional cost.

##### 3.02 DEVIATION FROM SPECIFICATIONS

- A. If any part of a submittal deviates from the plans and specifications, it is up to the Contractor to indicate such deviation—in writing—to the Engineer, for determination as to acceptance of the deviation. If no deviation is submitted, it is assumed that the Contractor has fully and completely followed the plans and specifications, and that any discrepancy discovered during construction shall be corrected completely at the expense of the Contractor.

##### 3.03 AMERICANS WITH DISABILITIES ACT (ADA)

- A. The Contractor shall make every effort to ensure all concrete work including, but not limited to accessible sidewalks, routes, ramps and curb ramps is compliant with the ADA and Florida Building Code Accessibility.

- B. Prior to and during concrete placement, the contractor shall verify the formwork for compliance. Any and all concrete work which is not compliant shall be removed and replaced at no cost to the Owner.

END OF SECTION

## SECTION 01410

### MATERIALS AND INSTALLATION TESTING

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Contractor shall employ and pay for the services of an independent testing laboratory, approved by the Engineer, to perform materials and installation testing of the type and frequency specified in the Contract Documents including, but not limited to, Geotechnical Testing Services and concrete testing.
- B. Geotechnical Testing Services shall include, but not be limited to, periodic site inspections, soil proctor tests, soil classification tests and soil densities or compaction tests.
- C. The Engineer may, at any time, elect to have materials and equipment tested for conformity with the Contract Documents.
- D. Contractor shall include cost of testing in the Contract Price.
- E. Piping pressure test and bacteriological testing shall be in accordance with the applicable Section.

##### 1.02 RELATED SECTIONS

- A. Section 01050 – Field Engineering and Surveying
- B. Section 02200 – Earthwork
- C. Other Sections as applicable.

##### 1.03 REFERENCES

- A. FDOT Design Standards.
- B. FDOT Standard Specifications for Road and Bridge Construction.
- C. Broward County Traffic Engineering Division (BCTED) Minimum Standards and the BCTED Pavement Markings & Signs Detail Sheet.

##### 1.04 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory is not authorized to:
  - 1. Release, revoke, alter or enlarge on requirements of Contract Documents
  - 2. Approve or accept any portion of the Work
  - 3. Perform any duties of the Contractor

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

### 3.01 CONTRACTOR'S RESPONSIBILITIES

- A. Provide all testing required by the Contract Documents as well as laws, ordinances, rules, regulations, orders, or approvals of public authorities.
- B. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.
- C. Cooperate with laboratory personnel, and provide access to Work and to Manufacturer's operations.
- D. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- E. Provide to the laboratory the preliminary design mix proposed to be used for concrete and other materials mixes which require control by the testing laboratory.
- F. Furnish incidental labor and facilities:
  - 1. To provide access to Work to be tested
  - 2. To obtain and handle samples at the Project site or at the source of the product to be tested
  - 3. To facilitate inspections and tests
  - 4. For storage and curing of test samples
- G. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
  - 1. When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to Contractor's negligence.
- H. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling, and testing required for the Contractor's convenience.
- I. If the Owner requests tests in addition to those specified in the contract, and if the test results indicate the material or equipment complies with the Contract Documents, the Owner shall pay for the cost of the testing laboratory. If the tests and any subsequent retests indicate the materials and equipment fail to meet the requirements of the Contract Documents, the Contractor may pay for the laboratory costs directly to the testing firm or the total of such costs shall be deducted from any payments due the Contractor.

- J. The Contractor shall pay costs for additional trips to the project by the agency when scheduled times for tests and inspections are canceled and agency is not notified sufficiently in advance of cancellation to avoid the trip.

### 3.02 TESTING

- A. The following types of tests and test frequencies are required. Copies of all reports are to be sent to the Engineer immediately upon availability.
  - 1. Density tests for trench backfill at a minimum rate of one (1) test per 6" lift per 100 feet of trench, unless otherwise directed by the Engineer.
- B. If in the opinion of the Engineer, suitable compaction has not been achieved around structures, density tests may be required.
- C. Concrete compressive strength at the rate of three (3) cylinders per the lesser of 50 cubic yards or per day.
- D. Should any test indicate that any portion of the materials or workmanship does not comply with these Specifications; a retest shall be performed at the Contractor's expense. If the retest confirms the first test, that portion of the work shall be removed and replaced or reworked and retested at no additional cost to the Owner until satisfactory compliance is attained.
- E. Testing in the County right-of-way shall meet the requirements of the Florida Department of Transportation.

END OF SECTION

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## SECTION 01505

### CONTROL OF WORK

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. The Contractor shall furnish personnel and equipment which will be efficient, appropriate and a quantity large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the Proposal. If at any time such personnel appear to the Engineer to be inefficient, inappropriate or insufficient for securing the quality of work required or for producing the rate of progress aforesaid, he may order the Contractor to increase the efficiency, change the character or increase the personnel and equipment, and the Contractor shall conform to such order. Failure of the Engineer to give such order shall in no way relieve the Contractor of his obligations to secure the quality of the work and rate of progress required.

##### 1.02 RELATED SECTIONS

- A. Section 01010 – Summary of Work
- B. Section 01011 – Special Project Procedures
- C. Section 01015 – General Requirements
- D. Other Sections as applicable.

##### 1.03 PIPE LOCATIONS

- A. Pipeline shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

##### 1.04 OBSTRUCTIONS

- A. The attention of the Contractor is drawn to the fact that during digging at the Project site, the possibility exists of the Contractor encountering various water, sewer, gas, telephone, electrical, or other lines not shown on the Drawings. The Contractor shall exercise extreme care before and during digging to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, The Contractor shall repair the line at no cost to the Owner.
- B. The Contractor shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.

- C. The Contractor shall verify the exact locations and depths of all utilities shown and the Contractor shall make exploratory excavations of all utilities that may interfere with the work. All such exploratory excavations shall be performed as soon as practicable after award of the contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's work. When such exploratory excavations show the utility location as shown to be in error, the Contractor shall so notify the Engineer.
- D. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility. Test pits shall be dug at the Contractor's expense, as directed.
- E. The Contractor shall protect all Underground Utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- F. In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the Contractor, be notified by the Owner to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the Engineer a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- G. Where the proper completion of the work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the Contractor shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the Engineer and the owner of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- H. Existing utility lines that are indicated or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the Contractor at the Contractor's expense. Sewer laterals are included.
- I. All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill or other work.
- J. All power, telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and

communication wires and any other cables encountered along the line of the work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Engineer are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The Contractor shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

#### 1.05 OPEN EXCAVATIONS

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access to private property during construction shall be removed when no longer required. The length of open trench will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the Engineer. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the Engineer may require special construction procedures such as limiting the length of open trench or prohibiting stacking excavated material in the street, and requiring that the trenches shall not remain open overnight.
- B. The Contractor shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be well lighted at night.

#### 1.06 TEST PITS

- A. Test pits for the purpose of locating underground pipeline or structures in advance of the construction shall be excavated and backfilled by the Contractor at his cost at the direction of the Engineer. Test pits shall be backfilled immediately after their purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the Engineers.

#### 1.07 UTILITY CROSSINGS

- A. It is intended that wherever existing utilities such as service lines must be crossed, deflection of the pipe within recommended limits and cover shall be used to satisfactorily clear the obstruction unless otherwise indicated on the Drawings. However, when in the opinion of the Engineer or the Owner this procedure is not feasible he may direct the use of fittings.

#### 1.08 SANITATION

- A. Toilet Facilities - Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.

- B. Sanitary and Other Organic Wastes - The Contractor shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Engineer and in accordance with all laws and regulations pertaining thereto.

#### 1.09 RELOCATIONS

- A. The Contractor shall be responsible for the relocation of structures, including but not limited to light poles, signs, sign poles, fences, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid for the project and shall not result in any additional cost to the Owner.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION

##### 3.01 COOPERATION WITHIN THIS CONTRACT

- A. All firms or persons authorized to perform any work under this Contract shall cooperate with the General Contractor and his subcontractors or trades, and shall assist in incorporating the work of other trades where necessary or required.
- B. Cutting and patching, drilling and fitting shall be carried out where required by the trade or subcontractor having jurisdiction, unless otherwise indicated herein or directed by the Engineer.

##### 3.02 PROTECTION OF CONSTRUCTION AND EQUIPMENT

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed and all portions injured shall be reconstructed by the Contractor at his own expense.
- B. Further, the Contractor shall take all necessary precaution to prevent damage to any structure due to water pressure during and after construction and until such structure is accepted and taken over by the Owner.

##### 3.03 PRIVATE LAND

- A. The Contractor shall not enter or occupy private land outside of easements, except by written permission of the land owner.

##### 3.04 RESTORATION

- A. Temporary restoration shall be completed within five days of pipe installation. Temporary restoration shall include all driveways, sidewalks and roadways. They shall be swept clean and be maintained free of dirt and dust. All areas disturbed by

the construction activities shall be restored to proper grade, cleaned up, including the removal of debris, trash, and deleterious materials. All construction materials, supplies, or equipment, including piles of debris shall be removed from the area. All temporarily restored areas shall be maintained by the Contractor. These areas shall be kept clean and neat, free of dust and dirt, until final restoration operations are completed. The Contractor is responsible to utilize dust abatement operations in the temporarily restored areas as required, to the satisfaction of the Engineer.

- B. Wherever sidewalks or private roads have been removed for purposes of construction, the Contractor shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the Contractor shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.
- C. Final restoration shall be completed within thirty days of pipe acceptance. Final restoration shall include the completion of all required pavement replacement of roadways, driveways, curbs, gutters, sidewalks and other existing improvements disturbed by the construction; final grading, placement of sod, pavement marking, etc., all complete and finished, acceptable to the Engineer.
- D. In order to obtain a satisfactory junction with adjacent surfaces, the Contractor shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with the adjacent undisturbed pavement.
- E. The Contractor shall test an installed section of pipeline within five calendar days from completion of the pipeline. A section of pipe is defined as a pipe section which can be isolated by valves for appurtenances is satisfactorily completed, the Contractor shall provide the Engineer with a "Schedule of Existing Facilities Restoration" which will be reviewed and be acceptable to the Engineer. The schedule shall show the existing facilities to be restored and schedule of beginning and completion dates for each item of restoration. The work for completing the final restoration of existing facilities for a tested section of work shall be completed within 30 days of acceptance of the pipeline testing.

END OF SECTION

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## SECTION 01510

### TEMPORARY UTILITIES

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Furnish, install and maintain temporary utilities required for construction, remove on completion of work.
- B. Pay all fees associated with temporary utilities including water consumption charges.

##### 1.02 RELATED SECTIONS

- A. Section 01010: Summary of Work
- B. Other Sections as applicable.

##### 1.03 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code.
- B. Comply with Federal, State and Local codes and regulations and with utility company requirements.
- C. Comply with County Health Department and Environmental Regulations.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

- A. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

##### 2.02 TEMPORARY ELECTRICITY AND LIGHTING

- A. Arrange with utility company, provide service required for power and lighting, and pay all costs for service and for power used in the construction, testing and trial operation prior to final acceptance of the work by the Owner.
- B. Install circuit and branch wiring, with the area distribution boxes located so that power and lighting is available throughout the construction by the use of construction type power cords.
- C. Provide adequate artificial lighting for all areas of work when natural light is not adequate to work, and all areas accessible to the public.

### 2.03 TEMPORARY WATER

- A. Arrange with the water utility provider to provide water for construction purposes.
- B. Install branch piping with taps located so that water is available throughout the construction by the use of hoses.
- C. Install at each and every connection to the Owner water supply a backflow preventer meeting the requirements of ANSI A40.6 and AWWA C511. Contractor shall be required to meter and pay for all water used.

### 2.04 TEMPORARY SANITARY FACILITIES

- A. Provide sanitary facilities in compliance with laws and regulations.
- B. Service, clean and maintain facilities and enclosures.

## PART 3 - EXECUTION

### 3.01 GENERAL

- A. Maintain and operate systems to assure continuous service.
- B. Modify and extend systems as work progress requires.

### 3.02 REMOVAL

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore permanent facilities used for temporary services to specified condition.

END OF SECTION

## SECTION 01530

### EXISTING UTILITIES

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. This Section provides for specifications related to construction in the vicinity of existing utilities.

##### 1.02 RELATED SECTIONS

- A. Section 01010 – Summary of Work
- B. Section 01015 – General Requirements
- C. Other Sections as applicable.

##### 1.03 CONTRACTOR RESPONSIBILITIES

- A. The term existing utilities shall be deemed to refer to both publicly-owned and privately-owned utilities including, but not limited to, electric power and lighting, telephone, water, gas, storm drains, process lines, sanitary sewers and all appurtenant structures.
- B. Prior to underground construction, the Contractor is required by the Underground Facility Damage Prevention and Safety Act, Chapter 556 FS to contact Sunshine 811, for the location of underground utilities.
- C. Where existing utilities and structures are indicated in the Contract Documents, it shall be understood that all of the existing utilities and structures affecting the work may not be shown and that the locations of those shown are approximate only. It shall be the responsibility of the Contractor to ascertain the actual extent and exact location of existing utilities and structures. In every instance, the Contractor shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any work in the vicinity of existing utilities.

##### 1.04 NOTIFICATION OF UTILITY OWNER

- A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way the Contractor shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than three days nor more than seven days prior to excavation so that a representative may be present during such excavation.

## 1.05 RIGHT-OF-WAY'S

- A. The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall the Contractor enter upon the rights-of-way involved until notified by the Engineer that the Owner has secured authority therefore from the proper party. After authority has been obtained, the Contractor shall give said party due notice of its intention to begin work, if required by said party, and shall remove, shore, support, or otherwise protect such pipeline, transmission line, ditch, fence, or structure or replace the same. When two or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that on another, the Owner shall determine the sequence and order of the work. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the Owner to the Contractor so desiring, to the extent and amount, and in the manner and at the times permitted. No such decision as to the method or time of conducting the work or the use of territory shall be made the basis of any claim for delay or damage.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

### 3.01 TEMPORARY CONNECTIONS

- A. The work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections shall be provided, as required, to insure no interruption of existing services. Any damage resulting from the work of this Contract shall be promptly repaired by the Contractor at his own expense in a manner approved by the Engineer and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that they perform their own repairs or have them done by others, the Contractor shall be responsible for all costs thereof.

### 3.02 UTILITY SUPPORT

- A. Where excavations by the Contractor require any utility lines or appurtenant structures to be temporarily supported and otherwise protected during the construction work, such support and protection shall be provided by the Contractor. All such work shall be performed in a manner satisfactory to the respective authority having jurisdiction over such work.

### 3.03 UTILITY CROSSINGS

- A. It is intended that wherever existing utilities such as water, chemical, electrical, or other service lines must be crossed, deflection of the pipe within limits recommended by the pipe manufacturer and the required minimum cover shall be used to satisfactorily clear the obstruction unless otherwise indicated on the Drawings. However, when, in the opinion of the Owner or Engineer, this procedure

is not feasible the Engineer may direct the use of fittings for a utility crossing as detailed on the Drawings. All existing utilities shall be pothole located prior to construction of conflicting piping.

#### 3.04 ADVANCE INVESTIGATIONS

- A. The Contractor shall be responsible for uncovering and exposing existing utilities sufficiently in advance of pipe laying operations to confirm elevation, size, material and clearance separation(s). If, upon excavation, an existing utility is found to be in conflict with the proposed construction or be of a size or material different from what is shown on the plans, the Contractor shall immediately notify the Engineer, who will in turn prepare a recommendation. Failure of the Contractor to perform the advance investigation shall not relieve it of any claims for delay or damages.

#### 3.05 UNFORESEEN UTILITIES

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of encountering water, sewer, petroleum, gas, telephone, electrical, or other utilities not shown on the Drawings. The Contractor is responsible for obtaining utility locations from the utility owners or utility locating company. The Contractor shall exercise extreme care before and during digging to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at the no cost to the Owner.

#### 3.06 CONNECTIONS TO EXISTING SYSTEMS

- A. The Contractor shall perform all work necessary to locate, excavate, and prepare for connections to the terminus of the existing mains all as shown on the Drawings or where directed by the Owner. The cost of this work and the cost for the actual connection to the existing mains shall be included in the bid price as a separate item and shall not result in any additional cost to the Owner.

#### 3.07 MAINTENANCE OF EXISTING STORM WATER FACILITIES OPERATION

- A. The Contractor shall take notice that existing storm water pump station is operated in the construction area. It is the responsibility of the Contractor to contact the Owner's utility operator and ascertain the extent of any specific service area.
- B. The Contractor shall fully cooperate at all times with the Owner in order to maintain the operation of the existing facilities with the least amount of interference and interruption possible. Continuous service, public health, and safety considerations shall exceed all others and the Contractor's schedule, plans, and work shall at all times be subject to alteration and revision, if necessary, for the above considerations.
- C. The Engineer and Owner reserve the right to require the Contractor to work 24 hours per day in all cases where, in their opinion, interference with operation of the system may result.
- D. In no case will the Contractor be permitted to interfere with the existing system until all materials, supplies, equipment, tools, and incidentals necessary to complete

the interfering portion of the work are on the site, or a temporary by-pass system is effectively in place. All existing utilities shall be pothole located prior to construction of conflicting piping.

- E. The Contractor shall provide emergency storm drainage pumping as specified in the Contract Documents.

### 3.08 RESTORATION OF PAVEMENT

- A. General: All paved areas including concrete, asphaltic concrete, berms cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents. All pavements which are subject to partial removal shall be neatly saw-cut in straight lines.
- B. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.
- C. Permanent Resurfacing: In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw-cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.

END OF SECTION

## SECTION 01531

### PROTECTION OF EXISTING PROPERTY

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. The Contractor shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of his operations under this project. Any damage or injury occurring on account of any act, omission or neglect on the part of the Contractor shall be restored in a proper and satisfactory manner or replaced by and at the expense of the Contractor to an equal or superior condition than previously existed.
- B. In the event of any claims for damage or alleged damage to property as a result of work, the Contractor shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencement of work in the vicinity of property adjacent to the work site, the Contractor, at his own expense, shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

##### 1.01 RELATED SECTIONS

- A. Section 01015 – General Requirements
- B. Section 01570 – Traffic Regulation
- C. Other Sections as applicable.

##### 1.02 PRESERVATION AND RESTORATION

- A. Contractor shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of his operations under this project. Any damage or injury occurring on account of any act, omission or neglect on the part of the Contractor shall be restored in a proper and satisfactory manner or replaced by and at the expense of the Contractor to an equal or superior condition than previously existed.

##### 1.03 ADJACENT PROPERTY OWNER NOTIFICATION

- A. The Contractor shall prepare a written notice to property owners adjacent to the project work site notifying them of the schedule of work affecting them and anticipated inconveniences they may expect. The notice shall meet the approval of the Engineer and be delivered to property owners at least 72 hours prior to construction adjacent to their property. This notice shall indicate the work to be

performed, the time it will take to perform the work, and the time when the water service to the property owner will be disrupted.

#### 1.04 PROTECTION OF STREET OR ROADWAY MARKERS

- A. The Contractor shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced for easy and accurate restoration. It shall be the Contractor's responsibility to notify the proper representatives of the Owner of the time and location that work will be done. Such notification shall be sufficiently in advance of construction so that there will be no delay due to waiting for survey points to be satisfactorily referenced for restoration. All survey markers or points disturbed by the Contractor without proper authorization by the Engineer will be accurately restored by the Owner at the Contractor's expense after all street or roadway resurfacing has been completed.

#### 1.05 BARRICADES, WARNING SIGNS AND LIGHTS

- A. In addition to the requirements of Section 01570 – Traffic Regulation, the Contractor shall provide, erect and maintain as necessary, strong and suitable barricades, danger signs and warning lights for the preservation and protection of property adjacent to the work site. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise.

#### 1.06 TREES AND LANDSCAPING PROTECTION

- A. General: The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or landscaping in or near the project site, and shall not trim or remove any trees or landscaping unless such trees or landscaping have been approved for trimming or removal by the jurisdictional agency or owner. All existing trees or landscaping which are damaged during construction shall be replaced by the Contractor or a certified tree/landscaping company to the satisfaction of the owner.
- B. Replacement: The Contractor shall immediately notify the jurisdictional agency or owner if any tree or landscaping is damaged by the Contractor's operations. If, in the opinion of the jurisdictional agency or owner, the damage is such that replacement is necessary, the Contractor shall replace the tree or landscaping at its own expense. The tree or landscaping shall be of a like size and variety as the tree or landscaping damaged, or, if of a smaller size, the Contractor shall pay any compensatory payment.
- C. All permit fees associated with the removal and replacement of trees and landscaping damaged or destroyed shall be the responsibility of the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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## SECTION 01540

### SECURITY

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. This Section provides for requirements of security, entry control, personnel identification and miscellaneous restrictions.

##### 1.02 RELATED SECTIONS

- A. Section 01010 - Summary of Work
- B. Other Sections as applicable.

##### 1.03 SECURITY PROGRAM

- A. Protect Work, existing premises and Owner's operations from theft, vandalism and unauthorized entry.
- B. Initiate program in coordination with Owner's existing security system at job mobilization.
- C. Maintain program throughout construction period until Owner occupancy as directed by Engineer.

##### 1.04 ENTRY CONTROL

- A. Restrict entrance of persons and vehicles into project site and existing facilities.
- B. Allow entrance only to authorized persons with proper identification.
- C. Maintain log of workmen and visitors, make available to Owner on request.
- D. Coordinate access of Owner's personnel to site in coordination with Owner's security forces.

##### 1.05 PERSONNEL IDENTIFICATION

- A. All personnel shall wear clothing bearing the company information of which they are employed.
- B. Provide additional security as required by the Owner.
- C. Become familiar with Owner and Engineer representatives and restrict access to job site to these representatives.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 01550

### SITE ACCESS AND STORAGE

#### PART 1 - GENERAL

##### 1.01 GENERAL

- A. This section provides general specifications for the contractors' mobilization, demobilization, access to the site and limitations on storage or lay-down area.

##### 1.02 RELATED SECTIONS

- A. Section 01015 – General Requirements
- B. Section 01505 – Control of Work
- C. Other Sections as applicable.

##### 1.03 REFERENCES

- A. FDOT Standard Specifications for Road and Bridge Construction
- B. FDOT Design Standards
- C. Broward County Traffic Engineering Division (BCTED) Minimum Standards
- D. Standards and Specifications of the allocable local municipality
- E. The requirements of the Owner

##### 1.04 HIGHWAY LIMITATIONS

- A. The Contractor shall make his own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the work.

##### 1.05 CONTRACTOR'S WORK AND STORAGE AREA

- A. Contractors work and storage area plan shall be submitted for Owners approval no later than 30 days after NTP.
  - 1. Owner approval of the work area and storage plan is required prior to commencement.
  - 2. The limits of the Contractor's staging area and other applicable restrictions shall be subject to the local municipality.
- B. The Contractor shall make his own arrangements and pay for any necessary off-site storage or shop areas necessary for the proper execution of the work.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

### 3.01 GENERAL

- A. The Contractor shall set up construction facilities in a neat and orderly manner within designated areas and shall confine operations to work and storage areas.

### 3.02 RESTORATION

- A. All areas disturbed by the construction activities shall be restored to proper grade, cleaned up, including the removal of debris, trash, and deleterious materials.
- B. Temporary restoration shall include all driveways, sidewalks and roadways. They shall be swept clean and be maintained free of dirt and dust
- C. All construction materials, supplies, or equipment, including piles of debris shall be removed from the area.
- D. All temporarily restored areas shall be maintained by the Contractor. These areas shall be kept clean and neat, free of dust and dirt, until final restoration operations are completed.
- E. Temporary restoration shall be completed within five days of pipe installation or as specified.
- F. The Contractor is responsible to utilize dust abatement operations in the temporarily restored areas as required, to the satisfaction of the Engineer.
- G. Final restoration shall be completed within thirty days of pipe acceptance. Final restoration shall include the completion of all required pavement replacement of roadways, driveways, curbs, gutters, sidewalks and other existing improvements disturbed by the construction; final grading, placement of sod, pavement marking, etc., all complete and finished, acceptable to the Engineer.
- H. In order to obtain a satisfactory junction with adjacent surfaces, the Contractor shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with the adjacent undisturbed pavement.

### 3.03 DEMOBILIZATION

- A. At the completion of Work the Contractor shall remove its personnel, equipment, and temporary facilities from the site in a timely manner. The Contractor shall also be responsible for transporting all unused materials belonging to the Owner to a

place of storage on site designated by the Owner and for removing from the site and disposing of all other materials and debris resulting from the construction. It shall then return all areas used for its activities to a condition as recorded in the pre-construction video or better.

END OF SECTION

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## SECTION 01570

### TRAFFIC REGULATION

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. The Work to be performed under this section shall include furnishing all materials and labor necessary to regulate vehicular and pedestrian traffic.
- B. Provide, operate and maintain equipment, services and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow around the construction area.
- C. Remove temporary equipment and facilities when no longer required, restore grounds to original, or to specified conditions.

##### 1.02 RELATED SECTIONS

- A. Section 01011 – Special Project Procedures
- B. Section 01015 – General Requirements
- C. Section 01505 – Control of Work
- D. Other Sections as applicable.

##### 1.03 REFERENCES

- A. The Work under this Contract shall be in strict accordance with the following codes and standards.
  - 1. The applicable municipality
  - 2. Broward County Traffic Engineering Division
  - 3. Florida Department of Transportation Design Standards and Specifications
  - 4. OSHA Safety and Health Standards for Construction.
  - 5. Federal Highway Administration Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD)
  - 6. Federal Highway Administration Traffic Controls for Street and Highway Construction and Maintenance Operations

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

### 3.01 MAINTENANCE OF TRAFFIC

- A. For the maintenance and protection of vehicular and pedestrian traffic in public or private streets and ways, the Contractor shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights and other safety devices in accordance with the requirements of the "Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations," published by U.S. Department of Transportation, Federal Highway Administration (ANSI D6.1).
- B. The Contractor shall provide a Maintenance of Traffic Plan, sealed by a Professional Engineer registered in the State of Florida. The plan, and subsequent revisions, must be approved by the Broward County or the Florida Department of Transportation and the applicable local municipality.
- C. The Contractor shall take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The Contractor shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of OSHA and Subpart G, Part 1926, of the OSHA Safety and Health Standards for Construction.
- D. The Contractor shall remove traffic control devices when no longer needed, shall repair all damage caused by installation of the devices, and shall remove post settings and backfill the resulting holes to match grade.

### 3.02 CORRECTIONS

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

### 3.03 TRAFFIC AND VEHICULAR ACCESS:

- A. Emergency Vehicles: No single family residence, multi-family residence, apartment, commercial building or place of employment shall be without access to emergency vehicles for a period longer than three hours. The Contractor shall notify in writing the Engineer, the police, fire and other emergency departments and agencies when and where work is to be accomplished that will affect their operations at least two days in advance of such work.

- B. Commercial Properties: Access to commercial property shall not be blocked for a period of more than 30 minutes during the time such properties are open for business.
- C. Residential Property: Access to residential property shall not be blocked for a period of more than 4 hours.

#### 3.04 ROAD CLOSURE

- A. No roads shall be blocked to traffic without adequate detour facilities for a period of more than 30 minutes or as directed by the governing authority.
- B. At least seven days prior to a proposed road closure, the contractor shall submit to the City Engineer a complete traffic control plan. This plan shall include the following minimum information:
  - 1. Sketch of work site and all area roads, streets and mark driveways.
  - 2. Proposed detour route.
  - 3. All necessary traffic control devices to be used.
  - 4. Emergency contractor contact person name and phone to be available 24 hours a day.
  - 5. Estimated times/dates of road closure.

#### 3.05 CONSTRUCTION IN OTHER THAN STATE HIGHWAY RIGHT-OF-WAY:

- A. Construction within right-of-way other than State highway shall be made in full compliance with all requirements of the Florida Department of Transportation and to the satisfaction of the local governing bodies. All necessary barricades, detours, lights and other protective measures shall be provided for the protection of both pedestrian and vehicular traffic.
- B. The Contractor shall provide and maintain such other warning signs and barricades in areas of and around their respective work as may be required for the safety of all those employed in the work or those visiting the site.

#### 3.06 FLAGMEN

- A. Provide qualified and suitably equipped flagmen when construction operations encroach on traffic lanes, as required for regulation of traffic.

#### 3.07 FLARES AND LIGHTS

- A. Provide lights as required to clearly delineate traffic lanes and to guide traffic as required.
- B. Provide lights for use by flagmen in directing traffic.

- C. Provide illumination of critical traffic and parking areas as required.

3.08 CONSTRUCTION PARKING CONTROL

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

END OF SECTION

## SECTION 01600

### MATERIAL AND EQUIPMENT

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Material and equipment incorporated into the Work.
  - 1. Conform to applicable specifications and standards.
  - 2. Comply with size, make, and type and qualify specified, or as specifically approved in writing by the Engineer.
  - 3. Manufactured and Fabricated Products.
    - a. Design, fabricate, and assemble in accord with the best Engineering and shop practices.
    - b. Manufacture like part of duplicate units to standard sizes and gauges, to be interchangeable.
    - c. Two or more items of the same kind shall be identical, by the same manufacturer.
    - d. Products shall be suitable for service conditions.
    - e. Equipment capacities, sizes, and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
  - 4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

##### 1.02 RELATED SECTIONS

- A. Section 01340 - Shop Drawings, Product Data, and Samples
- B. Section 01630 - Substitutions
- C. Section 01720 - Project Record Documents
- D. Other Sections as applicable.

##### 1.03 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the work without prior approval of the Engineer.
- B. Within 30 days after the effective date of the Agreement, the Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify

the particular product and to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.08 of this Section.

- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, either prior to beginning or during progress of the work, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Owner will make arrangements for and pay for the tests.
- D. The Contractor shall submit data and samples sufficiently early to permit work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. In order to demonstrate the proficiency of workmen or to facilitate the choice among several textures, types, finishes, and surfaces, the Contractor shall provide such samples of workmanship or finish as may be required.
- F. The materials and equipment used on the work shall correspond to the approved samples or other data.

#### 1.04 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instruction, obtain, and distribute copies of such instructions to parties involved in the installation, including copies to the Engineer.
  - 1. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition, and adjust products in strict accord with such instructions and in conformity with specified requirements.
  - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
  - 2. Do not proceed with work without clear instructions.
- C. Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

#### 1.05 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products in accord with construction schedules; coordinate to avoid conflict with work and conditions at the site.
  - 1. Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.

2. Immediately upon delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that Products are properly protected and undamaged.
- B. Provide equipment and personnel to handle Products by methods to prevent soiling or damage to Products or packaging.

#### 1.06 STORAGE AND PROTECTION

- A. The Contractor shall furnish a covered, weather-protected storage structure, providing a clean, dry, noncorrosive environment for all mechanical equipment, valves, electrical and instrumentation equipment, and special equipment to be incorporated into this project. Storage of equipment shall be performed to allow easy access and be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including weather/humidity protection, connection of heaters, placing of storage lubricants in equipment, blocking, or skid storage, etc. Corroded, damaged, or deteriorated equipment and parts shall be replaced before acceptance of the project.
- B. Store Products in accord with manufacturer's instructions, with seals and labels intact and legible.
1. Store products subject to damage by the elements in weather-tight enclosures.
  2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
  3. Store fabricated products above the ground, on blocking or skids, to prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
  4. Store loose granular materials in a well drained area on solid surfaces to prevent mixing with foreign matter.
- C. All materials and equipment to be incorporated in the work shall be handled and stored by the Contractor before, during, and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.
- D. Cement, sand, and lime shall be stored under a roof, off the ground, and shall be kept completely dry at all times. All structural and miscellaneous steel and reinforcing steel shall be stored off the ground, or otherwise, to prevent accumulations of dirt or grease, and to minimize rusting. Brick, block, and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking, and spalling to a minimum.
- E. Moving parts shall be rotated a minimum of once weekly to insure proper lubrications, and to avoid metal-to-metal "welding". Upon installation of the equipment, the Contractor shall start the equipment, at least half-load, once weekly, for an adequate period of time to ensure that the equipment does not deteriorate from lack of use. All materials which, in the opinion of the Engineer, have become so

damaged as to be unfit for the use intended or specified, shall be promptly removed from the site of the work, and the Contractor shall receive no compensation for the damaged material or its removal.

- F. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored Products to assure that Products are maintained under specific conditions, and free from damage or deterioration.
- G. Contractor shall be responsible for protection after installation by providing substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations.
- H. The Contractor shall be responsible for all materials, equipment, and supplies sold and delivered to the Owner under this Contract, until final inspection of the work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance, the Contractor shall replace same without additional cost to the Owner.
- I. Should the Contractor fail to take proper action on storage and handling of equipment supplied under this Contract within seven days after written notice to do so has been given, the Owner retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from the Contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, Engineering, and any other costs associated with making the necessary corrections.

#### 1.07 SPECIAL TOOLS

- A. Manufacturers of equipment and machinery shall furnish any special tools (including grease guns or other lubricating devices) required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

#### 1.08 STORAGE AND HANDLING OF EQUIPMENT ON SITE

- A. Because of the long period allowed for construction, special attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed.
  - 1. Equipment shall not be shipped until approved by the Engineer. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the Engineer, unless upon arrival it is to be stored as specified in Paragraph 1.06. Operation and maintenance data, as described in Paragraph 1.08 of Section 01730 shall be submitted to the Engineer for review prior to shipment of equipment.
  - 2. All equipment having moving parts, such as gears, electric motors, etc. and/or instruments, shall be stored in a temperature and humidity

controlled building approved by the Engineer, until such time as the equipment is to be installed.

3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.
4. Manufacturer's storage instructions shall be carefully studied by the Contractor and reviewed with the Engineer by him. These instructions shall be carefully followed and a written record of this kept by the Contractor.
5. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication, and to avoid metal-to-metal "welding". Upon installation of the equipment, the Contractor shall start the equipment, at least half-load, once weekly for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the work, if stored for longer than ninety (90) days, shall have the bearings cleaned, flushed, and lubricated prior to testing and start up, at no extra cost to the Owner.
7. Prior to acceptance of the equipment, the Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested, and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the Contractor's expense.

#### 1.09 WARRANTY

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer as specified in Section 01740.

#### 1.10 SPARE PARTS

- A. Spare parts for certain equipment provided under Division 11 through 16 have been specified in the pertinent sections of the Specifications. The Contractor shall collect and store all spare parts so required in an area to be designated by the Engineer. In addition, the Contractor shall furnish to the Engineer an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each item. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the delivered cost.

#### 1.11 LUBRICANTS

- A. During testing and prior to acceptance, the Contractor shall furnish all lubricants necessary for the proper lubrication of all equipment furnished under this Contract.

### 1.12 GREASE, OIL AND FUEL

- A. All grease, oil, and fuel required for testing of equipment shall be furnished with the respective equipment. The Owner shall be furnished with a year's supply of required lubricants including grease and oil of the type recommended by the manufacturer with each item of the equipment supplied under Division 11 through 16.
- B. The Contractor shall be responsible for changing the oil in all drives and intermediate drives of each mechanical equipment after initial break-in of the equipment, which in no event shall be any longer than three weeks of operation.

### 1.13 PROTECTION AGAINST ELECTROLYSIS

- A. Where dissimilar metals are used in conjunction with each other, suitable insulation shall be provided between adjoining surfaces so as to eliminate direct contact and any resultant electrolysis. The insulation shall be bituminous impregnated felt, heavy bituminous coatings, nonmetallic separators or washers, or other acceptable materials.

### 1.14 FASTENERS

- A. All necessary bolts, anchor bolts, nuts, washers, plates and bolt sleeves shall be furnished by the Contractor. Bolts shall have suitable washers and, where so required, their nuts shall be hexagonal.
- B. All bolts, anchor bolts, nuts, washers, plates, and bolt sleeves shall be Type 316 stainless steel unless otherwise specifically indicated or specified.
- C. Fasteners of dis-similar metals shall be provided with nylon spacer washers.
- D. Unless otherwise specified, stud, tap, and machine bolts shall be of the best quality refined bar iron. Hexagonal nuts of the same quality of metal as the bolts shall be used.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

### 3.01 EQUIPMENT, TESTING & INSPECTION

- A. Regardless of the number of days specified in the individual sections for the manufacturer's representative to be present on the site for inspection and testing, if the equipment fails to perform as specified, then the representative shall remain on site until the malfunction is corrected.
- B. The cost for the additional days shall not be added to the cost for the Owner, but shall be to the account of the Contractor.

END OF SECTION

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## SECTION 01610

### MANUFACTURERS FIELD SERVICES

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Provide field services by manufacturer-trained personnel for the duration as specified in the individual equipment sections.
- B. Person-Day: One person for 8 hours within regular Contractor working hours.

##### 1.02 RELATED SECTIONS

- A. Other Sections as applicable.

##### 1.03 SUBMITTALS

- A. Training Schedule:
  - 1. Where specified, submit a training schedule not less than 21 days prior to start of equipment installation and revise as necessary for acceptance.
  - 2. Training Materials:
    - a. Submit written outlines of proposed training sessions not less than 21 days prior to scheduled training.
    - b. Provide complete training materials, to include operation and maintenance data as required in this section to be retained by each trainee.
- B. Quality Control Submittals:
  - 1. Manufacturer's Certificate of Proper Installation:
    - a. When specified in the individual specifications, submit certificate certifying:
      - 1) The product or system has been installed in accordance with the manufacturer's recommendations, inspected by manufacturer's authorized representative, and serviced with the proper lubricants.
      - 2) Necessary safety equipment has been properly installed.
      - 3) Electrical and mechanical connections have been made meeting quality and safety standards as required.
      - 4) Free from undue stress imposed by exterior connections or loads.

- 5) Proper adjustments have been made and the product or system is ready for testing, facilities startup and operation.
- b. Submit on form appended to this section.
2. Certificate of Successful Testing and Startup: Prepare and submit where specified in individual Specification sections, and upon completion of successful testing and startup of respective equipment system, subsystem or component.
3. Certificate of qualification of manufacturer's representative.

#### 1.04 QUALIFICATIONS OF MANUFACTURER'S REPRESENTATIVE

- A. Authorized representative of the manufacturer, factory trained and experienced in technical applications, installation, operation and maintenance of respective equipment, subsystem, or system. Representative subject to acceptance by Owner and Engineer. No substitute representatives will be allowed unless prior written approval by the Engineer has been given.

#### 1.05 FULFILLMENT OF SPECIFIED MINIMUM SERVICES

- A. Where manufacturers' services are specified, furnish manufacturer's representative qualified to provide these services. Where time is necessary in excess of that stated in the Specifications for manufacturers' services, additional time required to perform the specified services shall be considered incidental work.
- B. Schedule manufacturer's field services to avoid conflicting with other field testing or other manufacturer's field services.
  1. Determine that all conditions necessary to allow successful testing have been met before scheduling field services.
- C. Only those days of service approved by the Engineer will be credited to fulfill the specified minimum services.
- D. If specified, manufacturer's services shall include as a minimum:
  1. Inspection, checking, and adjustment as required for equipment to function as warranted by manufacturer and necessary to provide written approval of installation.
  2. Revisiting the site as required to correct problems and until installation and operation are acceptable to the Engineer.
  3. Resolution of assembly or installation problems attributable to or associated with, respective manufacturer's products and systems.
  4. Assistance during functional and performance testing and startup demonstration, and until product acceptance by the Owner.

5. Training of the Owner's personnel in the operation and maintenance of respective product as required herein.
6. Completion of Manufacturer's Certificate of Proper Installation with applicable certificates for proper installation and initial, interim, and final test or service.

#### 1.06 TRAINING SCHEDULE

- A. List specified equipment and systems with respective manufacturers that require training services of manufacturers' representatives and show:
  1. Estimated dates for installation completion.
  2. Estimated training dates to allow for multiple sessions when several shifts are involved.
- B. Adjust training schedule to ensure training of appropriate personnel as deemed necessary by the Owner, and to allow full participation by manufacturers' representatives. Adjust schedule for interruptions in operability of equipment.
- C. Coordinate with Section 01310, Construction Schedules.

#### 1.07 TRAINING OWNER'S PERSONNEL

- A. Provide trained, articulate personnel to coordinate and expedite training, to be present during training coordination meetings with the Owner, and familiar with operation and maintenance manual information specified in Section 01730, Operation and Maintenance Data.
- B. Furnish manufacturers' representatives to provide detailed training to the Owner's personnel on operation and maintenance of specified product (system, subsystem, component) and as may be required in applicable Specifications.
  1. Training services include pre-startup classroom instruction, post-startup classroom instruction, and onsite hands-on instruction.
  2. Manufacturer's Representative: Familiar with facility operation and maintenance requirements as well as with specified equipment.
- C. Pre-startup Training:
  1. Coordinate training sessions with the Owner's operating personnel and manufacturers' representatives, and with submission of operation and maintenance manuals in accordance with Section 01730, Operation and Maintenance Data.
  2. Complete at least 14 days prior to actual startup.
- D. Post-Startup Training: If required in Specifications, furnish and coordinate training of the Owner's operating personnel by respective manufacturer's representatives.

- E. Taping of Training Sessions: Provide audio and color video taping of pre-startup and post-startup instruction sessions, including manufacturers' representatives' hands-on equipment instruction.
  - 1. Use VHS format, suitable for playback on standard equipment available commercially in the United States.
  - 2. Video Training Tapes: Produced by a qualified, professional video production company.
  - 3. Furnish the Owner with two complete sets of tapes fully indexed and cataloged with printed labels stating sessions and dates taped.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

### 3.01 EQUIPMENT, TESTING & INSPECTION

- A. Regardless of the number of days specified in the individual sections for the manufacturer's representative to be present on the site for inspection and testing, if the equipment fails to perform as specified, then the representative shall remain on site until the malfunction is corrected.
- B. The cost for the additional days shall not be added to the cost for the Owner, but shall be to the account of the Contractor.

END OF SECTION

## SECTION 01630

### SUBSTITUTIONS

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Furnish and install products specified and named in their respective Specifications or on the Drawings unless substitution is allowed.
- B. For products specified only by reference standard, select product meeting that standard, by any manufacturer.
- C. For products specified by naming several products or manufacturers, select any one of those products and manufacturers names which complies with their respective Specifications.
- D. For products specified by naming only one or more products or manufacturers and stating "or equal", submit a request as for substitutions, for any product or manufacturer which is not specifically named.
- E. Requests for any substitutions not submitted in accordance with the instructions herein will be denied.

##### 1.02 RELATED SECTIONS

- A. Section 01340 – Shop Drawings, Working Drawings and Samples
- B. Other Sections as Applicable

##### 1.03 PRODUCTS LIST

- A. Within 30 days after award of Contract, submit to Engineer five copies of complete list of major Products which are proposed for installation.
- B. Product selection is governed by the Contract Documents and governing regulations, not by previous project experience.
  - 1. Where a single or multiple products or manufacturers are named, provide one of the products indicated or submit a request for substitution for any product or manufacturer not named unless no substitutions are permitted
  - 2. Where the Specifications only require compliance with performance requirements, an imposed code, standard or regulation, select a product that complies with the requirements, standards, codes or regulations specified.
  - 3. Manufacturers named in a Specification section are those manufacturers considered capable of manufacturing products conforming to the specified requirements. The naming of a particular manufacturer does not imply acceptance or approval of just any standard product of that manufacturer.

- C. Tabulate Products by specification section number and title.
- D. For products specified only by reference standards, list for each such Product:
  - 1. Name and address of manufacturer.
  - 2. Trade Name.
  - 3. Model or catalog designation.
  - 4. Manufacturer's data:
    - a. Reference standards.
    - b. Performance test data.

#### 1.04 SUBSTITUTION SUBMITTAL REQUIREMENTS

- A. For convenience in designation in the Contract Documents, materials to be incorporated in the Work may be designated under a trade name or the name of a manufacturer and its catalog information. The use of alternative material which is equal in quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:
  - 1. The burden of proof as to the quality and suitability of such alternative equipment, products, or other materials shall be upon the Contractor.
  - 2. The Engineer will be the sole judge as to the comparative quality and suitability of such alternative equipment, products, or other materials and its decisions shall be final.
  - 3. Base Bid requirements outlined in the Bid Form.
- B. The Contractor may offer any material, process, or equipment which it considers equivalent to that indicated. Unless otherwise authorized in writing by the ENGINEER, the substantiation of offers of equivalency must be submitted within 30 days after execution of the Agreement. The Contractor, at its sole expense, shall furnish data concerning items it has offered as equivalent to those specified. The Contractor shall have the material as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the items will fulfill its intended function. Installation and use of a substitute item shall not be made until accepted by the Engineer. If a substitute offered by the Contractor is found to be not equal to the specified material, the Contractor shall furnish and install the specified material.
- C. The Contractor's attention is further directed to the requirement that failure to submit data substantiating a request for the substitution of an "or equal" item within said 30-day period after the execution of the Agreement, shall be deemed to mean that the Contractor intends to furnish one of the specific brand-named products named in the specification, and the Contractor does hereby waive all rights to offer or use substitute products in each such case. Wherever a proposed substitute product has not been submitted within said 30-day period, or wherever

the submission of a proposed substitute product fails to meet the requirements of the specifications and an acceptable resubmittal is not received by the Engineer within said 30-day period, the Contractor shall furnish only one of the products originally-named in the Contract Documents.

- D. Within a period of 30 days after award of Contract, Engineer will consider formal requests from the Contractor for substitution of specified products.
- E. After the end of that period, the request will be considered only in case of product unavailability or other conditions beyond the control of the Contractor.
- F. Submit a separate request for each substitution. Support each request with:
  - 1. Complete data substantiating compliance of the proposed substitution with requirements stated in the Contract Documents:
    - a. Product identification, including manufacturer's name and address.
    - b. Manufacturer's literature; identify:
      - 1) Product description.
      - 2) Reference standards.
      - 3) Performance and test data.
    - c. Samples, as applicable.
    - d. Name and address of similar projects on which product has been used, and the date of each installation.
  - 2. Itemized comparison of the proposed substitution with product specified; List significant variations.
  - 3. Comparison of the qualities of the proposed substitution with that specified.
  - 4. Changes required in other elements of the work because of the substitution.
  - 5. Availability of maintenance service, and source of replacement materials.
  - 6. Data relating to changes in the construction schedule.
  - 7. Any effect of the substitution on separate contracts.
  - 8. List of changes required in other work or products.
  - 9. Accurate cost data comparing proposed substitution with product specified.
  - 10. Designation of required license fees or royalties.
  - 11. Designation of availability of maintenance services, and sources of replacement materials.
  - 12. Cost data is complete and includes related costs under his Contract, but not:

- a. Cost data comparing the proposed substitution with the product specified.
- b. Any required license fees or royalties.
- c. Engineer's costs of redesign or revision of Contract Documents.

13. Substitute products shall not be ordered or installed without written acceptance of Engineer.

- G. Do not imply or indicate substitutions on shop drawings or product data submittals without a separate formal request.
- H. Only one request for substitution for each product will be considering. If not accepted, Contractor shall provide specified product.

#### 1.05 SUBSTITUTIONS WILL NOT BE CONSIDERED FOR ACCEPTANCE WHEN:

- A. They are indicated or implied on Shop Drawings or product data submittals without a formal request from Contractor.
- B. The manufacture of the product substitution does not meet the Qualifications as stated in the specifications as determined by the Engineer.
- C. They are requested directly by a subcontractor or supplier.
- D. No data is provided relating to changes in construction schedule.
- E. There is any effect of substitution on separate contracts.
- F. Changes are required in other work or products.
- G. There is no accurate cost data comparing proposed substitution with product specified.
- H. There are required license fees or royalties above and beyond the specified vendor.
- I. Availability of maintenance services, sources of replacement materials does not equal that provided by the specified vendor.
- J. Acceptance will require substantial revision of Contract Documents.

#### 1.06 CONTRACTOR'S REPRESENTATION

- A. A request for a substitution constitutes a representative that Contractor:
  - 1. He has investigated proposed product and has determined that it is equal to or superior in all respects to that specified.
  - 2. He will provide the same warranties or bonds for substitution as for product specified.

3. He will coordinate installation of accepted substitution into the Work, and will make such changes as may be required for the Work to be complete in all respects.
4. He waives claims for additional costs caused by substitution which may subsequently become apparent.

#### 1.07 ENGINEER DUTIES

1. Review Contractor's requests for substitutions in accordance the Shop Drawing review requirements.
2. Notify Contractor, in writing, of decision to accept or reject requested substitution.
3. The Engineer shall be the judge of the acceptability of the proposed substitution.

#### 1.08 SUBSTITUTION SUBMITTAL REQUIREMENTS – “NO SUBSTITUTIONS PERMITTED”

- A. Contractor may not request a substitute item or vendor/manufacturer for which the specifications indicate “No Substitutions Permitted”.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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## SECTION 01700

### CONTRACT CLOSEOUT

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Administrative and procedural requirements for project closeout.
  - 1. Inspection procedures.
  - 2. Project Record Document submittal.
  - 3. Final cleaning.
- B. Warranty and bond submittal.
- C. Closeout submittals, warranties and bonds required for specific products of work.

##### 1.02 RELATED SECTIONS

- A. Section 01310 - Construction Schedules
- B. Section 01370 - Schedule of Values
- C. Section 01380 - Construction Photographs
- D. Section 01710 - Cleaning
- E. Section 01720 - Project Record Documents
- F. Section 01740 - Warranties and Bonds
- G. Other Sections as applicable.

##### 1.03 SUBSTANTIAL COMPLETION

- A. Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
  - 1. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  - 2. Advise Owner of pending insurance change-over requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
  - 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.

5. Submit record drawings, maintenance manuals, and similar final record information.
  6. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
- B. When the Contractor considers the Work to be substantially complete, he shall submit a written notice to the Engineer that the Work, or designated portion of the Work, is complete and ready for inspection.
- C. Within a reasonable time of receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfulfilled requirements. When the Engineer and Owner concur that the Work, or designated portion of the Work, is substantially complete, the Engineer will prepare the Certificate of Substantial Completion following inspection.
- D. Should the Engineer determine that the Work is not substantially complete, he will advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Engineer will repeat inspection when requested and assured that the Work has been substantially completed.
  2. Results of the completed inspection will form the basis of requirements for final acceptance.

#### 1.04 FINAL COMPLETION

- A. When Contractor considers the Work to be complete, he shall submit written certification to the Engineer that the Work is completed and ready for final inspection. Include the following:
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
  3. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, the list has been endorsed and dated by the Engineer.
  4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
  5. Submit consent of surety to final payment.
  6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

- B. The Engineer will inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the - Engineer.
  - 1. Upon completion of inspection, the Engineer will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete, or of obligations that have not been fulfilled but are required for final acceptance.
  - 2. If necessary, re-inspection process will be repeated.
- C. RECORD DOCUMENT SUBMITTALS (refer to Section 01720 - Project Record Documents).

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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## SECTION 01710

### CLEANING

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Execute cleaning, during progress of the Work, and at completion of the Work, as required by General Conditions.

##### 1.02 RELATED SECTIONS

- A. Section 01010 – Summary of Work
- B. Section 01505 – Control of Work
- C. Section 01550 – Site Access and Storage
- D. Other Sections as applicable.

##### 1.03 DISPOSAL REQUIREMENTS

- A. Do not dispose of any unsuitable fill, hazardous or organic material onsite. All such material shall be disposed of in a legal manner by the Contractor, the cost of which shall be included in the Bid.
- B. Conduct cleaning and disposal operations to comply with applicable codes, ordinances, regulations, and anti-pollution laws.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

#### PART 3 - EXECUTION

##### 3.01 DURING CONSTRUCTION

- A. The Contractor shall keep the area of the work and other areas utilized or impacted by construction in a neat and clean condition, free from any accumulation of

rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the work site, and shall establish regular intervals of collection and disposal of such materials and waste. The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations.

- B. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.
- C. Provide on-site containers for the collection of waste materials, debris and rubbish as required.

### 3.02 DUST ABATEMENT

- A. The Contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. Means for the control of dust shall include, but not be limited to, sweeping and water trucks. The Contractor shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the Engineer.

### 3.03 FINAL CLEANING

- A. Remove temporary protection and facilities installed for protection of the Work during construction.
- B. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
- C. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION

DOCUMENT 01720

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section includes the requirements for maintaining, recording and submitting Project Record Documents including, but not limited to,
  - 1. Record Drawings or As-Built Drawings
  - 2. Record Specifications and other Contract Documents
  - 3. Record Samples, Shop Drawings or Record Product Data

1.02 RELATED SECTIONS

- A. Section 01050 – Field Engineering and Surveying
- B. Section 01152 – Applications for Payment
- C. Section 01340 - Shop Drawings, Working Drawings and Samples
- D. Section 01700 – Project Closeout
- E. Other Sections as applicable.

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Maintain at the site for the Owner and Engineers review one record copy of:
  - 1. Drawings
  - 2. Specifications
  - 3. Addenda
  - 4. Change Orders and other Modifications to the Contract
  - 5. Engineer's Field Orders or Written Instructions
  - 6. Approved Shop Drawings, Working Drawings, and Samples
  - 7. Field Test Reports
  - 8. Construction Photographs
- B. Store Record Documents in the Contractor's field office apart from documents used for construction.
- C. File Record Documents in accordance with the CSI format number system utilized in the Contract Documents.

- D. Maintain Record Documents in a clean, dry, legible condition and in good order. Do not use Record Documents for construction purposes.
- E. Make Record Documents available at all times for inspection by the Engineer.
- F. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated Record Documents for review by the Engineer and the Owner.

#### 1.04 RECORDING

- A. Record Drawings:
  - 1. Maintain a clean, undamaged set of prints of Contract Drawings to serve as the project Record Drawings.
  - 2. Label each sheet "RECORD DRAWING" in neat large printed letters with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
  - 3. The Record Drawings shall be presented at the same scale as the Contract Drawings.
  - 4. The Record Drawings shall correctly and accurately show all changes from the Contract Drawings made during construction.
  - 5. All information shall be verified and certified by an independent Professional Surveyor and Mapper registered in the State of Florida.
  - 6. All vertical information shall be provided in the datum indicated in the Contract Drawings.
  - 7. Horizontal and vertical locations referenced to base-line or permanent surface improvements.
  - 8. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross reference at the corresponding location on the Record Drawings.
  - 9. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
  - 10. Mark new information that was not shown on Contract Drawings or Shop Drawings.
  - 11. Note related Change Order numbers where applicable.
  - 12. Organize Record Drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
  - 13. Do not use Record Drawings for construction purposes.
  - 14. Record information concurrently with construction progress.
- B. The Record Drawings shall be neat and legible including the following:
  - 1. Above ground piping and equipment:

- a. All equipment locations, dimensions and elevations as indicated in the Contract Drawings.
  - b. All building and tank locations, dimensions and elevations as indicated in the Contract Drawings.
  - c. All above ground piping size, material, class, lengths, dimensions, and elevations as indicated in the Contract Drawings.
  - d. Horizontal locations of piping, fittings, valves and appurtenances.
  - e. Elevations of the top of pipe, fittings, valves and appurtenances as indicated in the Contract Drawings and at 50' maximum increments
  - f. All changes from the original design.
2. Underground pressure pipe including potable water mains sanitary sewer force mains, drainage force mains and the like:
- a. All piping size, material, class, lengths, dimensions, bury depth and elevations as indicated in the Contract Drawings.
  - b. Horizontal locations of piping, fittings, valves and appurtenances.
  - c. Elevations of the top of pipe, fittings, valves and appurtenances.
  - d. Elevations as indicated in the Contract Drawings and at 50' maximum increments
  - e. Lengths of restrained pipe.
  - f. Water service locations.
  - g. Meter sizes.
  - h. All changes from the original design.
3. Gravity sanitary sewer:
- a. All piping size, material, class, lengths, slopes, dimensions and elevations as indicated in the Contract Drawings.
  - b. Horizontal locations of manholes.
  - c. Rim, invert, and size of all manholes.
  - d. Service terminal end locations.
  - e. Wet well construction including diameter, bottom, invert and float elevations.
  - f. All changes to piping from the original design.

4. Stormwater Drainage:
  - a. All piping size, material, class, lengths, dimensions and elevations as indicated in the Contract Drawings.
  - b. Horizontal locations of manholes and catch basins.
  - c. Rim, invert, bottom elevations and size of all manholes and catch basins.
  - d. All surface elevations indicated on the Contract Drawings including, but not limited to, swales, berms, yards, sidewalks, and the like.
  - e. Horizontal location and elevation of all storm water retention or detention areas.
  - f. All changes from the original design.
5. Limerock base:
  - a. Upon completion of all underground utilities and limerock base, and before placement of asphalt, provide the following for Engineer review:
    - 1) Finished limerock base elevations taken at the location of finished asphalt elevations as indicated in the Contract Drawings.
    - 2) Additional elevations as required by the Engineer, including, but not limited to:
      - (a) Finished limerock base at centerline, edge of median and edge of pavement.
      - (b) Back of sidewalk or right of way.
      - (c) Bottom of swale or flow line of gutter.
      - (d) Top of curb.
      - (e) High points, low points and grade breaks.
      - (f) Intersections.
6. Electrical, instrumentation and controls
  - a. Horizontal location of all electrical equipment and control cabinetry.
  - b. Elevations of the bottom of all electrical and control panels.
  - c. Horizontal location and elevation of all conduits including conduit size, route and wire size.
  - d. Horizontal location of all light poles and junction boxes.
7. Miscellaneous:
  - a. Horizontal location and elevation of all concrete slabs.
  - b. Horizontal location, size and material of all fencing.

- c. Location size and material of all existing utilities encountered during construction whether indicated on the Contract Drawings or not.
  - d. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
  - e. Depths of various elements of foundation in relation to finish first floor datum.
  - f. Field changes of dimensions and details.
  - g. Details not on original contract drawings.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.
  - 1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
  - 2. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
  - 3. Note related record drawing information and Product Data.
  - 4. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
  - 5. Changes made by field order or by Change Order.
- D. Record Product Data (Shop Drawings): Maintain one copy of each Product Data submittal.
  - 1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations.
  - 2. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned later by direct observation.
  - 3. Note related Change Orders and mark-up of record drawings and Specifications.
- E. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Engineer and the Owner to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area.
- F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work.

1.05 SUBMITTAL

- A. Project Record Documents, demonstrating construction progress, shall be submitted with each Application for Payment.
- B. Interim Project Record Drawings shall be submitted at significant project milestones including:
  - 1. Construction of wet well or other structures.
  - 2. Construction of catch basins, manholes, pipes and appurtenances.
  - 3. As required by the Engineer.
- C. Project Record Documents, demonstrating construction completion shall be submitted with the balance of Closeout documents at the conclusion of construction including:
  - 1. Three sets of signed and sealed sets of prints.
  - 2. One compact disc copy of record drawings in Autocad format.
- D. Accompany submittals with transmittal letter in duplicate, containing:
  - 1. Date
  - 2. Project Title and Number
  - 3. Contractor's Name and Address
  - 4. Title and Number of each Record Document
  - 5. Signature of Contractor or his Authorized Representative

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 01730

### OPERATING AND MAINTENANCE DATA

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.
  - 1. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of Specifications.
- B. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.

##### 1.02 RELATED SECTIONS

- A. Section 01011 – Special Project Procedures
- B. Section 01340 – Shop Drawings, Working Drawings and Samples
- C. Section 01700 – Contract Closeout
- D. Section 01720 – Project Record Documents
- E. Section 01740 – Warranties & Bonds
- F. Other Sections as applicable.

##### 1.03 QUALITY ASSURANCE

- A. Preparation of data shall be done by personnel:
  - 1. Trained and experienced in maintenance and operation of described products.
  - 2. Familiar with requirements of this Section.
  - 3. Skilled as technical writers to the extent required to communicate essential data.
  - 4. Skilled as draftsman competent to prepare required drawings.

##### 1.04 FORM OF SUBMITTALS

- A. Prepare data in form of an instructional manual for use by Owner's personnel.
- B. Format
  - 1. Size: 8 1/2 inches x 11 inches

2. Paper: 20 pound minimum, white, for typed pages.
3. Text: Manufacturer's printed data, or neatly typewritten.
4. Drawings:
  - a. Provide reinforced punched binder tab, bind in with text.
  - b. Reduce larger drawings and fold to size of text pages, but not larger than 11 inches x 17 inches.
5. Provide fly-leaf for each separate product, or each piece of operating equipment.
  - a. Provide types description of product, and major component parts of equipment.
  - b. Provide indexed tabs.
6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
  - a. Title of Project
  - b. Identity of separate structure as applicable.
  - c. Identity of general subject matter covered in this manual.

C. Binders

1. Commercial quality three-ring binders with durable and cleanable plastic covers.
2. Maximum ring diameter shall be 2 inches.
3. When multiple binders are used, correlate the data into related consistent groupings.

1.05 CONTENT OF MANUAL

- A. Neatly typewritten Table of Contents for each volume, arranged in systematic order.
1. Contractor, name of responsible principal, address, and telephone number.
  2. A list of each product required to be included, indexed to content of the volume.
  3. List, with each product, name, address, and telephone number of:
    - a. Subcontractor of installer
    - b. Maintenance contractor, as appropriate
    - c. Identify area of responsibility of each
    - d. Local source of supply for parts and replacement.

4. Identify each product name and other identifying symbols as set forth in Contract Documents.
- B. Product Data
1. Include only those sheets which are pertinent to the specific product.
  2. Annotate each sheet to:
    - a. Clearly identify specific product or part installed.
    - b. Clearly identify data applicable to installation.
    - c. Delete references to inapplicable information.
- C. Drawings
1. Supplement product data with drawings as necessary to clearly illustrate:
    - a. Relations of component parts of equipment and systems.
    - b. Control and flow diagrams.
  2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
  3. Do not use Project Record Documents as maintenance drawing.
- D. Written text, as required to supplement product data for the particular installation:
1. Organize in consistent format under separate headings for different procedures.
  2. Provide logical sequence of instructions of each procedure.
- E. Copy of each warranty, bond and service contract issued:
1. Provide information sheet for Owner's personnel, give:
    - a. Proper procedures in event of failure.
    - b. Instances which might affect validity of warranties or bonds

#### 1.06 MANUAL FOR MATERIALS AND FINISHES

- A. Submit five copies of complete manual in final form.
- B. Content for architectural products, applied materials and finishes
1. Manufacturer's data, giving full information on products.
    - a. Catalog number, size, composition.
    - b. Color and texture designations.

- c. Information required for re-ordering special-manufactured products.
  - 2. Instructions for care and maintenance.
    - a. Manufacturer's recommendation for types of cleaning agents and methods.
    - b. Cautions against cleaning agents and methods which are detrimental to product.
    - c. Recommended schedule for cleaning and maintenance.
  - 3. Content, for moisture-protection and weather-exposed products
  - 4. Manufacturer's data, giving full information on products
    - a. Applicable standards.
    - b. Chemical composition.
    - c. Details of installation.
  - 5. Instructions for inspection, maintenance and repair.
- C. Additional requirements for maintenance data: Respective sections of Specifications.
- D. Provide complete information for products specified.

#### 1.07 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit five copies of complete manual in final form.
- B. Content, for each unit of equipment and system, as appropriate:
  - 1. Description of unit and component parts.
    - a. Function, normal operating characteristics and limiting conditions
    - b. Performance curves, Engineering data and tests
    - c. Complete nomenclature and commercial number of replaceable parts
  - 2. Operating procedures
    - a. Start-up, break-in, routine and normal operating instructions
    - b. Regulation, control, stopping, shut-down and emergency instructions
    - c. Summer and winter operating instructions

- d. Special operating instructions
  - 3. Maintenance Procedures
    - a. Routine operations
    - b. Guide to "trouble-shooting"
    - c. Disassembly, repair and reassembly
    - d. Alignment, adjusting and checking
  - 4. Servicing and lubrication schedule
    - a. List of lubricants required
  - 5. Manufacturer's printed operating and maintenance instructions
  - 6. Description of sequence of operation by control manufacturer
  - 7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance
    - a. Predicted list of parts subject to wear
    - b. Items recommended to be stocked as spare parts
  - 8. As-installed control diagrams by controls manufacturer
  - 9. Each contractor's coordination drawings
    - a. As-installed color coded piping diagrams
  - 10. Charts of valve tag numbers, with location and function of each valve
  - 11. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage
  - 12. Other data as required under pertinent sections of specifications
- C. Contents, for each electric and electronic system, as appropriate
- 1. Description of system and component parts
    - a. Function, normal operating characteristics, and limiting conditions
    - b. Performance curves, Engineering data and tests
    - c. Complete nomenclature and commercial number of replaceable parts
  - 2. 2. Circuit directories of panel-boards
    - a. Electrical service
    - b. Controls
  - 3. As-installed color coded wiring diagrams

4. Operating procedures:
  - a. Routine and normal operating instructions
  - b. Sequences required
  - c. Special operating instructions
5. Maintenance procedures
  - a. Routine operations
  - b. Guide to "trouble-shooting"
  - c. Disassembly, repair and reassembly
  - d. Adjustment and checking
6. Manufacturer's printed operating and maintenance instructions
7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
8. Other data as required under pertinent sections of specifications
- D. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.
- E. Additional requirements for operating and maintenance data: Respective sections of Specifications.
- F. Provide complete information for product specified.

#### 1.08 SUBMITTAL SCHEDULE

- A. Submit two copies of preliminary draft of proposed formats and outlines of contents of Operation and Maintenance Manuals within 30 days after Notice to Proceed.
  1. The Engineer will review the preliminary draft and return one copy with comments.
- B. Submit two copies of completed data in final form no later than 30 days following the Engineer's review of the last shop drawing and submittal specified under Section 01340.
  1. One copy will be returned with comments to be incorporated into final copies.
- C. Submit specified number of copies of approved data in final form directly to the offices of the Engineer, Calvin, Giordano & Associates, within 30 calendar days of product shipment to the project site and preferably within 30 days after the reviewed copy is received.
- D. Final Operation and Maintenance submittals shall be in large three-ring binders organized by specification Section and plainly marked per paragraph 1.04Ca.

#### 1.09 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to final inspection or acceptance, fully instruct Owner's designated operating

and maintenance personnel in operation, adjustment, and maintenance of products, equipment and systems.

- B. Operating and maintenance manual shall constitute the basis of instruction.
  - 1. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

#### 1.10 ENGINEER'S O & M CHECKLIST

- A. The Engineer will review Operation and Maintenance Manuals submittals on operating equipment for conformance with the requirements of this Section. The review will generally be based upon the O&M Review Checklist (presented on the pages at the end of this section for the benefit of the Contractor and his suppliers).

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

## O & M REVIEW CHECKLIST

EQUIPMENT SUBMITTED \_\_\_\_\_ DATE OF SUBMITTAL \_\_\_\_\_

MANUFACTURER \_\_\_\_\_ DEGREE OF APPROVAL \_\_\_\_\_

SPECIFICATION SECTION \_\_\_\_\_ DRAWING NUMBER \_\_\_\_\_

\_\_\_\_\_ Is the submittal correct for model/series/configuration originally submitted with shop drawings?

\_\_\_\_\_ Is the binding correct with assigned color/printing etc.?  
(Pertains to final three volumes)

\_\_\_\_\_ Is the submittal properly indexed?

\_\_\_\_\_ Does the submittal pertain only to equipment being furnished?

\_\_\_\_\_ Is the submittal easily understood and instructively arranged?

\_\_\_\_\_ Does the submittal include start-up, shutdown and troubleshooting procedures?

\_\_\_\_\_ Are sufficient drawings and schematics included to supplement written descriptions?

\_\_\_\_\_ Is the listing of name plate data for each piece of supplied equipment provided and attached?

\_\_\_\_\_ Are all submitted "C" and "D" size drawings printed on paper that is 11 inches high and folded to 8 1/2 inches wide?

\_\_\_\_\_ Is proper and complete instruction for servicing included?

\_\_\_\_\_ Is there a suggested operating log sheet for equipment?

\_\_\_\_\_ Is schedule for lubrication provided?

\_\_\_\_\_ Is there a recommended preventative maintenance schedule?

\_\_\_\_\_ Are necessary safety precautions clearly indicated where they relate to the equipment?

\_\_\_\_\_ Is the Area Representative information provided, i.e., Name, Address, Telephone Number?

\_\_\_\_\_ Are specified spare parts indicated and listed?

The following are the points of rejection requiring resubmittal by Contractor:

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END OF SECTION

## SECTION 01740

### WARRANTIES AND BONDS

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

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

##### 1.02 RELATED SECTIONS

- A. Section 01700 - Contract Closeout
- B. Other Sections as applicable.

##### 1.03 SUBMITTAL REQUIREMENTS

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

##### 1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets

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

#### 1.05 WARRANTY SUBMITTAL REQUIREMENTS

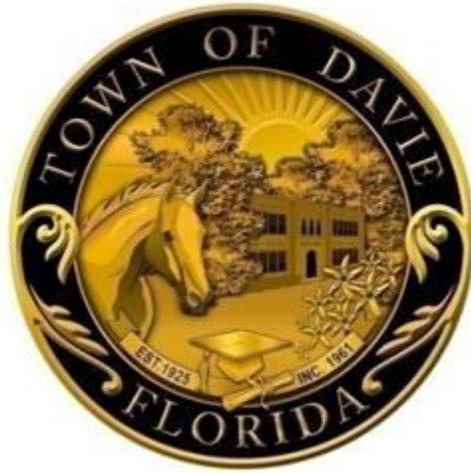
- A. For all equipment, submit a one-year warranty from the equipment manufacturer, unless otherwise specified. The manufacturer's warranty period shall be concurrent with the Contractor's for one year commencing at the time of acceptance by the Owner.
- B. The Contractor shall be responsible for obtaining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

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

# TOWN OF DAVIE



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## Bamford Park Artificial Turf Installation

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### CONSTRUCTION SPECIFICATIONS FOR BIDDING PURPOSES ONLY

Prepared by:



Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS™

March, 2017

CGA Project No. 96-1630.112  
Bid No. B-17-99

**TOWN OF DAVIE, FLORIDA**

**ENGINEERING DIVISION**

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6591 Orange Drive, Davie, Florida 33314 Tel: 954-797-1113 Fax: 954-797-1086

**Mayor, Judy Paul**

**Vice Mayor, Caryl Hattan**

**Council Member, Marlon Luis**

**Council Member, Susan Starkey**

**Council Member, Bryan Caletka**

**Town Administrator, Richard J. Lemack**

**Town Attorney, John Rayson**

**Procurement Manager, Brian K. O'Connor**

**Town Engineer, Laura A. Borgesi**

**DOCUMENT 00010**

**NOTICE TO BIDDERS**

The Town of Davie is accepting sealed bids until **2:00 p.m. on Friday, May 5, 2017** for the following:

**Bamford Park Artificial Turf Installation**

**BID NUMBER B-17-99**

Bids based on any one part of the work will not be considered. Bidders will therefore confine their bids to the project in its entirety.

The Bidder will submit, along with the Bid, (a) evidence that he or she is licensed to perform the work and services, and (b) evidence that he or she has successfully performed at least two contracts for a public entity in the last three years, and (c) a certified check or bid bond in the amount of five percent (5%) of the base bid as the guarantee that the bidder, if awarded the contract, will, within seven (7) consecutive days after written notice, be given such award, enter into a written contract with the Town of Davie in accordance with his or her accepted bid, and the bidder will submit payment and performance bonds satisfactory to the Town of Davie, equal to one hundred percent (100%) of the contract price and will submit other required documents as needed.

Upon a nonrefundable payment of **\$100.00**, payable by cashier's check, money order or cash, the plans and specifications may be purchased from Calvin, Giordano & Assoc., the Engineer and Agent for the Owner, located at 1800 Eller Drive – Suite 600, Ft. Lauderdale, FL 33316, phone 954-921-7781. Please call twenty-four (24) hours in advance to order sets. Bidders will be required to provide a business card in order to pick up documents. Partial sets of plans *will not* be available.

No bidder may withdraw his/her bid for a period of ninety (90) days after the date set for opening of bids.

Companies that do not wish to bid for this purchase, but would like to be notified of future bids, should submit a "NO BID" response.

**A mandatory pre-bid conference will be held at the Davie Pine Island Park Multipurpose Center, located at 3801 S. Pine Island Road, Davie, FL 33328 on Wednesday, April 12, 2017 at 10:00 a.m.** All interested Contractors planning to submit a Bid must attend this meeting. A site visit to the project site at Bamford park off of Pine Island Road immediately follow the pre-bid conference.

Sealed bid envelopes, containing three (3) copies of the bid, (one copy (1) clearly marked "Original" with two (2) additional copies) should be marked with the bid name and number, and boldly marked "SEALED BID". All sealed bids should be delivered no later than **2:00 p.m. on Friday, May 5, 2017**, to the Purchasing Division, 6591 Orange Drive, Davie, Florida, 33314. Bids will be opened on or about **2:00 p.m. on Friday, May 5, 2017**, at the Davie Town Hall. This will be a public bid opening.

The Town of Davie reserves the right to reject any and/or all bids.

TOWN OF DAVIE, FLORIDA

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Brian K. O'Connor  
Procurement Manager

## **NOTICE TO BIDDERS**

### **SUPPLEMENT**

NOTICE IS HEREBY GIVEN that the Town of Davie Engineering Division is seeking sealed bids for the following work as specified in Documents 00300 and 00400.

### **Bamford Park Artificial Turf Installation**

### **BID NUMBER B-17-99**

#### **Description of the Bid**

The Contractor shall provide a unit price bid for all work, all required permits from governmental agencies having jurisdiction in the Town of Davie, such as the Town Building and Engineering Divisions and equipment items, tools, materials, for completion of the improvements to Bamford Park Artificial Turf Fields.

#### **Bidding Documents**

The bidding documents will not be mailed or shipped overnight unless the purchaser provides a FedEx account number. All bidders must make their own arrangements to pick up the bid package at Calvin, Giordano & Assoc., the Engineer and Agent for the Owner, located at 1800 Eller Drive – Suite 600, Ft. Lauderdale, FL 33316, phone 954-921-7781.

The Trench Safety Form must be completed in its entirety and submitted as part of the bid.

The Town of Davie reserves the right to reject any and all bids, to waive any and all informalities or irregularities and to accept or reject all or any part of any bid as they may deem to be in the interest of the citizens of the Town of Davie.

TOWN OF DAVIE, FLORIDA

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Brian K. O'Connor  
Procurement Manager

**END OF DOCUMENT**

**DOCUMENT 00100**

**INSTRUCTIONS TO BIDDERS**

**1. SUBMITTAL**

1.1 Sealed Bids will be received until the time and date specified in the Section 00010 Notice to Bidders.

1.2 Each Bid shall be submitted in a sealed envelope, plainly marked:

To: Mr. Brian K O'Connor  
Town of Davie  
6591 Orange Drive  
Davie, Florida 33314

Bid for: Bamford Park Artificial Turf Installation

Bid No. B-17-99

Submitted by: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.3 If said Bid is forwarded by mail, it shall be enclosed in another envelope addressed to Mr. Brian K. O'Connor the Procurement Manager, Town of Davie, Florida. Bids will be received at the Town Hall until the time and date specified in the Section 00010 Notice for Bidders. Bids received after the time and date specified will not be considered.

**2. BIDS**

2.1 It is understood by the bidder that the quantities in the specifications are for bid comparison only.

2.2 Bids shall be made upon forms provided for that purpose in Documents 00300, 00450, 00500, and 00650. Erasures or other changes in a Bid shall be explained or noted over the signature of the Bidder. Each Bidder shall submit sealed Bid envelopes containing one original and two copies of the Bid and its accompanying questionnaire, and should be marked with the Bid name and number and boldly marked "SEALED BID". The forms must be submitted in good order with all blanks filled in.

2.2.1 Vendors shall return a completed Form W-9 (see Section 00300) and completed Vendor/Bidder Disclosure Form (see Section 00300) with their bid and E-Verify Form.

**3. IRREGULAR BIDS**

3.1 Bids which are incomplete, conditional, which contain additions not called for, alterations or irregularities of any kind may be rejected.

#### **4. SIGNATURES ON BIDS**

4.1 Each Bidder shall sign Bid with his or her full name, company name and address. In cases where a firm or corporation submits a Bid, the Bid shall be signed with the full name of each member of the firm, or by the name of the officer or officers authorized by its by-laws, in addition to the firm or corporation signature with its official seal affixed hereto.

#### **5. EXAMINATION OF CONTRACT DOCUMENTS**

5.1 Bidders are notified that they must thoroughly examine the Contract Documents and Specifications which include the Notice for Bidders, Instructions to Bidders, Bid Form, Form of Contract, General Conditions, Supplementary Conditions, Technical Specifications, Figures, and any Addenda issued prior to the opening of Bids.

#### **6. EXAMINATION OF SITE**

6.1 Each Bidder shall visit the site of the proposed work before submitting Bid and shall fully acquaint themselves with conditions relating to construction and labor so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of work under the Contract. It will be assumed that the Bidder has investigated and is satisfied as to the conditions of work to be performed and materials to be furnished and shall base Bid on their own opinion of the conditions likely to be encountered, and for the bid price must assume all risk of variance, by whomsoever made in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.

6.2 Each Bidder shall thoroughly examine and be familiar with the plans and specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint themselves with conditions there existing, shall in no way relieve any Bidder from any obligation with respect to their Bid or to the Contract. The submission of a Bid shall be taken as prima facie evidence of compliance with this document.

6.3 No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of Contract Documents, nor will they be accepted as a basis on any claim whatsoever for extra compensation or for any extension of time.

#### **7. DISCREPANCIES**

7.1 Should a Bidder find discrepancies or ambiguities in, or omissions from, the Drawings or Specifications, or should they be in doubt as to their meaning, they shall at once notify the Engineer.

#### **8. INTERPRETATION OF PLANS AND DRAWINGS**

8.1 On all drawings, the figured dimension shall govern in case of discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the Drawings or of any discrepancy between the Drawings and Specifications. The Engineer of Record shall make such interpretations as may be deemed necessary for the fulfillment

of the intent of the Drawings and Specifications as construed by the Engineer, and his/her decision shall be final. If there is a discrepancy between plans and specifications, the specifications govern.

## **9. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO OPENING OF BIDS**

9.1 If any person contemplating submitting a Bid for the proposed Contract is in doubt as to the true meaning of any part of the Drawings, Specifications or other proposed Contract Documents, they may submit to the Engineer a written request for an interpretation thereof to [nmahon@cgasolutions.com](mailto:nmahon@cgasolutions.com). The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda duly issued, and copies of such addenda will be mailed or delivered to each person who purchased a set of such documents. Request for interpretations or clarification of the Contract Document must be made in writing not later than **5:00 pm on April 21<sup>st</sup>, 2017**. The Owner will not be responsible for any other explanation or interpretation of the documents.

## **10. TIME OF COMPLETION**

- 10.1 All work for this project shall be completed in accordance with Document 00300, paragraph 7.
- 10.2 Completion of the project shall imply trouble free system operation as recognized by the Owner or the Engineer of Record.
- 10.3 All requests for additional days due to delays that are not the fault of the Contractor shall be made to the Owner in writing within 24 hours of the onset of the delay, including rain days, in order to be considered.

## **11. LABOR REGULATIONS**

11.1 The Contractor shall fully comply with all laws and regulations concerning labor, work hours, wage rates, labor conditions and related matters.

## **12. BID BONDS**

12.1 The Bid Bond, in the amount of not less than five percent (5%) of the Bid, shall be paid into the funds of the Owner as damages if the Bidder fails to execute the written agreement and furnish the required Contract Security Bond within seven (7) consecutive calendar days following written notice of award of the Contract. The Bid Bond shall be countersigned by an agent of the surety company licensed to operate in the State of Florida.

## **13. RETURN OF BID SECURITY**

13.1 Bid Bonds of the unsuccessful Bidders will be returned to the parties submitting same not later than fifteen (15) days after the execution of the Contract. In the event that all Bids are rejected, the Bid Bonds will be returned to all Bidders within fifteen (15) calendar days after date of rejection.

**14. CONTRACT BONDS**

14.1 The successful Bidder shall furnish a Performance Bond in an amount of at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and shall also furnish a Payment Bond in the amount of at least one hundred percent (100%) of the Contract price for payment of all persons performing labor on the project under this Contract. The Surety on such Bonds shall be by a duly authorized surety company satisfactory to the Owner.

**15. QUALIFICATION OF BIDDER**

15.1 A Bidder will be required to show, to the complete satisfaction of the Owner, that they have the necessary facilities, equipment, ability, and financial resources to perform the work in a satisfactory manner, within the time specified. No Contract will be awarded except to responsible Contractors and businesses capable of performing the class of work contemplated. The Bidder shall submit the Qualification Form (Section 00450) with Bid. The Contractor must be in business for at least 10 years, and completed 5 projects of a similar nature and size or larger.

**16. DISQUALIFICATION OF BIDDERS**

16.1 Any or all Bids will be rejected if there is any reason for believing that collusion exists among the Bidders, and participants in such collusion will not be considered in future Bids for the same work.

**17. WITHDRAWAL OF BIDS**

17.1 A Bidder may withdraw Bid provided that request is made in writing and delivered either in person or by special delivery mail to the Owner prior to the time set for opening bids.

**18. OWNER'S RIGHTS RESERVED**

18.1 The Owner reserves the right to accept any Bid which, in their opinion, is the lowest and best, and is in the best interest of the Owner. The Owner also reserves the right to reject any and all bids.

**19. AGENT FOR OWNER**

19.1 Calvin, Giordano & Associates, Inc. (the Consulting Engineers) shall serve as agent for The Town of Davie (the Owner), in all matters pertaining to the work on this project. No changes in the work or extra charges to the Contract are effective until recommended by the Engineer and approved by the Owner in the form of a written change order.

**20. QUALIFICATION OF SURETY**

20.1 The Contractor may provide a Surety Bond executed by a corporate surety company authorized to do business in the State of Florida, holding a certificate of authority from the Secretary of the Treasury of the United States as acceptable sureties on Federal Bonds and executed and issued by a resident agent licensed and having an office in the State of Florida, and resident agent in Broward County representing such corporate surety. Said Surety Bond or its equivalent shall be in effect prior to the issuance of any work permits and shall remain in effect until the provision of the agreement to transfer ownership of any

improvements have been fulfilled. The surety bond rating shall be rated at least as A or higher.

## **21. SUBCONTRACTORS**

- 21.1 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor shall furnish, concurrently with Bid submission, a list of names for the proposed subcontractors for all parts of the work.
- 21.2 Upon the Engineer's request, submit the name, address and phone number, occupational license number and specialty. Indicate at least three (3) references and three (3) projects of similar nature.
- 21.3 The Engineer shall promptly notify the Contractor, in writing, if either the Owner or Engineer, after due investigation, has reasonable objections to any subcontractor on said list and does not accept them. Failure of the Owner or Engineer to make objection within three (3) weeks to any subcontractor on the list shall constitute acceptance of such subcontractor. After acceptance, no subcontractor shall be changed without written approval by the Owner and Engineer.

## **22. INSURANCE**

- 22.1 The Bidder's attention is directed to the insurance requirements set out in the Supplementary Conditions herein. The Successful Bidder will be required, prior to execution of the Contract by the Owner, to furnish a Certificate of Insurance and will cause to be issued by the insurance carrier, an endorsement naming the Town of Davie as additional insured under such Contract of Insurance.

## **23. POWER OF ATTORNEY**

- 23.1 Attorneys-in-Fact who sign Contract Bonds must file with each Bond a certified copy of their Power of Attorney dated the same or subsequent to the Contract.

## **24. AWARD OF CONTRACT**

- 24.1 The Contract, if awarded, will be awarded to the lowest responsive and responsible Bidder. Such a Bidder shall possess the skill, ability, and integrity necessary for the faithful performance of the work. The term "lowest responsible and responsive Bidders" as used herein shall mean the Bidder whose bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work.

## **25. ACCEPTANCE PERIOD**

- 25.1 The Bidder shall hold his or her Bid good for acceptance by the Owner for a period of not less than ninety (90) calendar days following the date of the Bid opening. The Bid guarantee required herein above shall be effective for this period.

## **26. DISCRIMINATION**

- 26.1 An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid on a Contract to provide goods and services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a building or public work, may not submit Bids on leases of real property to a public entity, may not award or perform

work as a contractor, supplier, subcontractor or consultant under any Contract with any public entity, and may not transact business with any public entity.

**27. PUBLIC ENTITY CRIMES INFORMATION**

27.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or a consultant under a Contract with any public entity, any may not transact business with any public entity provided in Section 287.0171, for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**28. PERMITS**

28.1 All Town of Davie permit fees and other required governmental permits shall be requested, processed, and paid for by the Contractor as listed on itemized bid form. Construction working hours in the Town of Davie are Monday through Friday 7 AM to 7 PM. If contractor elects to work outside of these hours, contractor must request permission from the Town of Davie and pay any additional fees required per department fee schedules.

**29. INDEMNIFICATION AND HOLD HARMLESS**

29.1 The Contractor agrees to indemnify and hold harmless the Town, its officers, agents and employees, free and harmless from any claim, liability, cause of action, expense or charge, of whatever kind or nature, including, but not limited to, personal injury, loss of life, property damage including loss of use thereof, and against loss of life, which may arise out of or be connected with the performance of contractor's duty hereunder, and shall indemnify the Town against any suits, actions, claims, damages, or causes of action brought by or on behalf of any person arising out of the performance of such duties, and pay all costs and expenses in connection therewith. Nothing in this agreement shall be construed to affect in any way the Town's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

**30. TERMINATION OF CONTRACT**

30.1 It is agreed that should the Contractor fail, in the sole discretion of the Town, in keeping and performing any and all terms and conditions of the contract, the contract may be canceled upon written notification.

**31. LIQUIDATED DAMAGES**

31.1 The Town shall assess a one thousand dollars (\$1,000) per day liquidated damage cost for every day the project exceeds the contract allotted time. These costs will be levied in all cases but for those approved extensions by the Town or due to extreme Acts of God. Liquidated damages will be levied for each day after the designated Time of Completion, Sundays and Holidays included, that the work remains incomplete. This sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated, and this sum is not a

penalty, being the liquidated damages the Owner will have sustained in the event of such default by the Contractor.

**32. PAYMENT**

32.1 Payment shall be in accordance with the Florida Prompt Payment Act. Contractor shall submit an invoice within 4 weeks of the NTP. Progress payments may be invoiced one time per month, maximum. A 10% retainage will be withheld until final acceptance by the Town of Davie has been obtained, the required final inspections have been approved, the "As Built" drawings have been received, and Final Releases of Lien have been received by the Town of Davie for all materials suppliers and subcontractors. The bidder may choose to accept payment from the Town of Davie credit card. This type of payment can be made immediately after acceptance by the Town of Davie.

**33. WARRANTY**

33.1 The Contractor shall warranty to the Owner that all materials and equipment furnished under the contract by the General Contractor or his/her subcontractor will be of good quality and new, and that the Work shall be free from defects not inherent in the quality, required or permitted, and that the Work shall conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, will be considered defective. Any defective work must be repaired or replaced by the Contractor at no expense to the Owner for a period of one year after acceptance. The Contractor's warranty excludes remedy for damage caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

**34. "AS BUILT" RECORD DOCUMENTS**

34.1 The Contractor shall supply the Owner with one (1) set of "As Built" record drawings, three (3) sets of signed and sealed drawings, and a CD with the electronic CAD drawings in State Plane Coordinates NAD 1983 with the 1990 Adjustment, if applicable, indicating the final installation of all the infrastructure placed as part of this project, as well as all modifications made due to field conditions, change orders, et cetera. Surveying and layout expenses are the responsibility of the Bidder.

**35. CODE COMPLIANCE**

35.1 All work shall comply fully with The Florida Building Code, Latest Edition, The Town of Davie's "Land Development Code," The Town of Davie's "ENGINEERING DESIGN STANDARDS MANUAL – NOVEMBER 2007 and all other applicable Federal, State and County Codes, Regulations, Statutes, Ordinances, and Referenced Standards.

**END OF DOCUMENT**

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**DOCUMENT 00300**

**BID FORMS**

**TOWN OF DAVIE**

***Bamford Park Artificial Turf Installation***

**BID NUMBER: B-17-99**

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

**This Bid is submitted to:** Town Council, Davie, Florida.

1. The undersigned, as Bidder, hereby declares that he/she is acquainted with the site of the construction as shown on the drawings and specifications and has fully acquainted himself/herself with the work to be done; that he/she has thoroughly examined the drawings, Specifications and all Contract Documents pertaining thereto; and has read any and all addenda issued prior to the opening of Bids; all as designed under the Engineer's Bid Number **B-17-99**.
2. The Bidder proposes and agrees, if this Bid is accepted, to secure all required permits, furnish all necessary materials, tools, construction equipment, all necessary transportation and labor to complete the construction as shown, detailed and described in the Specifications and on the drawings.
3. It is understood by the Bidder that the quantities in the following quotation form are given for the purpose of the Bid comparison only.
4. It is understood by the Bidder that all Bid item amounts shall be submitted. In the event any item is not included, rejection of the Bid will be considered by the Owner.
5. It is understood that certain portions of the Bid section may be deleted from the awarded Contract at the Owner's discretion.
6. The Bidder acknowledges that, included in the various items of the Bid and in the total Bid price, are costs for complying with the Florida Trench Act of 1990.
7. The Bidder agrees that, if awarded the Contract, he/she will sign the Contract Documents within seven (7) calendar days of the Notice of Award; that he/she will commence the work on the date stated in the Notice to Proceed; and that he/she will have the work fully completed for Owner's use within **100 calendar days**. If not, liquidated damages will be assessed at the rate of one thousand dollars (\$1,000) per calendar day, Sundays and holidays included.
8. The Bidder is licensed as a Contractor to perform the work or services contemplated by this Bid and holds License No. \_\_\_\_\_ issued by \_\_\_\_\_, Florida.

BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_



The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event the Bidder is awarded the Contract:

1. \_\_\_\_\_  
(Portion of Work)

\_\_\_\_\_  
(Name of Subcontractor) (Telephone #)

\_\_\_\_\_  
(Street) (City) (State) (Zip)

2. \_\_\_\_\_  
(Portion of Work)

\_\_\_\_\_  
(Name of Subcontractor) (Telephone #)

\_\_\_\_\_  
(Street) (City) (State) (Zip)

3. \_\_\_\_\_  
(Portion of Work)

\_\_\_\_\_  
(Name of Subcontractor) (Telephone #)

\_\_\_\_\_  
(Street) (City) (State) (Zip)

4. \_\_\_\_\_  
(Portion of Work)

\_\_\_\_\_  
(Name of Subcontractor) (Telephone #)

\_\_\_\_\_  
(Street) (City) (State) (Zip)

5. \_\_\_\_\_  
(Portion of Work)

\_\_\_\_\_  
(Name of Subcontractor) (Telephone #)

\_\_\_\_\_  
(Street) (City) (State) (Zip)

BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_



(Sign below if Incorporated)

ATTEST:

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

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

\_\_\_\_\_  
(Signature and Title)

(CORPORATE SEAL)

\_\_\_\_\_  
(Type Name and Title signed above)

Incorporated under the laws of the State of \_\_\_\_\_.





#### **4. A Joint Venture**

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

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

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

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

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



**Bid Form**  
**Bamford Park Artificial Turf Installation**  
**Bid No. B-17-99**

<b>Bid Item</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
<b>I.</b>	<b>General</b>				
1	Mobilization/Demobilization/SWPPP Not to exceed 5% of Total Bid	1	LS		
2	Clearing and Grubbing/Demolition	1	LS		
3	Testing and Survey	1	LS		
	<b>Subtotal General</b>				
<b>II.</b>	<b>Paving</b>				
4	Artificial Turf Installation including drainage system/subgrade/base/header curb	1	LS		
5	Tall Header Curb	660	LF		
6	Reconstruct Wooden Stairs				
7	Gravity Wall with Field Wall Padding	110	LF		
8	6" Concrete sidewalk/concrete apron including stabilized subgrade (various width)	4,857	SY		
9	Demo existing concrete sidewalk	2,060	SY		
10	4' High Chain Link Fence	2,565	LF		
11	Aluminum Pedestrian Rail	94	LF		
12	Removable Bollard	3	EA		
13	Sod	1,520	SY		
14	Miscellaneous Appurtenances	2	EA		
15	Adjustments to Existing Irrigation Systems	1	LS		
	<b>TOTAL BID PRICE</b>				
<b>III.</b>	<b>Administrative</b>				
16	Town of Davie Engineering Permit (10% of Total Bid Price)	1	AL		



17	Town of Davie Building Permit (2% of Total Bid Price)	1	AL		
	<b>Subtotal Fees</b>				
	<b>TOTAL BASE BID (Items I Thru III)</b>				

(Total Base Bid Written)

The lowest Bid shall be determined by the Total Contract Amount

**ALTERNATE ITEMS NOT TO BE INCLUDED IN BASE BID**

Item #	Description	Estimated Quantity	Unit	Unit Price	Total
A1	Unsuitable Material Allowance (see note 1)	100	CY	_____	_____

**Note:**

1. Unsuitable Material shall be determined by the EOR or EOR's Field Representative and based on truck measure. Fill shall be compacted in place.

**Bid Submitted by:**

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

Company: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

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

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

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



## Bid Form

### Acknowledgement of Addenda

Bidding Contractor shall indicate receipt of addendum by initialing below for each addendum received.

Addendum #1 \_\_\_\_\_

Addendum #2 \_\_\_\_\_

Addendum #3 \_\_\_\_\_

Addendum #4 \_\_\_\_\_



## CONTRACTOR AFFIDAVIT

General Contractor must acknowledge via letter of transmittal that they have reviewed the entire Contract Documents and will provide all "NAMED PRODUCTS" or approved substitutions per Document 00100, and in the event there is ambiguity or conflict relating to items or arrangements to be furnished under the Contract Documents, the Engineer will determine which takes precedence. It is understood that the Contractor shall furnish the items or arrangements of greater quantity, better quality, or higher cost as conclusively determined by the Engineer.

In addition, the General Contractor has reviewed this condition with all the Subcontractors and Suppliers.

General Contractor

---

Signature      Title

---

Company Name



## TOWN OF DAVIE

### Bamford Park Artificial Turf Installation

#### QUALIFICATION REQUESTS

**Contractor to list projects fulfilling the following qualification requests:**

Contractor must list projects with similar project scope (i.e. addition of travel lanes, widening of sidewalk, installation of street lighting etc):

1. List Project Management Personnel, include resumes. Personnel cannot be changed without written approval.
  - \* Principal in charge
  - \* Project Manager
  - \* Superintendent
2. List minimum of five (5) previous public Bid projects  
List Owner's representative and phone number.

**Omission of any of the above items in the Project List will disqualify Bid!**



## PROJECT LIST

**Completed Construction Projects that satisfy qualification requirements:**

<u>Project Name</u>	<u>Owner or Representative</u>	<u>Phone Number</u>	<u>Engineer</u>	<u>Contract Amount</u>	<u>Date Completed</u>
-------------------------	--	-------------------------	-----------------	----------------------------	---------------------------

1.	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____



## Town of Davie Vendor/Bidder Disclosure

I, \_\_\_\_\_, being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: \_\_\_\_\_

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

\_\_\_\_\_

FEIN: \_\_\_\_\_

State and Date of Incorporation: \_\_\_\_\_

### OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal Name and Business address shall be provided for each officer and director and each stakeholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and addresses are as follows: (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %



2. The full legal names and business addresses of any other individual (other than subcontractors, material men, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Affiant

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

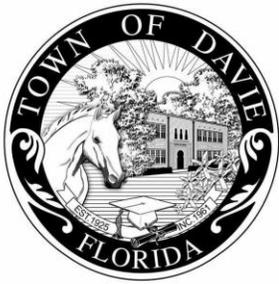
SUBSCRIBED AND SWORN TO or affirmed before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_, by \_\_\_\_\_, he/she is personally known to me or has presented \_\_\_\_\_ as identification.

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

\_\_\_\_\_  
Print or Stamp of Notary

\_\_\_\_\_  
Serial Number

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



TOWN OF DAVIE POLICE DEPARTMENT  
CODE COMPLIANCE DIVISION

1230 SOUTH NOB HILL ROAD • DAVIE, FLORIDA 33324  
PHONE: 954.693.8237 • FAX: 954.693.8399 • WWW.DAVIE-FL.GOV

## LOCAL VENDOR PREFERENCE

### 1. Definitions

**Local Davie Vendor** – A “Local Davie Vendor” shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business **may not** be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie and have an address that the U.S. Postal Service recognizes as being a Davie address to be eligible.

**Local Broward County Vendor** – A “Local Broward County Vendor” shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business **may not** be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

**Bid** – A “Bid” shall be any competitive solicitation by specification officially posted by the Town of Davie Purchasing staff on the Town’s website where the award is determined by price.

**Proposal** – A “Proposal” shall be any competitive solicitation by Request for Proposal (RFP) officially posted by the Town of Davie purchasing staff on the Town’s website where the award is determined by qualifications.

### 2. Process

**a) Competitive Bid** – For bid evaluation purposes, vendors that meet the definition of “Local Davie Vendor” as detailed above shall be given a 5% evaluation credit. This shall mean that if a “Local Davie Vendor” submits a bid/quote that is within 5% of the lowest price submitted by any vendor, the “Local Davie Vendor” shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the “Local Davie Vendor” submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the “Local Davie Vendor”. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. **If the lowest responsive and responsible bidder IS a “Local Davie Vendor”, the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.**



For bid evaluation purposes, vendors that meet the definition of “Local Broward County Vendor” as detailed above shall be given a 2.5% evaluation credit. This shall mean that if a “Local Broward County Vendor” submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the “Local Broward County Vendor” shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the “Local Broward County Vendor” submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the “Local Broward County Vendor”. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. **If the lowest responsive and responsible bidder IS a “Local Davie Vendor”, the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.**

If there is a “Local Davie Vendor” and a “Local Broward County Vendor” participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the “Local Davie Vendor” will be given first option. If the “Local Davie Vendor” cannot beat the lowest bid received by at least 1%, an opportunity will be given to the “Local Broward County Vendor”. If the “Local Broward County Vendor” cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple “Local Davie Vendors” submit bids/quotes which are within 5% of the lowest bid/quote, then all vendors will be asked to submit a “Best and Final Offer” (BAFO). The award will be made to the “Local Davie Vendor” submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no “Local Davie Vendor” can beat the lowest bid/quote by at least 1%, then the process will be repeated with all “Local Broward County Vendors” who have submitted a bid/quote which is within 2.5% of the lowest bid/quote. If no “Local Davie Vendor” and no “Local Broward County Vendor” can submit a BAFO that is at least 1% lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

**b) Competitive Proposal-** For evaluation purposes, “Local Davie Vendor” and “Local Broward County Vendor” shall be a criterion for award in any Request For Proposal unless specifically exempted by the Town Administrator or the Town Council.

#### **c) Exceptions**

1. No “local vendor” preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.
2. Utilization of a State or other agency contract.
3. State or Federal law prohibits the use of local preference.
4. The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences.
5. Sole source or single source purchases.
6. The “local vendor” is either non-responsive or non-responsible.
7. All bids submitted exceed the budget amount for the project.
8. Emergency purchases.
9. The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.



# Town of Davie Local Vendor Preference

## Affidavit of Eligibility

Complete all areas below. Incomplete forms may be rejected.

\_\_\_\_\_ My business is located within the Town of Davie.

LEGAL NAME OF FIRM: \_\_\_\_\_

Physical address:

\_\_\_\_\_

Phone number \_\_\_\_\_ Fax number \_\_\_\_\_

Email address \_\_\_\_\_

Has the business name changed since it was opened in Davie? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes please provide the previous business name: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Date your business was established in Town of Davie: \_\_\_\_\_

Business license: License number: \_\_\_\_\_ Date issued: \_\_\_\_\_

\_\_\_\_\_ A copy of my Business Tax Receipt is attached.

I employ \_\_\_\_\_ (insert a number) full time employees.

If your business is a Broward County business but not located within the Town of Davie please fill out the information on the next page.



# Town of Davie Local Vendor Preference Broward County Vendor

## Affidavit of Eligibility

Complete all areas below. Incomplete forms may be rejected.

\_\_\_\_\_ My business is located within Broward County but not in the Town of Davie.

LEGAL NAME OF FIRM: \_\_\_\_\_

Physical address: \_\_\_\_\_

Phone number \_\_\_\_\_ Fax number \_\_\_\_\_

Email address \_\_\_\_\_

Has the business name changed since it was opened in Broward County? Yes \_\_\_ No \_\_\_

If Yes, please provide the previous business name: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Date your business was established in Broward County: \_\_\_\_\_

Business license: License number: \_\_\_\_\_ Date issued: \_\_\_\_\_

\_\_\_\_\_ A copy of my Business Tax Receipt is attached.

I employ \_\_\_\_\_ (insert a number) full time employees.

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_



TOWN OF DAVIE POLICE DEPARTMENT  
CODE COMPLIANCE DIVISION

---

1230 SOUTH NOB HILL ROAD • DAVIE, FLORIDA 33324  
PHONE: 954.693.8237 • FAX: 954.693.8399 • WWW.DAVIE-FL.GOV

**SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS  
COLLECTION AND DISPOSAL REQUIREMENTS  
FOR BIDDING JOBS IN THE TOWN OF DAVIE**

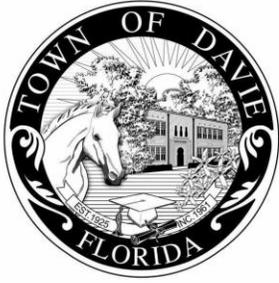
The Town of Davie has an Exclusive Solid Waste Franchise Agreement with Waste Management Inc. of Florida for the Collection and Disposal of all Solid Waste including Construction and Demolition (C&D) debris as defined within Florida Statutes Chapter 403. All applicants for bids to perform construction work for the Town of Davie shall be subject to the requirements found in the Town's exclusive solid waste franchise agreement and must contract with Waste Management for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Waste Management dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact Kay Hurley, Waste Management's Construction Services Account Manager, at (954) 439-4067 or [khurley@wm.com](mailto:khurley@wm.com).

For further information related to bid specifications related to solid waste franchise requirements, please contact Brian K. O'Connor, Procurement Manager, at (954) 797-1016.

For solid waste franchise enforcement questions, please contact the Town of Davie Program Division's representative at 954-797-1045 or Danny Stallone, Code Compliance Official, at (954) 693-8237.

**PLEASE BE ADVISED THAT THE FAILURE OF ANY BIDDER FOR A CONSTRUCTION PROJECT FOR THE TOWN OF DAVIE, INCLUDING AND NOT LIMITED TO GENERAL CONTRACTORS AND DEVELOPERS, TO ADHERE TO THE REQUIREMENTS OF THE TOWN'S EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT SHALL RESULT IN A NOTICE OF VIOLATION, CITATION OR SIMILAR CODE ENFORCEMENT ACTION BEING TAKEN AGAINST THEM. ENFORCEMENT ACTION MAY INCLUDE DENIAL OR REVOCATION OF A BID APPLICATION AND ITS APPROVAL. THE ENFORCEMENT ACTION WILL RESULT IN FINES AND LIENS UP TO \$15,000/DAY FOR IRREPARABLE VIOLATIONS, UP TO \$1000/DAY FOR FIRST VIOLATIONS, UP TO \$5000/DAY FOR REPEAT VIOLATIONS PLUS APPLICABLE COST RECOVERY AND ATTORNEY FEES.**



TOWN OF DAVIE POLICE DEPARTMENT  
CODE COMPLIANCE DIVISION

1230 SOUTH NOB HILL ROAD • DAVIE, FLORIDA 33324  
PHONE: 954.693.8237 • FAX: 954.693.8399 • WWW.DAVIE-FL.GOV

**BID SUBMITTAL COMPLETION CONFIRMATION for ITB's:**

- \_\_\_\_\_ I, the Bidder, have completed and signed (in blue ink) all required bid document pages.
- \_\_\_\_\_ I, the Bidder, have submitted my bid on the bid sheets provided, and acknowledge that bids not submitted on bid sheets provided may be rejected.
- \_\_\_\_\_ I, the Bidder, have filled in all spaces on the pricing page as noted, and acknowledged that bids with spaces left blank on the pricing page may be rejected.
- \_\_\_\_\_ I, the bidder, have included all information, certificates, licenses, and additional documentation as required by the Town in this bid document.
- \_\_\_\_\_ I, the Bidder, have checked for any addendums to this bid, and will continue to check for any addendums up to the due date and time of this bid.
- \_\_\_\_\_ I, the Bidder, have included on the face of the envelope, my company name and return address, the date and time of the bid opening, and the bid name and number.
- \_\_\_\_\_ I, the Bidder, have submitted one (1) original and two (2) copies of the entire bid document and addendums.
- \_\_\_\_\_ I, the Bidder, have read and completed the Vendor/Bidder Disclosure Form.
- \_\_\_\_\_ I, the Bidder, have read and completed the W-9 Form.
- \_\_\_\_\_ I, the Bidder, am aware that a Notice of Intent to Award this bid shall be posted on the Town's website at [www.davie-fl.gov](http://www.davie-fl.gov) and on the Town Hall bulletin board in the front lobby at Town Hall, and that it is my responsibility to check for this posting.
- \_\_\_\_\_ I, the Bidder, have submitted all supporting documentation for local preference eligibility, which must be received with the bid package prior to the bid opening date and time.
- \_\_\_\_\_ I, the Bidder, have completed this checklist and it is included with my submittal.

**NAME OF COMPANY:** \_\_\_\_\_

**BIDDER'S NAME:** \_\_\_\_\_

**BIDDER'S AUTHORIZED SIGNATURE:** \_\_\_\_\_

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



# Bid Protest Procedure

If a vendor feels that they have been treated unfairly concerning the results of a solicitation, or the resulting recommendation for award, they may protest the Town's action as follows:

1. The vendor must submit a letter to the Procurement Manager detailing the nature of the protest accompanied by two (2) cashier's checks within three (3) working days of the Notice of Intent to Award. The first check will be in the amount of \$500 (hereinafter called "the administrative fee"). The second check will be in the amount of 1% of the bid amount (hereinafter called "the protest bond"). The Town's Notices of Intent to Award are posted on the Town of Davie website.
2. If the Procurement Manager receives a bid protest letter, the administrative fee, and the protest bond as described above, the bid award process will be suspended and the protest will be referred to the Bid Protest Committee. However, if the project is needed to protect the health, safety, and/or welfare of the residents of the Town of Davie, the award of the project will proceed without interruption. The Bid Protest Committee shall consist of three (3) Town of Davie staff member selected by the Town Administrator. The Procurement Manager and the employee that wrote the Recommendation for Award may not sit as a member of the Bid Protest Committee. However, the Procurement Manager and the staff member that wrote the Recommendation for Award shall be present at the hearing of the Bid Protest Committee to answer any questions pertaining to the bid process or the evaluation process.
3. The Bid Protest Committee shall schedule a hearing within ten (10) working days from receipt of the protest letter. All parties having an interest in the outcome will be notified of the date and time of the hearing. If the bid protest is denied, the vendor will forfeit the protest bond. If the protest is upheld, the protest bond will be returned to the vendor. The administrative fee shall be non-refundable in all cases.
4. If the Bid Protest Committee denies the protest, the aggrieved vendor may appeal his/her case to the Davie Town Council. In order to appeal, the vendor must notify the Town Administrator within three (3) working days of the Bid Protest Committee's ruling. Upon notification, the Town Administrator will schedule the appeal as an agenda item on the next available Town Council agenda. All bidders will be notified of the agenda date.
5. Once the bid protest is resolved, the Town will proceed with the bid award, except as exempted in 2, above.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ]	
<b>Employer identification number</b>	
[ ] [ ] [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]	

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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DOCUMENT 00400

BID BOND

**BIDDER (Name, Address and Phone No.):**

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**SURETY (Name and Address of Principal Place of Business):**

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**OWNER (Name and Address and Phone No.):**

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TOWN OF DAVIE

---

6591 Orange Drive

---

Davie, Florida 33314

---

Phone (954) 797-1030

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**BID**

BID DUE DATE:

PROJECT

All permits, fees, work, tools, equipment, and materials required for the Bamford Park Artificial Turf Installation shall be provided by the Contractor. The Contractor shall provide a lump sum bid for all work, all required permits from governmental agencies having jurisdiction in the Town of Davie, such as the Town Building and Engineering Divisions and equipment items, tools, materials, for completion of the improvements to Bamford Park Artificial Turf Fields.

**BOND**

BOND NUMBER: \_\_\_\_\_

DATE: (Not later than Bid due date): \_\_\_\_\_

PENAL SUM: 5% of Bid amount \_\_\_\_\_

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound, hereby subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

SURETY

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

(Attach Power of Attorney)  
Attest: \_\_\_\_\_  
Signature and Title

- Note:
- (1) Above addresses are to be used for giving required notice.
  - (2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to pay to Owner upon default of Bidder, the difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible and responsive bidder as determined by Owner for the work required by the Contract Documents, provided that
  - 1.1. If there is no such next lowest, responsible and responsive bidder, and Owner does not abandon the project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver, within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner), the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:

- 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents, (or any extension thereof agreed to in writing by Owner), the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
- 3.2. All bids are rejected by Owner, or
- 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents, (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within thirty (30) calendar days after receipt by Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project, and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions, shall not, in the aggregate, exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days, after the Notice of Default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one (1) year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state and county in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. The Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern, and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a bid, offer, or proposal as applicable.

**END OF DOCUMENT**

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**DOCUMENT 00450**

**TRENCH SAFETY FORM**

This form must be completed and signed by the Bidder. Failure to complete this form may result in the Bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder, by signing and submitting the Bid, assures that the Bidder will perform trench excavations in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards, as well as the method of compliance:

Method of Compliance

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Amount Total \$ \_\_\_\_\_

Bidder acknowledges that this amount is included in the applicable items of the proposal and in the grand total bid price. Failure to complete the above will result in the Bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review and assess all safety precautions, programs and costs, and the means, methods, techniques or technique adequacy, reasonableness of cost, sequences and procedures of any safety precaution, including, but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et seq., cited as the "Trench Safety Act. Bidder ", and is responsible to determine any safety or safety related standards that apply to the Project.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Bidder Printed Name

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**END OF DOCUMENT**

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**DOCUMENT 00480**

**BIDDER'S QUALIFICATION FORM**

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a General Contractor?

---

2. List five projects successfully performed for a public entity.

1). Project Name: \_\_\_\_\_ Owner: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date of Completion: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

2). Project Name: \_\_\_\_\_ Owner: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date of Completion: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

3). Project Name: \_\_\_\_\_ Owner: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date of Completion: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

4). Project Name: \_\_\_\_\_ Owner: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date of Completion: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

5). Project Name: \_\_\_\_\_ Owner: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date of Completion: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

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

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4. Name three individuals or corporations for which you have performed work and to which you refer:

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5. List the following information concerning all contracts on hand as of the date of submission of this proposal. (In case of co-venture, list the information for all co-ventures.)

<b>NAME OF PROJECT</b>	<b>OWNER</b>	<b>TOTAL CONTRACT VALUE</b>	<b>CONTRACTED DATE OF COMPLETION</b>	<b>PERCENTAGE COMPLETION TO DATE</b>
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(Continue list on insert sheet, if necessary.)

6. Have you personally inspected the proposed work, and have you a complete plan for its performance?

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7. Will you sublet any part of this work? If so, give details such as the subcontractor name, address, phone number and type of work to be performed. Also, indicate the percentage of the total work to be performed by the subcontractor.

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8. What equipment do you own that is available for the work?

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9. What equipment will you purchase for the proposed work?

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10. What equipment will you rent for the proposed work?

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11. The following is given as a summary of the Financial Statement of the undersigned:  
(List assets and liabilities, and use insert sheet if necessary.)

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12. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the name of all the partners. If a trade name, state the names of the individuals who do business under the trade name. It is absolutely necessary that this information be furnished.)

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

(a) The business is a (sole proprietorship) (partnership) (corporation)

\_\_\_\_\_

(b) The address of principal place of business is:

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

(c) The names of the corporate officers, or partners or individuals doing business under a trade name, are as follows:

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

\_\_\_\_\_  
Bidder

**END OF DOCUMENT**

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**DOCUMENT 00500**

**AGREEMENT**

THIS AGREEMENT, made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Town of Davie, Florida, hereinafter called the Owner, and \_\_\_\_\_, hereinafter called the Contractor.

WITNESSETH:

1. That the Contractor, for the consideration hereafter fully set out, hereby agrees with the Owner as follows:

That the Contractor shall furnish all the materials, equipment and labor to perform all the work necessary to complete the **Bamford Park Artificial Turf Installation** for the Town of Davie, Florida, all in full and complete accordance with the following Specifications and Contract Documents, which are attached hereto and made a part thereof, as if fully contained herein; Advertisement for Bids; Instructions to Bidders; General Conditions, Supplementary Conditions, Addenda, Construction Drawings and Specifications; the Proposal and acceptance thereof.

2. That the Contractor shall commence the work performed under this Agreement on the date specified in the Notice to Proceed order from the Owner and shall fully complete all work within 300 calendar days from said date. That the Contractor shall submit an invoice for payment within 28 days of the Notice to Proceed order.
3. That the Owner hereby agrees to pay the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) based on the estimate quantities and unit or lump sum prices contained herein.
4. That the Owner, within thirty (30) days from the day an Engineer's approved Application for Payment is presented to he/she, pay the Contractor the amount approved by the Engineer.
5. Partial payment shall be made on the basis or work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate, which is to be retained by the Owner until all work within a particular part has performed strictly within accordance with this Agreement and until such work has been accepted by the Owner. The remaining ten percent will be remitted within thirty (30) days of completion and acceptance by the Owner.
6. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
7. It is mutually agreed between the parties hereto that time is of the essence of this Contract, and in the event the construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of one thousand dollars (\$1,000) per calendar day for each day thereafter, Sundays and Holidays included, that the work remains uncompleted, which sum shall represent the actual damages which the Owner

will have sustained per day by the failure of the Contractor to complete the work within the time stipulated, and this sum is not a penalty, being the liquidated damages the Owner will have sustained in the event of such default by the Contractor.

8. No additional work or extras shall be performed unless the same shall be duly authorized by appropriate action of the Owner in writing.
9. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the Owner or the Engineer. The venue for any legal action shall be in Broward County, Florida.
10. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, or from requirements of all specifications. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.
11. The Contractor shall perform all work required by the Contract Documents for the **Bamford Park Artificial Turf Installation, Bid No. B-17-99.**
12. The Contractor may requisition payments for work completed during the project at monthly intervals. The Contractor's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the Engineer. Each requisition shall be submitted in quintuplet (5) to the Engineer for approval. Ten percent (10%) of all monies earned by the Contractor shall be retained by the Owner until the project is totally completed as specified and accepted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above, in quintuplet (5) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original Contract.

\_\_\_\_\_  
CONTRACTOR

WITNESS:

\_\_\_\_\_  
BY

\_\_\_\_\_

\_\_\_\_\_  
TITLE

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

OWNER  
Town of Davie, Florida  
Municipal Corporation

ATTEST:

\_\_\_\_\_  
EVELYN ROIG  
Town Clerk

\_\_\_\_\_  
JUDY PAUL  
Mayor

(Seal)

\_\_\_\_\_  
Richard J. Lemack  
Town Administrator

APPROVED AS TO FORM AND  
CORRECTNESS:

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

\_\_\_\_\_  
John Rayson  
Town Attorney, Town of Davie

Council Approved: \_\_\_\_\_  
(Date)

Contract Amount: \$ \_\_\_\_\_

**END OF DOCUMENT**

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**DOCUMENT 00600**

**CONSTRUCTION PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone No.)

SURETY (Name and Principal Place of Business)

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

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

OWNER (Name and Address and Phone No.):

TOWN OF DAVIE  
6591 Orange Drive  
Davie, Florida 33314  
Phone (954) 797-1030

CONSTRUCTION CONTRACT

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

Amount: \$ \_\_\_\_\_

Description (Name and Location):

**Bamford Park Artificial Turf Installation**

**BID No. B-17-99**

**ADDRESS: 6591 Orange Drive, Davie, FL 33314**

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$ \_\_\_\_\_

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL  
Company (Corporate Seal)

SURETY  
Company (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

CONTRACTOR AS PRINCIPAL

Company (Corporate Seal)

Company (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title

Signature: \_\_\_\_\_  
Name and Title

\_\_\_\_\_ through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, American Institute of Engineers, American Subcontractors Association and the Associated Specialty Contractors.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claims, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by, or have a direct contract with the Contractor, have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied, or for whom the labor was done or performed; and
    - 4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice, any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    - 4.2.3 Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in paragraph 12) and sent a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor, or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly, and at the Surety's expense, take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing, and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor, and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have, under this Bond, no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one (1) year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be acceptable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from, and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
  - 15.1 Claimant – An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include, without limitation, in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, Engineering services required for performance of the work of the Contractor, and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
  - 15.2 Construction Contract – The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3 Owner Default – Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**DOCUMENT 00601**

**CONSTRUCTION PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone No.)

SURETY (Name and Principal Place of Business)

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

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

OWNER (Name and Address and Phone No.):

TOWN OF DAVIE  
6591 Orange Drive  
Davie, Florida 33314  
Phone (954) 797-1030

CONSTRUCTION CONTRACT

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

Amount: \$ \_\_\_\_\_

Description (Name and Location):

**Bamford Park Artificial Turf Installation**

**BID No. B-17-99**

**ADDRESS: 6591 Orange Drive, Davie, FL 33314**

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$ \_\_\_\_\_

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL  
Company (Corporate Seal)

SURETY  
Company (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

CONTRACTOR AS PRINCIPAL

Company (Corporate Seal)

Company (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title

Signature: \_\_\_\_\_  
Name and Title

\_\_\_\_\_ through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, American Institute of Engineers, American Subcontractors Association and the Associated Specialty Contractors.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety, at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract, such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly, and at the Surety's expense, take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified Contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a Contract to be prepared for execution by the Owner and the Contractor, selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the Bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
  - 4.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as deemed practicable by the owner after the amount is determined, tender payment therefor to the Owner; or
  - 4.4.2. Deny liability in whole or in part and notify the Owner citing reasons there for.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds, as provided in Subparagraph 4.4, and the Owner refuses the payment tendered, or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract.
  - 6.2 Additional legal, design, professional and delay costs resulting from the Contractor's Default and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contract.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in Broward County within two (2) years after Contractor Default, or within two (2) years after the Surety refuses or fails to perform its obligations under this

Bond, whichever occurs first. The provisions of limitation available to Sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom, and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. DEFINITIONS

12.1 Balance of the Contract Price – The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received, or to be received by the Owner, in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract – The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default – Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default – Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

DOCUMENT 00650

**ACKNOWLEDGEMENT OF CONFORMANCE  
WITH O.S.H.A. STANDARDS**

TO THE TOWN OF DAVIE:

We, \_\_\_\_\_ hereby acknowledge and agree that as Contractors for the **Bamford Park Artificial Turf Installation**, within the limits of the Town of Davie, Florida, have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health Regulations and agree to indemnify and hold harmless the Town of Davie against any and all legal liability or loss the Town or the Engineer may incur due to \_\_\_\_\_ failure to comply with such act.

\_\_\_\_\_  
ATTEST

\_\_\_\_\_

\_\_\_\_\_  
ATTEST

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

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

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

**END OF DOCUMENT**

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

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
a practice division of the  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

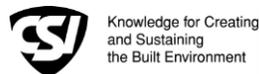
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AMERICAN SOCIETY OF CIVIL ENGINEERS

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The Associated General Contractors of America



Construction Specifications Institute

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

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

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

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

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## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

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#### 1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. *PCBs*--Polychlorinated biphenyls.

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

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

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

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

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

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

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

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

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

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

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

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

43. *Specifications*--That part of the Contract Documents consisting of written requirements for

materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

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

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

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

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

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

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

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

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

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the

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

## 1.02 Terminology

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

### B. Intent of Certain Terms or Adjectives

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

### C. Day

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

### D. Defective

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

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

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

E. Furnish, Install, Perform, Provide

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

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

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

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

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

## ARTICLE 2 - PRELIMINARY MATTERS

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

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

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### 2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project

Manual. Additional copies will be furnished upon request at the cost of reproduction.

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

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

### 2.04 *Starting the Work*

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

### 2.05 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

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

### 2.06 *Preconstruction Conference*

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

2.07 *Initial Acceptance of Schedules*

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

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

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

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3.01 *Intent*

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

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

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

3.02 *Reference Standards*

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

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

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

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

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

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

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

## B. Resolving Discrepancies

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

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

### 3.04 *Amending and Supplementing Contract Documents*

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

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

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

### 3.05 *Reuse of Documents*

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

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or
2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

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

### 3.06 *Electronic Data*

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

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

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

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

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### 4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

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

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

#### 4.02 *Subsurface and Physical Conditions*

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

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

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

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

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

#### C. Possible Price and Times Adjustments

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

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

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

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

contract; or

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

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

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

#### 4.04 *Underground Facilities*

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

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

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

a. reviewing and checking all such information and data,

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

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

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

#### B. Not Shown or Indicated

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

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

#### 4.05 *Reference Points*

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

#### 4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous

Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

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

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.

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

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

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or

(ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.

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

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

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

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

## ARTICLE 5 - ARTICLE 5 - BONDS AND INSURANCE

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

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

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

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### 5.02 *Licensed Sureties and Insurers*

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

### 5.03 *Certificates of Insurance*

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

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

### 5.04 *Contractor's Liability Insurance*

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

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

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

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

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

3. include completed operations insurance;

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

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

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

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

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

#### 5.05 *Owner's Liability Insurance*

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

#### 5.06 *Property Insurance*

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

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

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

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

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

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

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to

each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

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

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

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

#### 5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain

provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds there under. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

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

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

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

#### 5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of

Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

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

#### 5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies,

but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

## ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

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### 6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

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

### 6.02 *Labor; Working Hours*

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

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

### 6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other

facilities and incidentals necessary for the performance, testing, startup, and completion of the Work.

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

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

#### 6.04 *Progress Schedule*

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

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

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

#### 6.05 *Substitutes and "Or-Equals"*

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

1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an

"or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

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

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

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

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

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

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

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

#### 2. Substitute Items

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

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

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

d. Contractor shall make written application to Engineer for review of a proposed substitute item

of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

- a) perform adequately the functions and achieve the results called for by the general design,
- b) be similar in substance to that specified, and
- c) be suited to the same use as that specified;

2) ) will state:

- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
- b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
- c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) ) will identify:

- a) a) all variations of the proposed substitute item from that specified , and
- b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

*B. Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow

Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

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

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

*E. Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

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

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if

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

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

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

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

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

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

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

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the

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

#### 6.07 *Patent Fees and Royalties*

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

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

#### 6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental

charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 6.09 *Laws and Regulations*

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

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

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

#### 6.10 *Taxes*

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

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

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any

damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

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

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

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

*C. Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

#### 6.12 *Record Documents*

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

Samples, and Shop Drawings will be delivered to Engineer for Owner.

### 6.13 *Safety and Protection*

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

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

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

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

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

### 6.14 *Safety Representative*

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

### 6.15 *Hazard Communication Programs*

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

### 6.16 *Emergencies*

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

### 6.17 *Shop Drawings and Samples*

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

#### 1. Shop Drawings

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

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

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

a. Submit number of Samples specified in the Specifications.

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

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

#### C. C. Submittal Procedures

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

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

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

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

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

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

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

#### D. Engineer's Review

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

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

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

#### E. Resubmittal Procedures

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

#### 6.18 *Continuing the Work*

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

#### 6.19 *Contractor's General Warranty and Guarantee*

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

of Contractor's warranty and guarantee.

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

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

#### 6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any

of them to perform any of the Work or anyone for whose acts any of them may be liable .

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

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

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 *Delegation of Professional Design Services*

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

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

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

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

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

## ARTICLE 7 - OTHER WORK AT THE SITE

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### 7.01 *Related Work at Site*

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

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefore as provided in Paragraph 10.05.

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

the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

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

### 7.02 *Coordination*

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

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

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

### 7.03 *Legal Relationships*

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

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES

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8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

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9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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

#### 9.03 *Project Representative*

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

#### 9.04 *Authorized Variations in Work*

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

#### 9.05 *Rejecting Defective Work*

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

require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

#### 9.06 *Shop Drawings, Change Orders and Payments*

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

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

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

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

#### 9.07 *Determinations for Unit Price Work*

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

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

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

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

C. Engineer's written decision on the issue

referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

#### 9.09 *Limitations on Engineer's Authority and Responsibilities*

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

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

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

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

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

## ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

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### 10.01 *Authorized Changes in the Work*

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

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

### 10.02 *Unauthorized Changes in the Work*

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

### 10.03 *Execution of Change Orders*

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

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the

Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

#### 10.04 *Notification to Surety*

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

#### 10.05 *Claims*

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

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

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

1. deny the Claim in whole or in part,
2. approve the Claim, or
3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it

would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

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

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

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

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

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#### 11.01 *Cost of the Work*

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

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

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

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

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

5. Supplemental costs including the following:

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

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

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

d. Sales, consumer, use, and other similar taxes

related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

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

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

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

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

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

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

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

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

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

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

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

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

#### 11.02 Allowances

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

##### B. Cash Allowances

1. Contractor agrees that:

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

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

##### C. Contingency Allowance

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

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

#### 11.03 Unit Price Work

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

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

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

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

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

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12.01 *Change of Contract Price*

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

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

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

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

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred

by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

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

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

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is

conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

#### ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

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##### 13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

##### 13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

##### 13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice

of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

##### 13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or

advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

#### 13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but

not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

#### 13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting there from.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting there from) has been corrected or removed and replaced under this Paragraph 13.07, the correction

period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

#### 13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored

elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefore as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

### ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

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#### 14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

#### 14.02 *Progress Payments*

##### A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment

shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

#### B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and
- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

- a. to supervise, direct, or control the Work, or
- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
- d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
- e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

#### C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

#### D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

#### 14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

#### 14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefore

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

#### 14.05 Partial Utilization

A. Prior to Substantial Completion of all the

Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

##### B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and

Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

### C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

#### 14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

## ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

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### 15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefore as provided in Paragraph 10.05.

### 15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety ) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph

15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

#### 15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

### ARTICLE 16 - DISPUTE RESOLUTION

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#### 16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the

Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

## ARTICLE 17 - MISCELLANEOUS

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### 17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### 17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### 17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

### 17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00900

ADDENDUM

**Appendix A**  
Geotechnical Report

**REPORT OF  
GEOTECHNICAL EXPLORATION**

**ROBERT H. BAMFORD COMPLEX  
3800 SW 92ND AVE.  
DAVIE, FLORIDA 33328**

**FOR**

**CALVIN GIORDANO & ASSOCIATES, INC.  
1800 ELLER DRIVE, SUITE 600  
FORT LAUDERDALE, FLORIDA 33316**

**PREPARED BY**

**NUTTING ENGINEERS OF FLORIDA, INC.  
2051 NW 112<sup>TH</sup> AVE, SUITE 126  
MIAMI, FLORIDA 33172**

**PROJECT NO. : 101.137**

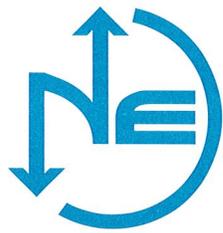
**DECEMBER 2016**



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December 6, 2016

Mr. Nicholas Mahon, P.E.  
Calvin Giordano & Associates, Inc.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
Phone: (954) 921-7781  
Email: nmahon@cgasolutions.com

Re: Report of Geotechnical Exploration  
**Robert H. Bamford Complex**  
3800 SW 92<sup>nd</sup> Ave.  
Davie, Florida 33328

Dear Mr. Mahon:

Nutting Engineers of Florida, Inc. has performed a geotechnical exploration for the proposed construction in Davie, Florida. The purpose of this exploration was to obtain information concerning the site and subsurface conditions at specific locations in order to evaluate the existing soils with respect to support of the planned development. This report presents our findings and recommendations based upon the information examined at the time of this evaluation.

## PROJECT INFORMATION

Per your email dated October 18, 2016 and review of the aerial photography provided, we understand that plans for this project include the conversion of two natural grass sports fields into artificial turf fields at the referenced site.

NE should be notified in writing by the client of any changes in the proposed construction, i.e. change in the number of stories, along with a request to amend our foundation analysis and/or recommendations within this report as appropriate.

## GENERAL SUBSURFACE CONDITIONS

### Subsurface Soil Exploration

In order to explore the subsurface conditions at the site, eight (8) Standard Penetration Test (SPT) borings (ASTM D-1586) were performed to a depth of ten feet below the existing ground surface as well as two SFWMD exfiltration tests to six feet and two double ring infiltration tests to six inches. The locations of the tests are indicated on the attached Test Location Plan. The

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St. Lucie

individual test boring reports are presented in the Appendix of this report. The test borings were established in the field using approximate methods; namely, a measuring tape and available surface controls.

### **Test Boring Results**

In general, the test borings revealed topsoil to depths of approximately four inches underlain by very loose to loose fine sand to depths of approximately six to seven feet. Beneath this layer, the borings encountered loose sand and limestone to depths of approximately seven to eight feet, followed by loose fine sand to ten feet, the maximum depth explored.

A detailed description of the soil/rock interlayering is given on the test boring logs in the Appendix.

Note: Substantially different subsurface conditions may exist at alternate locations. Buried debris may or may not be identified or adequately delineated by soil borings. Such conditions may be revealed during site development activities (e.g. proof rolling, utility and foundation excavation activities) or other related activities. Should additional assurance be desired by the client, further subsurface investigation could be performed.

### **Groundwater Table Observation**

The groundwater level was measured at the test boring locations at the time of drilling and it was encountered at approximately two and a half to three feet below the existing ground surface. Fluctuation in the observed groundwater levels should be expected due to rainfall variations, seasonal climatic changes, construction activity and other site-specific factors.

The immediate depth to groundwater measurements presented in this report may not provide a reliable indication of stabilized or longer term depth to groundwater at this site. Water table elevations can vary dramatically with time through rainfall, droughts, storm events, flood control activities, nearby surface water bodies, tidal activity, pumping and many other factors. For these reasons, this immediate depth to water data should not be relied upon alone for project design considerations.

Further information regarding stabilized groundwater elevations at the site could be developed upon specific request. Additional evaluation might include monitoring of piezometers, survey of the project area for evidence of current groundwater elevation influences such as well fields, obvious construction dewatering, tidal activity, flood control canals and other surface water bodies.

### **Exfiltration Results**

Two 'Usual Open-Hole' exfiltration tests were performed in accordance with South Florida Water Management District (SFWMD) specifications to a depth of six feet below the existing ground surface. The tests were performed to help determine the hydraulic conductivity of the in situ subsurface soils to evaluate drainage requirements for the project.

The hydraulic conductivity values were determined to be approximately  $1.39 \times 10^{-4}$  to  $2.04 \times 10^{-4}$  cubic feet per second, per square foot, per foot of head. Detailed soil descriptions and flow rates are presented in the Appendix.

### **Infiltration Results**

Two double ring infiltration tests were performed in accordance with ASTM D3385 in order to analyze, by others, the drainage capabilities of the existing soils at the test locations to facilitate design of water retention areas. The tests returned infiltration rates ranging from 0.40 to 2.0 inches/hour. See the appendix for detailed flow rates and approximate test locations.

## **ANALYSIS AND RECOMMENDATIONS**

Based on the borings performed for this project, it is our opinion that the site is generally suitable for the planned construction when considered from a geotechnical point of view. The test borings performed at the project site revealed a soil profile consisting substantially of sand and limestone. Typically, these soils can be expected to provide reasonably high bearing capacities with relatively small settlements.

Several alternatives concerning the earthwork procedures are available for the soccer fields and the decision as to which alternative is best for this project will depend on costs, future plans, and other factors. We recommend discussions with all interested parties prior to making a final decision.

### **Fill Placement**

Any fill needed to achieve construction grades should consist of granular sand with less than 10% passing the No. 200 sieve, free of rubble, organics, clay, debris and other unsuitable material. Fill should be tested and approved prior to acquisition and placement.

Approved fill should be placed in loose lifts not exceeding 12 inches in thickness and should be compacted to a minimum of 85% of the maximum modified Proctor dry density. Density tests to confirm compaction should be performed in each fill lift before the next lift is placed. Any fill indicating less than above compaction requirements should be recompacted until the required density is obtained.

## **GENERAL INFORMATION**

Our client for this geotechnical evaluation was:

Calvin Giordano & Associates, Inc.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316



The contents of this report are for the exclusive use of the client, the client's design & construction team and governmental authorities for this specific project exclusively. Information conveyed in this report shall not be used or relied upon by other parties or for other projects without the expressed written consent of NE. This report discusses geotechnical considerations for this site based upon observed conditions and our understanding of proposed construction for foundation support. Environmental issues including (but not limited to), soil and/or groundwater contamination, methane are beyond our scope of service for this project. As such, this report shall not be used or relied upon for evaluation of environmental issues.

Prior to initiating compaction operations, we recommend that representative samples of the structural fill material to be used and acceptable in-place soils be collected and tested to determine their compaction and classification characteristics. The maximum dry density, optimum moisture content, gradation and plasticity characteristics should be determined. These tests are needed for compaction quality control of the structural fill and existing soils, and to determine if the fill material is acceptable.

If conditions are encountered which are not consistent with the findings presented in this report, or if proposed construction is moved from the location investigated, this office shall be notified in writing immediately so that the condition or change can be evaluated and appropriate action taken.

The vibratory compaction equipment may cause vibrations that could be felt by persons within nearby buildings and could potentially induce structural settlements. Additionally, preexisting settlements may exist within these structures that could be construed to have been caused or worsened by the proposed vibratory compaction after the fact. Pre- and post conditions surveys of these structures along with the vibration monitoring during vibratory compaction could be performed to better evaluate this concern. The contractor should exercise due care during the performance of the vibratory compaction work with due consideration of potential impacts on existing structures. If potential vibrations and impacts are not considered tolerable, then alternate foundation modification techniques should be considered and the Geotechnical Engineer notified in writing immediately.

NE shall bear no liability for the implementation of recommended inspection and testing services as described in this report if implemented by others. NE has no ability to verify the completeness, accuracy or proper technique of such procedures if performed by others.

Excavations of five feet or more in depth should be sloped or shored in accordance with OSHA and State of Florida requirements.

The Geotechnical Engineer warrants that the findings, recommendations, specifications, or professional advice contained herein, have been presented after being prepared in accordance with general accepted professional practice in the field of foundation engineering, soil mechanics and engineering geology. No other warranties are implied or expressed.

We appreciate the opportunity to provide these services for you and look forward to completing this and other projects with you. If we can be of any further assistance with the design or construction services, or if you need additional information, please feel free to contact us at your convenience.

Sincerely,  
NUTTING ENGINEERS OF FLORIDA, INC.



Paul C. Catledge, P.E. # 68448  
Senior Engineer

Attachments: Boring Location Plan  
Test Boring Logs  
Exfiltration Test Results  
Infiltration Test Results  
Soil Classification Criteria  
Limitations of Liability



ROBERT H. BAMFORD SPORTS COMPLEX  
 3800 SW 92ND AVENUE  
 DAVIE, FLORIDA 33328

APPROXIMATE  
 TEST LOCATIONS

NOT TO SCALE

FIGURE 1



1310 Neptune Drive  
 Boynton Beach Fl. 33426  
 Telephone: 5617364900  
 Fax: 5617379975

**BORING NUMBER B-1**

CLIENT Calvin Giordano & Associates, Inc. PROJECT NUMBER 101.137  
 PROJECT NAME Robert H. Bamford Sports Complex  
 PROJECT LOCATION 3800 SW 92nd Avenue, Davie, FL 33328

DATE STARTED 11/15/16 COMPLETED 11/15/16 SURFACE ELEVATION REFERENCE Same as road crown  
 DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:  
 LOGGED BY Dancor Group CHECKED BY P. Catledge  AT TIME OF DRILLING 2.7 ft ft  
 APPROXIMATE LOCATION OF BORING As located on site plan

TEST NUTTING BOREHOLE 2-101.137 CALVIN GIORDANO & ASSOCIATES, INC. - ROBERT H. BAMFORD SPORTS COMPLEX.GPJ GINT US.GDT 12/2/16

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL      MC      LL  ----- ----- -----  20    40    60    80			
						<input type="checkbox"/> FINES CONTENT (%) <input type="checkbox"/> 20    40    60    80			
0		Dk. brown fine SAND, trace roots							
		Lt. brown fine SAND	SS 1	5-3-3-3	6	▲			
		Dk. brown fine SAND							
		Dk. gray fine SAND							
		Lt. brown fine SAND	SS 2	2-2-2-2	4	▲			
		Lt. brown fine SAND and LIMESTONE	SS 3	1-2-2-2	4	▲			
5		Lt. brown LIMESTONE and fine SAND							
		Lt. brown fine SAND	SS 4	2-2-4-4	6	▲			
			SS 5	2-3-3-3	6	▲			
10		Bottom of hole at 10.0 feet.							



1310 Neptune Drive  
 Boynton Beach Fl. 33426  
 Telephone: 5617364900  
 Fax: 5617379975

**BORING NUMBER B-2**

PROJECT NUMBER 101.137  
 CLIENT Calvin Giordano & Associates, Inc. PROJECT NAME Robert H. Bamford Sports Complex  
 PROJECT LOCATION 3800 SW 92nd Avenue, Davie, FL 33328

DATE STARTED 11/15/16 COMPLETED 11/15/16 SURFACE ELEVATION REFERENCE Same as road crown  
 DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:  
 LOGGED BY Dancor Group CHECKED BY P. Catledge  AT TIME OF DRILLING 2.4 ft ft  
 APPROXIMATE LOCATION OF BORING As located on site plan

TEST NUTTING BOREHOLE 2-101.137 CALVIN GIORDANO & ASSOCIATES, INC. - ROBERT H. BAMFORD SPORTS COMPLEX.GPJ GINT US.GDT 12/2/16

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL      MC      LL ┌───┬───┬───┬───┐ 20  40  60  80			
						<input type="checkbox"/> FINES CONTENT (%) <input type="checkbox"/> 20  40  60  80			
0		Dk. brown fine SAND, trace roots							
		Gray to lt. brown fine SAND	SS 1	3-3-5-5	8	▲			
		▽ Lt. brown fine SAND	SS 2	6-5-4-4	9	▲			
5			SS 3	3-2-3-2	5	▲			
			SS 4	3-3-2-3	5	▲			
			SS 5	3-3-4-5	7	▲			
10		Bottom of hole at 10.0 feet.							



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 Fax: 5617379975

# BORING NUMBER B-3

PAGE 1 OF 1

CLIENT Calvin Giordano & Associates, Inc. PROJECT NUMBER 101.137  
 PROJECT NAME Robert H. Bamford Sports Complex  
 PROJECT LOCATION 3800 SW 92nd Avenue, Davie, FL 33328

DATE STARTED 11/15/16 COMPLETED 11/15/16 SURFACE ELEVATION REFERENCE Same as road crown  
 DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:  
 LOGGED BY Dancor Group CHECKED BY P. Catledge ▽ AT TIME OF DRILLING 2.8 ft ft  
 APPROXIMATE LOCATION OF BORING As located on site plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL      MC      LL ┌───────────┴───────────┐ 20    40    60    80			
						<input type="checkbox"/> FINES CONTENT (%) <input type="checkbox"/> 20    40    60    80			
0		Dk. brown fine SAND, trace roots							
		Gray fine SAND	SS 1	3-4-6-5	10	▲			
		Lt. brown fine SAND	SS 2	5-5-5-4	10	▲			
5		Lt. brown fine SAND, trace limestone	SS 3	2-2-2-3	4	▲			
		Brown LIMESTONE	SS 4	4-5-6-6	11	▲			
		Lt. brown fine SAND, trace limestone	SS 5	4-3-2-2	5	▲			
10		Bottom of hole at 10.0 feet.							

TEST NUTTING BOREHOLE 2-101.137 CALVIN GIORDANO & ASSOCIATES, INC. - ROBERT H. BAMFORD SPORTS COMPLEX.GPJ GINT US.GDT 12/2/16



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 Boynton Beach Fl. 33426  
 Telephone: 5617364900  
 Fax: 5617379975

# BORING NUMBER B-4

PROJECT NUMBER 101.137  
 CLIENT Calvin Giordano & Associates, Inc. PROJECT NAME Robert H. Bamford Sports Complex  
 PROJECT LOCATION 3800 SW 92nd Avenue, Davie, FL 33328

DATE STARTED 11/15/16 COMPLETED 11/15/16 SURFACE ELEVATION REFERENCE Same as road crown  
 DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:  
 LOGGED BY Dancor Group CHECKED BY P. Catledge  AT TIME OF DRILLING 2.8 ft ft  
 APPROXIMATE LOCATION OF BORING As located on site plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL      MC      LL 20    40    60    80			
						<input type="checkbox"/> FINES CONTENT (%) <input type="checkbox"/> 20    40    60    80			
0		Dk. brown organic fine SAND, trace roots							
		Gray to lt. brown fine SAND	SS 1	3-4-5-5	9	▲			
		Lt. brown fine SAND	SS 2	4-4-3-2	7	▲			
5			SS 3	7-WOH					
		Lt. brown LIMESTONE, trace sand	SS 4	3-2-3-4	5	▲			
		Lt. brown fine SAND	SS 5	3-4-4-3	8	▲			
10		Bottom of hole at 10.0 feet.							



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**BORING NUMBER B-5**

CLIENT Calvin Giordano & Associates, Inc. PROJECT NUMBER 101.137  
 PROJECT NAME Robert H. Bamford Sports Complex  
 PROJECT LOCATION 3800 SW 92nd Avenue, Davie, FL 33328

DATE STARTED 11/15/16 COMPLETED 11/15/16 SURFACE ELEVATION REFERENCE Same as road crown  
 DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:  
 LOGGED BY Dancor Group CHECKED BY P. Catledge  AT TIME OF DRILLING 2.7 ft ft  
 APPROXIMATE LOCATION OF BORING As located on site plan

TEST NUTTING BOREHOLE 2-101.137 CALVIN GIORDANO & ASSOCIATES, INC. - ROBERT H. BAMFORD SPORTS COMPLEX.GPJ GINT US.GDT 12/2/16

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL MC LL			
						20	40	60	80
						☐ FINES CONTENT (%) ☐			
						20	40	60	80
0		Dk. brown organic fine SAND, trace limestone							
		Gray to lt. brown fine SAND, trace roots	SS 1	5-3-5-5	8				▲
		Lt. brown fine SAND	SS 2	5-5-6-5	11				▲
5			SS 3	3-3-1-1	4				▲
			SS 4	2-2-1-1	3				▲
			SS 5	2-2-2-1	4				▲
10		Bottom of hole at 10.0 feet.							



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 Fax: 5617379975

# BORING NUMBER B-6

PROJECT NUMBER 101.137  
 CLIENT Calvin Giordano & Associates, Inc. PROJECT NAME Robert H. Bamford Sports Complex  
 PROJECT LOCATION 3800 SW 92nd Avenue, Davie, FL 33328

DATE STARTED 11/15/16 COMPLETED 11/15/16 SURFACE ELEVATION REFERENCE Same as road crown  
 DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:  
 LOGGED BY Dancor Group CHECKED BY P. Catledge  AT TIME OF DRILLING 2.8 ft ft  
 APPROXIMATE LOCATION OF BORING As located on site plan

TEST NUTTING BOREHOLE 2-101.137 CALVIN GIORDANO & ASSOCIATES, INC. - ROBERT H. BAMFORD SPORTS COMPLEX.GPJ GINT US.GDT 12/2/16

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL      MC      LL 20    40    60    80			
						<input type="checkbox"/> FINES CONTENT (%) <input type="checkbox"/> 20    40    60    80			
0		Dk. brown organic fine SAND, trace roots							
		Gray to lt. brown fine SAND	SS 1	3-6-7-8	13		▲		
		Lt. brown fine SAND	SS 2	7-7-5-4	12		▲		
	▽	Lt. brown fine SAND, trace limestone	SS 3	1-1-1-2	2	▲			
5		Lt. brown fine SAND	SS 4	2-2-2-1	4		▲		
		Lt. brown fine SAND	SS 5	3-3-4-4	7		▲		
10		Bottom of hole at 10.0 feet.							



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 Boynton Beach Fl. 33426  
 Telephone: 5617364900  
 Fax: 5617379975

# BORING NUMBER B-7

CLIENT Calvin Giordano & Associates, Inc. PROJECT NUMBER 101.137  
 PROJECT NAME Robert H. Bamford Sports Complex  
 PROJECT LOCATION 3800 SW 92nd Avenue, Davie, FL 33328

DATE STARTED 11/15/16 COMPLETED 11/15/16 SURFACE ELEVATION REFERENCE Same as road crown  
 DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:  
 LOGGED BY Dancor Group CHECKED BY P. Catledge  AT TIME OF DRILLING 2.7 ft ft  
 APPROXIMATE LOCATION OF BORING As located on site plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL      MC      LL ┌───────────┴───────────┐ 20    40    60    80			
						<input type="checkbox"/> FINES CONTENT (%) <input type="checkbox"/> 20    40    60    80			
0		Dk. brown organic fine SAND, trace roots							
		Gray to lt. brown fine SAND	SS 1	2-4-6-8	10	▲			
		Lt. brown fine SAND	SS 2	2-4-4-4	8	▲			
5			SS 3	3-3-3-2	6	▲			
			SS 4	2-5-5-4	10	▲			
			SS 5	4-5-5-4	10	▲			
10		Bottom of hole at 10.0 feet.							



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 Fax: 5617379975

# BORING NUMBER B-8

PAGE 1 OF 1

CLIENT Calvin Giordano & Associates, Inc. PROJECT NUMBER 101.137  
 PROJECT NAME Robert H. Bamford Sports Complex  
 PROJECT LOCATION 3800 SW 92nd Avenue, Davie, FL 33328

DATE STARTED 11/15/16 COMPLETED 11/15/16 SURFACE ELEVATION REFERENCE Same as road crown  
 DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:  
 LOGGED BY Dancor Group CHECKED BY P. Catledge  $\nabla$  AT TIME OF DRILLING 2.7 ft ft  
 APPROXIMATE LOCATION OF BORING As located on site plan

TEST NUTTING BOREHOLE 2-101.137 CALVIN GIORDANO & ASSOCIATES, INC. - ROBERT H. BAMFORD SPORTS COMPLEX.GPJ GINT US.GDT 12/2/16

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL MC LL			
						20	40	60	80
						□ FINES CONTENT (%) □			
						20	40	60	80
0		Dk. brown organic fine SAND, trace roots							
		Brown fine SAND, trace limestone Gray fine SAND	SS 1	2-5-10-11	15			▲	
		Lt. brown fine SAND	SS 2	5-5-3-3	8			▲	
5			SS 3	2-2-2-1	4			▲	
		Lt. brown fine SAND, trace limestone	SS 4	3-3-4-3	7			▲	
		Lt. brown fine SAND	SS 5	3-3-3-4	6			▲	
10		Bottom of hole at 10.0 feet.							

## Report of Exfiltration Test

Client:	Calvin Giordano & Associates, Inc.	Order No	101.137
Project:	Robert H. Bamford Sports Complex	Report No	1
Location:	3800 SW 92nd Avenue, Davie, FL 33328	Date:	11/15/16
Test:	Usual Open Hole Exfiltration Test		
Surface Elevation:	Approx. Same as Road Crown	Water table from ground surface:	3.5'
Casing Diameter:	6"		
Tube Depth:	6'		

Sample Location: Approx. as located on site plan

Material:      0'-3'      Brown fine SAND  
                   3'-6'      Lt. gray fine SAND

One Minute Increment	Pump Rate in Gal/Min
1	1.5
2	2.0
3	1.5
4	2.0
5	2.0
6	2.0
7	1.5
8	1.5
9	2.0
10	1.5

$K = 1.39 \times 10^{-4} \text{ cfs/ft}^2\text{ft.head}$

## Report of Exfiltration Test

Client:	<u>Calvin Giordano &amp; Associates, Inc.</u>	Order No	<u>101.137</u>
Project:	<u>Robert H. Bamford Sports Complex</u>	Report No	<u>2</u>
Location:	<u>3800 SW 92nd Avenue, Davie, FL 33328</u>	Date:	<u>11/15/16</u>
<hr/>			
Test:	<u>Usual Open Hole Exfiltration Test</u>		
Surface			
Elevation:	<u>Approx. Same as Road Crown</u>	Water table from ground surface:	<u>3'</u>
Casing			
Diameter:	<u>6"</u>		
Tube Depth:	<u>6'</u>		

Sample Location: Approx. as located on site plan

Material:	0'-2'	Dk. brown fine SAND
	2'-3'	Lt. brown fine SAND
	3'-4'	Brown fine SAND
	4'-6'	Lt. brown fine SAND

One Minute Increment	Pump Rate in Gal/Min
1	2.5
2	2.0
3	2.5
4	2.5
5	2.0
6	2.0
7	2.5
8	3.0
9	2.0
10	2.5

$K = 2.04 \times 10^{-4} \text{ cfs/ft}^2\text{ft.head}$

## DOUBLE RING INFILTROMETER TEST - ASTM D3385

**CLIENT:** Calvin Giordano  
**TEST NO.: 1**    **TEST DATE:** 11/15/2016    **WEATHER:** CLEAR  
**PROJECT:** Robert Bamford Sports Complex    **DRILLER:** P. Estrada  
 3800 SW 92nd Ave., Davie, Florida

**SOIL DESCRIPTION:** 0-6" Topsoil

**NOTE: TEST PERFORMED AT APPROXIMATELY 3 INCHES BELOW GRADE.**  
**GROUNDWATER DEPTH:** Not Measured    USING 12" & 24" DIAMETER RINGS

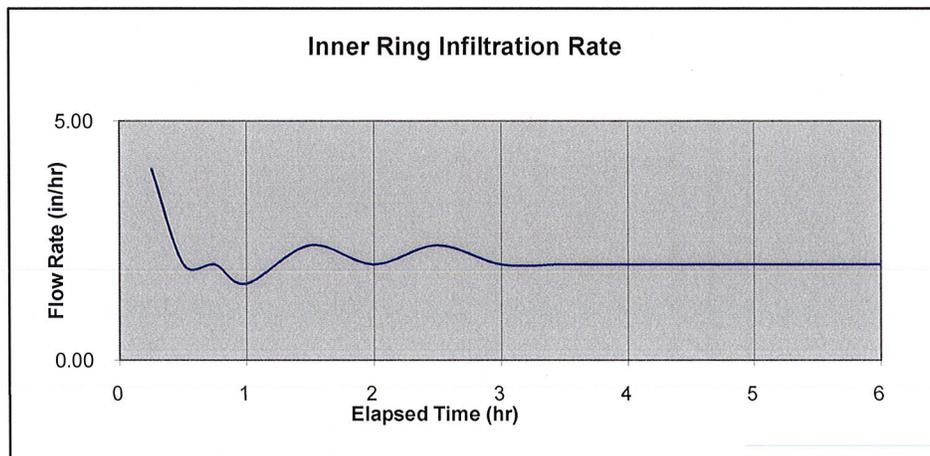
**AREA:**    **INNER RING:** 113.1 IN<sup>2</sup> (729.7 CM<sup>2</sup>)  
                   **ANNULAR RING:** 339.3 IN<sup>2</sup> (2189.2 CM<sup>2</sup>)

Testing was performed according to procedures specified in ASTM D3385-09. Liquid used consisted of water with an approximate pH of 7.0.

As ASTM procedure recommends, data from inner ring was used to determine infiltration rate.

ELAPSED TIME (HR)	QUANTITY OF WATER OF INNER (in <sup>3</sup> )	RATE INNER (IN/HR)	QUANTITY OF WATER ANNULAR (in <sup>3</sup> )	RATE ANNULAR (IN/HR)
0.25	113	4.00	339	4.00
0.5	57	2.00	339	4.00
0.75	57	2.00	339	4.00
1	45	1.60	271	3.20
1.5	136	2.40	543	3.20
2	113	2.00	509	3.00
2.5	136	2.40	611	3.60
3	113	2.00	611	3.60
3.5	113	2.00	645	3.80
4	113	2.00	611	3.60
4.5	113	2.00	645	3.80
5	113	2.00	475	2.80
5.5	113	2.00	475	2.80
6	113	2.00	679	4.00

<b>STEADY STATE INFILTRATION RATE =</b>	<b>2.00</b>	<b>IN/HR</b>
---	-------------	--------------



\* As noted in Sec. 11.1 Precision and Bias of ASTM D3385-09 the recorded infiltration rate should be considered only as an index value

## DOUBLE RING INFILTROMETER TEST - ASTM D3385

**CLIENT:** Calvin Giordano  
**TEST NO.:** 2 **TEST DATE:** 11/15/2016 **WEATHER:** CLEAR  
**PROJECT:** Robert Bamford Sports Complex **DRILLER:** P. Estrada  
 3800 SW 92nd Ave., Davie, Florida

**SOIL DESCRIPTION:** 0-6" Topsoil

**NOTE: TEST PERFORMED AT APPROXIMATELY 24 INCHES BELOW GRADE.**  
**GROUNDWATER DEPTH:** Not Measured USING 12" & 24" DIAMETER RINGS

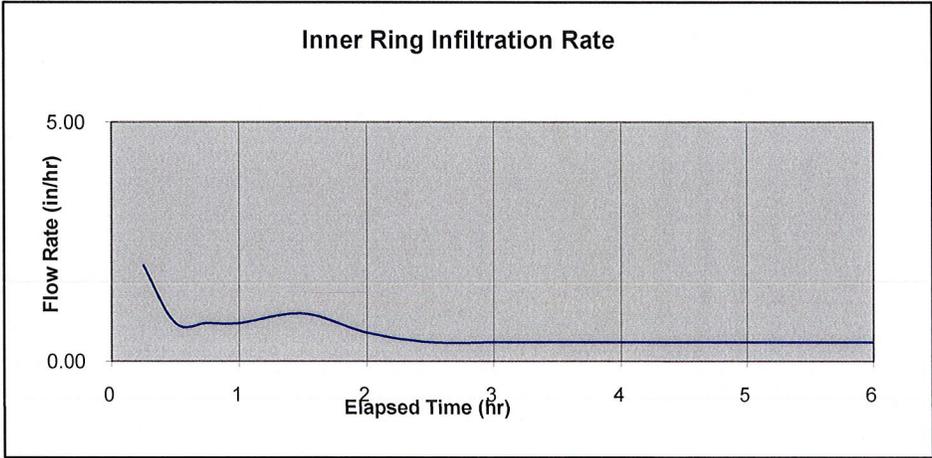
**AREA:** INNER RING: 113.1 IN<sup>2</sup> (729.7 CM<sup>2</sup>)  
 ANNULAR RING: 339.3 IN<sup>2</sup> (2189.2 CM<sup>2</sup>)

Testing was performed according to procedures specified in ASTM D3385-09. Liquid used consisted of water with an approximate pH of 7.0.

As ASTM procedure recommends, data from inner ring was used to determine infiltration rate.

ELAPSED TIME (HR)	QUANTITY OF WATER INNER (in <sup>3</sup> )	RATE INNER (IN/HR)	QUANTITY OF WATER ANNULAR (in <sup>3</sup> )	RATE ANNULAR (IN/HR)
0.25	57	2.00	170	2.00
0.5	23	0.80	136	1.60
0.75	23	0.80	102	1.20
1	23	0.80	102	1.20
1.5	57	1.00	170	1.00
2	34	0.60	102	0.60
2.5	23	0.40	102	0.60
3	23	0.40	68	0.40
3.5	23	0.40	68	0.40
4	23	0.40	68	0.40
4.5	23	0.40	68	0.40
5	23	0.40	68	0.40
5.5	23	0.40	68	0.40
6	23	0.40	170	1.00

STEADY STATE INFILTRATION RATE =	0.40	IN/HR
----------------------------------	------	-------



\* As noted in Sec. 11.1 Precision and Bias of ASTM D3385-09 the recorded infiltration rate should be considered only as an index value

# SOIL AND ROCK CLASSIFICATION CRITERIA

## SAND/SILT

N-VALUE (bpf)	RELATIVE DENSITY
0 – 4	Very Loose
5 – 10	Loose
11 – 29	Medium
30 – 49	Dense
>50	Very dense
100	Refusal

## CLAY/SILTY CLAY

N-VALUE (bpf)	UNCONFINED COMP. STRENGTH (tsf)	CONSISTENCY
<2	<0.25	v. Soft
2 – 4	0.25 – 0.50	Soft
5 – 8	0.50 – 1.00	Medium
9 – 15	1.00 – 2.00	Soft
16 – 30	2.00 – 4.00	v. Stiff
>30	>4.00	Hard

## ROCK

N-VALUE (bpf)	RELATIVE HARDNESS	ROCK CHARACTERISTICS
$N \geq 100$	Hard to v. hard	Local rock formations vary in hardness from soft to very hard within short vertical and horizontal distances and often contain vertical solution holes of 3 to 36 inch diameter to varying depths and horizontal solution features. Rock may be brittle to split spoon impact, but more resistant to excavation.
$25 \leq N \leq 100$	Medium hard to hard	
$5 \leq N \leq 25$	Soft to medium hard	

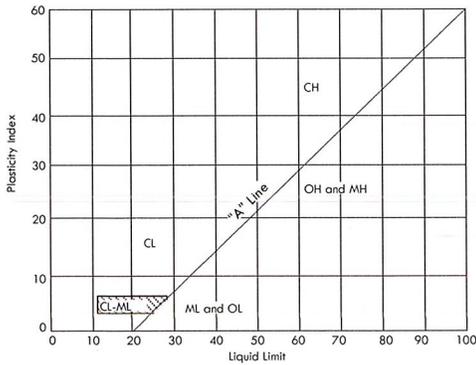
## PARTICLE SIZE

Boulder	>12 in.
Cobble	3 to 12 in.
Gravel	4.76 mm to 3 in.
Sand	0.074 mm to 4.76 mm
Silt	0.005 mm to 0.074 mm
Clay	<0.005 mm

## DESCRIPTION MODIFIERS

0 – 5%	Slight trace
6 – 10%	Trace
11 – 20%	Little
21 – 35%	Some
>35%	And

Major Divisions		Group Symbols	Typical names	Laboratory classification criteria		
Coarse-grained soils (More than half of material is larger than No. 200 sieve size)	Gravels (More than half of coarse fraction is larger than No. 4 sieve size)	Clean gravels (Little or no fines)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines	Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows: Less than five percent.....GW, GP, SW, SP More than 12 percent.....GM, GC, SM, SC 5 to 12 percent.....Borderline cases requiring dual systems**	
		Poorly graded gravels, gravel-sand mixtures, little or no fines	GP	Poorly graded gravels, gravel-sand mixtures, little or no fines		
		Gravels with fines (Appreciable amount of fines)	GW*	d		Silty gravels, gravel-sand-silt mixtures
			u			
	GC	Clayey gravels, gravel-sand-clay mixtures				
	Sands (More than half of coarse fraction is smaller than No. 4 sieve size)	Clean sands (Little or no fines)	SW	Well-graded sands, gravelly sands, little or no fines		
			SP	Poorly graded sands, gravelly sands, little or no fines		
		Sands with fines (Appreciable amount of fines)	SM*	d		Silty sands, sand-silt mixtures
			u			
			SC	Clayey sands, sand-clay mixtures		
Fine-grained soils (More than half of material is smaller than No. 200 sieve size)	Silts and clays (Liquid limit less than 50)	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_z = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3  Not meeting all gradation requirements for GW  Atterberg limits below "A" line or P.I. less than 4  Atterberg limits above "A" line with P.I. greater than 7  $C_u = \frac{D_{60}}{D_{10}}$ greater than 6; $C_z = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3  Not meeting all gradation requirements for SW  Atterberg limits below "A" line or P.I. less than 4  Atterberg limits above "A" line with P.I. more than 7  Limits plotting in hatched zone with P.I. between 4 and 7 are borderline cases requiring use of dual system.		
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy, clays, silty clays, lean clays			
		OL	Organic silts and organic silty clays of low plasticity			
	Silts and clays (Liquid limit greater than 50)	MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts			
		CH	Inorganic clays or high plasticity, fat clays			
		OH	Organic clays of medium to high plasticity, organic silts			
	Highly organic soils	PT	Peat and other highly organic soils			



Plasticity Chart

# LIMITATIONS OF LIABILITY

## WARRANTY

We warrant that the services performed by Nutting Engineers of Florida, Inc. are conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in our area currently practicing under similar conditions at the time our services were performed. **No other warranties, expressed or implied, are made.** While the services of Nutting Engineers of Florida, Inc. are a valuable and integral part of the design and construction teams, we do not warrant, guarantee or insure the quality, completeness, or satisfactory performance of designs, construction plans, specifications we have not prepared, nor the ultimate performance of building site materials or assembly/construction.

## SUBSURFACE EXPLORATION

Subsurface exploration is normally accomplished by test borings; test pits are sometimes employed. The method of determining the boring location and the surface elevation at the boring is noted in the report. This information is represented in the soil boring logs and/or a drawing. The location and elevation of the borings should be considered accurate only to the degree inherent with the method used and may be approximate.

The soil boring log includes sampling information, description of the materials recovered, approximate depths of boundaries between soil and rock strata as encountered and immediate depth to water data. The log represents conditions recorded specifically at the location where and when the boring was made. Site conditions may vary through time as will subsurface conditions. The boundaries between different soil strata as encountered are indicated at specific depths; however, these depths are in fact approximate and dependent upon the frequency of sampling, nature and consistency of the respective strata. Substantial variation between soil borings may commonly exist in subsurface conditions. Water level readings are made at the time and under conditions stated on the boring logs. Water levels change with time, precipitation, canal level, local well drawdown and other factors. Water level data provided on soil boring logs shall not be relied upon for groundwater based design or construction considerations.

## LABORATORY AND FIELD TESTS

Tests are performed in *general* accordance with specific ASTM Standards unless otherwise indicated. All criteria included in a given ASTM Standard are not always required and performed. Each test boring report indicates the measurements and data developed at each specific test location.

## ANALYSIS AND RECOMMENDATIONS

The geotechnical report is prepared primarily to aid in the design of site work and structural foundations. Although the information in the report is expected to be sufficient for these purposes, it shall not be utilized to determine the cost of construction nor to stand alone as a construction specification. Contractors shall verify subsurface conditions as may be appropriate prior to undertaking subsurface work.

Report recommendations are based primarily on data from test borings made at the locations shown on the test boring reports. Soil variations commonly exist between boring locations. Such variations may not become evident until construction. Test pits sometimes provide valuable supplemental information that derived from soil borings. If variations are then noted, the geotechnical engineer shall be contacted in writing immediately so that field conditions can be examined and recommendations revised if necessary.

The geotechnical report states our understanding as to the location, dimensions and structural features proposed for the site. **Any significant changes of the site improvements or site conditions must be communicated in writing to the geotechnical engineer immediately** so that the geotechnical analysis, conclusions, and recommendations can be reviewed and appropriately adjusted as necessary.

## CONSTRUCTION OBSERVATION

Construction observation and testing is an important element of geotechnical services. The geotechnical engineer's field representative (G.E.F.R.) is the "owner's representative" observing the work of the contractor, performing tests and reporting data from such tests and observations. **The geotechnical engineer's field representative does not direct the contractor's construction means, methods, operations or personnel.** The G.E.F.R. does not interfere with the relationship between the owner and the contractor and, except as an observer, does not become a substitute owner on site. The G.E.F.R. is responsible for his/her safety, but has no responsibility for the safety of other personnel at the site. The G.E.F.R. is an important member of a team whose responsibility is to observe and test the work being done and report to the owner whether that work is being carried out in general conformance with the plans and specifications. The enclosed report may be relied upon solely by the named client.